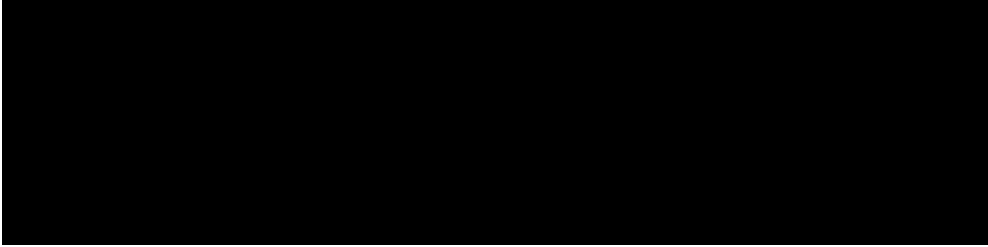


INFORMATION Redacted PURSUANT TO THE FREEDOM OF  
INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)



**Service of Process  
Transmittal**

06/27/2011  
CT Log Number 518738144

**TO:** [Redacted]  
Ford Motor Company  
Dearborn, MI [Redacted]

**RE:** Process Served in Kentucky

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

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

**TITLE OF ACTION:** [Redacted] Pltf. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Summons, Complaint

**COURT/AGENCY:** Jessamine County Circuit Court, KY  
Case # 11- CI-654

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - 2010 Ford Escape, VIN #FMCU0D71AK[Redacted] - Failure to repair the vehicle's defects

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Frankfort, KY

**DATE AND HOUR OF SERVICE:** By Certified Mail on 06/27/2011 postmarked on 06/24/2011

**JURISDICTION SERVED :** Kentucky

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

**ATTORNEY(S) / SENDER(S):** [Redacted]  
Dayton, OH [Redacted]

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797246192998  
Image SOP  
Email Notification, [Redacted]

**SIGNED:** C T Corporation System  
**PER:** [Redacted]  
**ADDRESS:** [Redacted]  
Suite 512  
Frankfort, KY [Redacted]

**TELEPHONE:** [Redacted]

OFFICE OF THE  
GENERAL COUNSEL  
11 JUN 28 AM 05:59  
LITIGATION  
PRACTICE GROUP

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



AOC-105 Doc. Code: CI  
Rev 1-07  
Page 1 of 1  
Commonwealth of Kentucky  
Court of Justice www.courts.ky.gov  
CR 4.02; CR Official Form 1



CIVIL SUMMONS

Case No. 11-CI-654  
Court  Circuit  District  
County Jessamine

PLAINTIFF

[Redacted Name]

[Redacted Name]

Frankfort

Kentucky

[Redacted Address]

VS.

DEFENDANT

Ford Motor Company  
c/o CT Corporation System, S/A  
306 W. Main St., Ste. 512  
Frankfort

Kentucky

40601

Service of Process Agent for Defendant.

Ford Motor Company  
c/o CT Corporation System S/A  
306 W. Main St., Ste. 512  
Frankfort Kentucky 40601

THE COMMONWEALTH OF KENTUCKY  
TO THE ABOVE-NAMED DEFENDANT(S):

You are hereby notified a legal action has been filed against you in this Court demanding relief as shown on the document delivered to you with this Summons. Unless a written defense is made by you or by an attorney on your behalf within 20 days following the day this paper is delivered to you, judgment by default may be taken against you for the relief demanded in the attached Complaint.

The name(s) and address(es) of the party or parties demanding relief against you are shown on the document delivered to you with this Summons.

Date: 6-23-11, 2

By:

[Redacted Signature]

Clerk

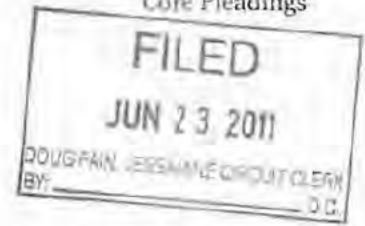
D.C.

Proof of Service

This Summons was served by delivering a true copy and the Complaint (or other initiating document) to

this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Served by: \_\_\_\_\_  
Title



COMMONWEALTH OF KENTUCKY  
JESSAMINE CIRCUIT COURT

[REDACTED]  
FRANKFORT, KENTUCKY [REDACTED]

DIVISION NO. 11-CI-654

CASE NO.

PLAINTIFF

JUDGE \_\_\_\_\_

- VS. -

FORD MOTOR COMPANY  
C/O CT CORPORATION SYSTEM, S/A  
306 W MAIN ST  
SUITE 512  
FRANKFORT, KENTUCKY 40601

DEFENDANT

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**Civil Complaint Alleging Breach of Contract and Warranties, Violation of the Federal Warranty Act, and Violation of the Kentucky Consumer Protection Act; Seeking Actual, Compensatory and Incidental Damages, and/or Rescission, Punitive Damages and Attorney Fees; Jury Demand**

**PARTIES**

1. Plaintiff, [REDACTED], entered into a consumer transaction with the Defendant in this case for the purchase of a 2010 Ford Escape and at all times mentioned herein is and was a consumer and a natural person.
2. Defendant, Ford Motor Company, is a person and a manufacturer who manufactures or assembles new motor vehicles which are sold in the Commonwealth of Kentucky, and who manufactured or assembled the 2010 Ford Escape at issue in this case.

### **GENERAL FACTUAL ALLEGATIONS**

3. This case is about a defective "lemon" 2010 Ford Escape with ongoing and repeated defects, which was manufactured and warranted by Ford Motor Company and sold in the Commonwealth of Kentucky.
4. On or about November 3, 2009, Plaintiff [REDACTED] entered into a consumer transaction for the purchase of a 2010 Ford Escape from Wildcat Ford Lincoln Mercury in Nicholasville, Kentucky.
5. Subsequent to November 3, 2009, Plaintiff has experienced repeated and ongoing problems with the 2010 Ford Escape, including but not limited to: lack of power on acceleration, the vehicle lurches forward on its own, a rubbing noise when turning, a squeak noise from the steering wheel, vibration when accelerating from 60 mph, radio knob inoperative.
6. [REDACTED] provided Ford Motor Company, and/or one or more of its authorized and/or franchised dealers or representatives, with a reasonable number of opportunities to repair the motor vehicle, but Ford Motor Company, and/or one or more of its authorized and/or franchised dealers or representatives, neglected, failed, refused, or otherwise have been unable to do so within a reasonable amount of time, or a reasonable number of attempts.

### **CLAIM ONE: BREACH OF CONTRACT**

7. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

8. This claim is for breach of contract and express and/or implied warranties by Ford Motor Company.
9. Ford Motor Company is a corporation doing business in Kentucky, and a merchant under the Kentucky Commercial Code. Defendant contracted to supply services or goods within the state of Kentucky, and derived substantial revenue from the sale of those services and goods.
10. Wildcat Ford Lincoln Mercury was, and is, a corporation, and a merchant, and a franchised and/or authorized Ford Motor Company dealership and/or representative of Ford Motor Company.
11. On or about November 3, 2009, the parties entered into a consumer transaction, which constituted a "trade" or "commerce"<sup>1</sup>, for the sale of a new 2010 Ford Escape in that Plaintiff agreed to purchase from Wildcat Ford Lincoln Mercury, Wildcat Ford Lincoln Mercury agreed to sell to Plaintiff, and as part of the deal Wildcat Ford Lincoln Mercury agreed to arrange, and did so arrange, for Ford Motor Credit to extend credit to Plaintiff and to finance the transaction, and Ford Motor Company agreed to warrant the vehicle to be free from malfunctions, the goods<sup>2</sup> being a certain 2010 Ford Escape motor vehicle, VIN #1FMCU0D71AK [REDACTED]
12. At all times relevant, Plaintiff was a buyer.<sup>3</sup>

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<sup>1</sup> Within the meaning of KRS 367.110(2).

<sup>2</sup> Within the meaning of KRS 355.2-105(1).

<sup>3</sup> Within the meaning of KRS 355.2-103(1)(a).

13. A copy of the contract is not attached for the reason that it is available to the Defendant; Plaintiff will provide a copy upon request, and it will be introduced into evidence at the trial hereof.
14. A copy of Ford Motor Company's warranty is not attached for the reason that it is available to the Defendant; Plaintiff will provide a copy upon request, and it will be introduced into evidence at the trial hereof.
15. The 2010 Ford Escape was manufactured and/or distributed by Ford Motor Company.
16. Plaintiff purchased the vehicle in reliance on the existence of a written warranty from Defendant and on the representations and/or warranties of Defendant, both express and implied. At the date of sale, Plaintiff believed that the parties making said warranties and/or representations, or their respective authorized and/or franchised dealers or representatives, would honor said warranties in a timely and proper manner.
17. Through its advertising and otherwise, Ford Motor Company represented that the vehicles it built were fit for the purpose for which they were designed, that they are safe and suitable vehicles for their intended designed use, reliably operable for private transportation and Plaintiff purchased the vehicle in reliance upon the belief that Ford Motor Company possessed a high degree of manufacturing skill and judgment.
18. Through its advertising and otherwise, Ford Motor Company represented that the vehicles which it manufactured were of merchantable quality, fit and in proper condition for the ordinary use for which such vehicles are

designed and used, and Plaintiff relied on such, but the vehicle involved in this case was not, however, of merchantable quality and that was unfair to Plaintiff.

19. After purchasing the vehicle, Plaintiff discovered that it did not conform to the representations of Defendant inasmuch as it developed continuing malfunctions, defects and problems, and that was unfair to Plaintiff.
20. Defendant's failure to timely fix all of the vehicle's defects has caused Plaintiff to lose confidence in the reliability of the subject motor vehicle and in the ability of Ford Motor Company to repair the vehicle's defects and that was unfair to Plaintiff.
21. Plaintiff provided Defendant and/or one or more of its authorized dealers with a reasonable number of opportunities to repair the vehicle but they have each neglected, failed, refused or otherwise been unable to do so within a reasonable amount of time or a reasonable number of attempts and that was unfair to Plaintiff.
22. The malfunctions and defects severely and substantially impair its value to Plaintiff.
23. As a result of the above facts, Defendant breached contract and its express and implied warranties to Plaintiff, and that was unfair to Plaintiff.
24. Defendant and/or one or more of its authorized dealers had notices of the breaches of the express and/or implied warranties and the defective condition of the subject motor vehicle within a reasonable time.



25. Plaintiff suffered and shall continue to suffer actual, incidental and consequential damages as a direct and proximate result of the inability or other failure of Defendant's authorized representatives to repair or replace the vehicle or refund its price.

**CLAIM TWO: MAGNUSON MOSS WARRANTY ACT**

26. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
27. This claim is for breach of express and/or implied warranties and violation of the Magnuson-Moss Warranty Act,<sup>4</sup> by Ford Motor Company.
28. As a result of the above, among other things, the Defendant has breached its express and/or implied warranties without legal excuse and that was unfair to Plaintiff.
29. As a result of the above, inter alia, Defendant is in violation of the Warranty Act by its failure to comply with its express and/or implied warranties obligations and that was unfair to Plaintiff.

**CLAIM THREE: KENTUCKY CONSUMER PROTECTION ACT**

30. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

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<sup>4</sup> 15 U.S.C. 2301, *et seq.*

31. This claim is for violation of the Kentucky Consumer Protection Act<sup>5</sup> by Defendant Ford Motor Company.
32. Plaintiff are persons<sup>6</sup> and consumers under the Act who purchased a new 2010 Ford Escape manufactured by Defendant.
33. The purchase of the 2010 Ford Escape constituted a purchase of goods.<sup>7</sup>
34. Plaintiff purchased the 2010 Ford Escape for personal, family or household purposes.
35. The Defendant violated the Magnuson Moss Warranty Act in one or more manners and knew or should have known that doing so would be unfair to the Plaintiff, and did it anyway and that was unfair to the Plaintiff.
36. The Defendant breached and/or failed to honor its express and/or implied warranties to Plaintiff and had a legal obligation to Plaintiff with no valid legal defense for not performing those obligations but avoided or attempted to avoid one or more of its obligations, and knew or should have known that doing so would be unfair to the Plaintiff and did it anyway and that was unfair to the Plaintiff.
37. As a result of the above, inter alia, Defendant committed one or more unfair, false, misleading, or deceptive acts or practices in violation of the

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<sup>5</sup> KRS 367.110, *et seq.*

<sup>6</sup> Within the meaning of KRS 367.110(1).

<sup>7</sup> Within the meaning of KRS 367.220(1).



Kentucky Consumer Practices Act,<sup>8</sup> in the conduct of trade or commerce between Plaintiff and a supplier in relation to the 2010 Ford Escape.

**WHEREFORE**, judgment is demanded against Defendant as deemed proper and lawful by the Court, alternatively as follows:

**PRAYER FOR RELIEF**

1. On the first claim, actual and other damages, remedies and relief for each and every breach that may be proven at trial;
2. On the second claim, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.
3. On the third claim, actual damages, punitive and/or treble damages, and any and all relief as deemed necessary, proper and lawful by the Court, for each and every violation that may be proven at trial;

**ALTERNATIVE PRAYER FOR RELIEF**

Or, in the alternative to the damages set forth in the prayer above,

1. On all claims, rescission of the contract plus statutory remedies and relief as deemed proper, equitable and lawful by the Court, for each and every violation which may be proven at trial;

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<sup>8</sup> KRS 367.170, *et seq.*

**Plus** on each and every claim, expenses of suit and litigation, interest from the date the contract was consummated, and an Order finding Plaintiff to have rescinded the transaction and/or to have revoked acceptance, reasonable attorney fees, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

Plaintiff demands trial by jury on all claims and issues.

[www.KentuckyLemonLaw.com](http://www.KentuckyLemonLaw.com)



Attorneys for Plaintiff

Dayton, Ohio  
Telephone:  
Facsimile:  
Email:



Z:\data\Alexander\Core Complaint 061511 bw.wpd

All Action Details for Issue

[Print](#)

VIN: 1FMCU0D71AK [REDACTED] Year: 2010 Model: ESCAPE Case: 610883379  
Name: [REDACTED] Owner Status: Original WSD: 2009-11-03  
Symptom Desc: LOSS OF POWER ACCELERATION Primary Phone: [REDACTED]  
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 08/02/2010

Action: TIER II ESCALATION - UNABLE TO DUPLICATE  
Dealer: 03689 WILDCAT FORD LINCOLN Origin Desc: US CONCERN CASE BASE  
Odometer: 12000 MI Comm Type: PHONE  
Analyst Name: RAGONE, JAYMIE Analyst: JRAGONE  
Action Date: 07/30/2010 Action Time: 10.52.21.897 Action Data: No

Comments CUSTOMER SAID: 1. NOT SHIFTING PROPERLY. RPMS GOING UP AND VEH IS NOT GOING ANYWHERE AT 70 MPH THE CAR GOES DOWN TO 50, FEELS LIKE IT LOSING POWER-DRLSHP CANNOT DUPLICATE THE ISSUE-CUST JUST PICKED UP THE VEH YESTERDAY AFTER BEING THERE FOR A WEEK -CUST DOES NOT FEEL SAFE-WANTS IT FIXED-WILDCAT FORD IS THE SERVICING AND PURCHASING DLRDEALER SAID: WILDCAT FORD LINCOLN MERCURY FORD CODE: 47D302 I M CODE: 46D616 DEALER PROFILE [REDACTED] ROADNICHOLASVILLE, KY [REDACTED] DISTANCE: 27.18 MILESCRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLECUST ALREADY JUST HAD THE VEH AT DLRSH FOR 1 WEEK TRYING TO DIAGNOSE THE CONCERN, JUST PICKED THE VEH UP YESTERDAY. VEH IS STILL HAVING THE SAME ISSUE INTERMITTENTLY. CUST DOES NOT FEEL SAFE IN THE VEH. LOSING POWER

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: [REDACTED] Origin Desc: DEALER  
Odometer: 12000 MI Comm Type: VISIT  
Analyst Name: SOARDS,RICK Analyst: R SOARDS  
Action Date: 07/30/2010 Action Time: 11.35.02.265 Action Data: No

Comments CUSTOMER TRADED IN 07 ESCAPE WITH 3.0 LITER ENGINE V6 THIS ESCAPE IS 4CYL SHE THINKS IT SHOULD RUN LIKE THE V6 WE HAVE EXPLAINED AS BEST AS POSSIBLE HAVE DRIVEN 105MILES CANNOT FIND ANYTHING WRONG AT ALL SHE WILL ADMIT SHE SHOULD NOT HAVE PURCHASED CAR NOTHING ELSE WE CAN DO UNLESS TRANS DOES SHOW A PROBLEM IN THE FUTURE AS OF NOW IT IS NORMAL 4CYL

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 12000 MI Comm Type: PHONE  
Analyst Name: WASHINGTON,KIMBERLY Analyst: KWASHI33  
Action Date: 08/02/2010 Action Time: 09.43.21.058 Action Data: No

Comments KIM EXT 7719-0BC TO SM RICKY. TOLD THE CUST THEY CAN GIVE HER A VDR WHEN IT BECOMES AVAIL. I INFORMED HIM THAT I WILL CB ON THURS, AUG 5

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12000 MI  
Analyst Name:  
WASHINGTON, KIMBERLY  
Action Date: 08/02/2010  
Comm Type: PHONE  
Analyst: KWASHI33  
Action Time:  
09.44.06.089  
Action Data: Yes

Comments KIM EXT 7719-OBC TO CUST: I INFORMED THE CUST THAT THE SM STATED HE IS GOING TO PLACE A VDR IN THE VEH TO TRY OBTAIN INFO REGARDING HER CONCERNS. CUST HAS CONCERNS WITH VIB AT GAS PEDDLE, WOBBLE NOISE WHEN TURNING THE STEERING WHEEL. FU AUG 5.

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-05-2010
TIME OF FOLLOW UP (HH:MM):	15:00

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN  
Odometer: 12000 MI  
Analyst Name:  
WASHINGTON, KIMBERLY  
Action Date: 08/02/2010  
Comm Type: PHONE  
Analyst: KWASHI33  
Action Time:  
09.54.08.703  
Action Data: No  
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments KIM EXT 7719- AWS SHOWS ONE RELATED ISSUE: 10B15 PROGRAM, HOTLINE WAS NOT CONTACTED. CUST HAS PREM CARE ESP W/ROADSIDE.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN  
Odometer: 12000 MI  
Analyst Name:  
WASHINGTON, KIMBERLY  
Action Date: 08/05/2010  
Comm Type: PHONE  
Analyst: KWASHI33  
Action Time:  
09.22.56.989  
Action Data: No  
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments KIM EXT 7719-OBC TO SM RICKY. LM ON VM TO CB

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN  
Odometer: 12000 MI  
Analyst Name:  
WASHINGTON, KIMBERLY  
Action Date: 08/05/2010  
Comm Type: PHONE  
Analyst: KWASHI33  
Action Time:  
10.03.44.728  
Action Data: Yes  
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments [REDACTED] OBC TO SM RICKY: STATED HE SPOKE WITH PATRICIA, HE DOES HAVE THE VDR AT THE DSHIP, SHE IS SUPPOSED TO BE THERE AT 2PM TODAY TO PLACE THE VDR IN HER VEH. HE INFORMED HER THAT SHE CAN KEEP IT FOR A WEEK IF NEED BE== OBC TO CUST [REDACTED] [REDACTED] LM ON VM TO CB

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-10-2010
TIME OF FOLLOW UP (HH:MM):	15:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03689 WILDCAT FORD LINCOLN

Odometer: 12000 MI

Analyst Name: SOARDS,RICK

Action Date: 08/06/2010

Comm Type: VISIT

Analyst: R-SOARDS

Action Time: 08.06.18.045

Origin Desc: DEALER

Action Data: No

Comments INSTALLED VDR IN ESCAPE 8/5/10 CUSTOMER TO DRIVE FOR ONE WEEK TO MAKE RECORDINGS

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

Dealer: 03689 WILDCAT FORD LINCOLN

Odometer: 12000 MI

Analyst Name:

WASHINGTON,KIMBERLY

Action Date: 08/10/2010

Comm Type: PHONE

Analyst: KWASHI33

Action Time:

08.46.02.390

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Action Data: Yes

Comments KIM EXT 7719--OBC TO CUST: SHE STATED THAT THEY DID NOT TELL HER THAT IT WILL ONLY CAPTURE 4 RECORDINGS, CUST STATED THAT THERE IS A NUM OF THINGS WRONG, SHE STATED THERE IS A NOISE WITH HER POWER STEERING, HORRIBLE VIBRATION ON GAS PEDDLE, NORMALLY @ 60, SHE WANTS THIS CONCERN TO BR RESSOLVED. FU 8/13

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-13-2010
TIME OF FOLLOW UP (HH:MM)	15:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03689 WILDCAT FORD LINCOLN

Odometer: 12000 MI

Analyst Name: SOARDS,RICK

Action Date: 08/11/2010

Comm Type: VISIT

Analyst: R-SOARDS

Action Time: 15.33.59.083

Origin Desc: DEALER

Action Data: No

Comments HUSBAND BROUGHT BACK VDR YESTERDAY 8/10/10 WE ARE DOWNLOADING INFO TO SEE IF SHOWS ANYTHING WILL ADD COMMENTS 8/12

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

Dealer: 03689 WILDCAT FORD LINCOLN

Odometer: 12000 MI

Analyst Name:

WASHINGTON,KIMBERLY

Action Date: 08/13/2010

Comm Type: PHONE

Analyst: KWASHI33

Action Time:

09.19.10.682

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Action Data: Yes

Comment [REDACTED] CANNOT FIND ANY INFO FROM VDR, INFORMED CUST NEXT WEEK WOULD FOLLOW @ 60MPH VIBRATION @ PEDDLE STEERING COLUMN MAKES NOISE WHEN TURNING, REPLACE WHOLE ASSEMBLY IF WE DO FIND SOMETHING, SET APPOINTMENT==OBC TO CUST [REDACTED] @ [REDACTED]: INFORMED THE CUST THAT SHE NEEDS TO MAKE AN APPT TO HAVE HER CONCERNS ADDRESSED, INFORMED THE CUST THAT THEY ARE LOOKING INTO THE INFO THAT COMES FROM THE VDR SHE STATED SHE WOULD CALL TODAY TO MAKE AN APPT TO BRING HER VEH IN., FU 8/17

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-17-2010

TIME OF FOLLOW UP (HH:MM):

15:00

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

Dealer: 03689 WILDCAT FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name:  
WASHINGTON, KIMBERLY

Analyst: KWASHI33

Action Date: 08/17/2010

Action Time:  
09.41.35.959

Action Data: Yes

Comments [REDACTED] CUST HAS NOT BROUGHT VEH IN AT THIS TIME==SPOKE W/ HER ON FRI==SHE IS SUPPOSE TO BRING THE VEH IN== SM STATED SA IS GOING TO CONTACT CUST TO SET AN APPT==OBC TO CUST [REDACTED] @ [REDACTED] HE IS SUPPOSED TO CB WITH A DATE TO BRING THE VEH IN==CUST STATES THAT A SA IS SUPPOSED TO CALL HER REGARDING INFO REGARDING A THROTTLE BODY AND THEN SET AN APPT TO COME IN AT THAT TIME==I INFORMED HER OF FU 8/19==AT THIS POINT AN APPT SHOULD BE SET

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-19-2010

TIME OF FOLLOW UP (HH:MM):

15:00

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

Dealer: 03689 WILDCAT FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name:  
WASHINGTON, KIMBERLY

Analyst: KWASHI33

Action Date: 08/19/2010

Action Time:  
09.01.59.240

Action Data: Yes

Comment [REDACTED] VEH IS IN==GOING THRU VDR DATA==ORDER A PART (POSSIBLE THROTTLE BODY)==ADDRESS 2 OTHER CONCERNS==OBC TO CUST [REDACTED] @ [REDACTED] INFORMED THAT SA DAN STATED THE TECH IS GOING THRU THE VDR INFO==WILL ORDER PART IF NECESSARY==THE TECH WILL ADDRESS THE OTHER 2 CONCERNS==INFORMED HER THAT THE SA WILL HAVE INFO REGARDING VEH BY 8/24==FU 8/24

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-24-2010

TIME OF FOLLOW UP (HH:MM):

17:00

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

Dealer: 03689 WILDCAT FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name:  
WASHINGTON, KIMBERLY

Analyst: KWASHI33

Action Date: 08/24/2010

Action Time:  
13.10.35.275

Action Data: Yes

Comments [REDACTED] THROTTLE BODY WAS PUT ON YDAY== AT THIS TIME THE TECH IS ADDRESSING THE NOISE IN STEERING COLUMN AND PEDDLE VIBRATES==TRYING TO MAKE 100% SURE THAT THEY ADDRESS ALL OF HER CONCERNS, FU 8/26==OBC TO CUST [REDACTED] @ [REDACTED] [REDACTED] ATTEMPTED THE CUST # SEVERAL TIMES AND THE LINE REMAINS BUSY, FU 8/26



Data Element Name	Data Value
DATE OF FOLLOW UP:	08-26-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN  
Odometer: 12000 MI  
Analyst Name: SOARDS,RICK  
Action Date: 08/25/2010  
Comm Type: VISIT  
Analyst: R-SOARDS  
Action Time: 14.28.48.195  
Origin Desc: DEALER  
Action Data: No

Comments REPLACED THROTTLE BODY FOR RUN CONCERN, CANNOT DUPLICATE OTHER TWO ISSUES. CALLED CUSTOMER STATES SHE DOES NOT WANT CAR BACK UNTIL FIXED.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN  
Odometer: 12000 MI  
Analyst Name: WASHINGTON,KIMBERLY  
Action Date: 08/26/2010  
Comm Type: PHONE  
Analyst: KWASHI33  
Action Time: 10.43.53.822  
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Action Data: Yes

Comment [REDACTED] FOUND NOISE IN THE STEERING WHEEL-CANT GET THE PEDDLE TO DUP VIBRATION==ORDERED STEERING ASSEMBLY==CUST IS IN RENTAL==PARTS IN TOMOMRROW==OBC TO CUST @ BC TO CUST [REDACTED] LM ON VM TO CB, FU 8/27

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-27-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN  
Odometer: 12000 MI  
Analyst Name: WASHINGTON,KIMBERLY  
Action Date: 08/27/2010  
Comm Type: PHONE  
Analyst: KWASHI33  
Action Time: 09.37.27.767  
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Action Data: Yes

Comments [REDACTED] PART IS IN AND WILL BE PLACED ON THE VEH==FU 8/30 ==OBC TO CUST [REDACTED] @ [REDACTED] INFORMED CUST THAT THE PART IS IN AND PER SM FU 8/30 REGARDING THE VEH

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-30-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03689 WILDCAT FORD LINCOLN  
Odometer: 12000 MI  
Analyst Name: WASHINGTON,KIMBERLY  
Comm Type: PHONE  
Analyst: KWASHI33  
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Action Date: 08/30/2010

Action Time:  
15.42.21.516

Action Data: Yes

Comments: [REDACTED] THE VEH IS READY TO BE PU==OBC TO CUST @ [REDACTED] CUST STATED THAT SHE WANTS TO SPEAK WITH DAN CONCERNING HER VEH., FU 8/31

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-31-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03689 WILDCAT FORD LINCOLN

Origin Desc: DEALER

Odometer: 12000 MI

Comm Type: VISIT

Analyst Name: SOARDS,RICK

Analyst: R-SOARDS

Action Date: 08/31/2010

Action Time: 07.48.33.703

Action Data: No

Comments: CUSTOMER PICKED UP ON 8/30/10 SO FAR SO GOOD

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

Dealer: 03689 WILDCAT FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name:  
WASHINGTON,KIMBERLY

Analyst: KWASHI33

Action Date: 09/01/2010

Action Time:  
13.49.56.850

Action Data: Yes

Comments: OBC TO CUST @ [REDACTED] ATTEMPTED NUM MULT TIMES AND IT REMAINED BUSY, FU 9/2/20 (1)

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-02-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CONCERN RESOLVED

Dealer: 03689 WILDCAT FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name:  
WASHINGTON,KIMBERLY

Analyst: KWASHI33

Action Date: 09/02/2010

Action Time:  
10.53.20.883

Action Data: Yes

Comments: OBC TO CUST @ [REDACTED] CUST STATED THE VEH IS DOING MUCH BETTER==AT THIS TIME THE PROB SEEMS TO BE GONE, CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	89
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N



--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

---

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All Action Details for Issue

[Print](#)

VIN: 1FMCU0D71AK [REDACTED] Year: 2010 Model: ESCAPE Case: 610883379  
Name: [REDACTED] Owner Status: Original WSD: 2009-11-03  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CUSTOMER FEEDBACK

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE  
CSR

Odometer: 1 MI

Comm Type: SURVEY

Analyst Name: DOROTHY WILLIAMS  
(DWILL297)

Analyst: DWILL297

Action Date: 12/03/2009

Action Time:  
16.58.07.607

Action Data: No

Comments CUSTOMER SAID: SURVEY UNDATED= MULTIPLE SALING FEATURES CONCERNS= EXTREMELY  
PLEASED WITH SERVICE REP = HE WAS A VERY GOOD REP OF THE DLR AND FORD \*\*\*\*\*CRC ADVISED! \*\*  
CUSTOMER FEEDBACK LETTER SENT

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## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/9/2012 CLOSED	ROWLAND P ALSTON ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	3FAHP0HAXAR [REDACTED] 1645911222	2010	01
5/8/2012 CLOSED	ROWLAND P ALSTON CLP - CRC SUPPORTS FIELD'S DECISION	3FAHP0HAXAR [REDACTED] 1645911222	2010	01
5/8/2012 CLOSED	ROWLAND P ALSTON CLP - IN - FIN ASSIST - OBC	3FAHP0HAXAR [REDACTED] 1645911222	2010	03
5/2/2012 CLOSED	ROWLAND P ALSTON MARKETING PUBLIC PRIVATE OFFERS	3FAHP0HAXAR [REDACTED] 1645911222	2010	01
5/2/2012 CLOSED	ROWLAND P ALSTON CRC RELATED - ALLOW FOLLOW UP TIME TO OCCUR	3FAHP0HAXAR [REDACTED] 1645911222	2010	01

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**All Action Details for Issue**[Print](#)

VIN: 3FAHP0HAXAR [REDACTED]

Year: 2010

Model:

Case:  
1645911222

Name: [REDACTED]

Owner Status: Original

WSD: 2009-11-  
27**Symptom Desc:** GENERAL INQUIRIES REQUEST/NON-VEHICLE  
RELATED

Primary Phone: [REDACTED]

**Reason Desc:** ROADSIDE ASSISTANCE REQUEST-WARRANTY  
COVEREDSecondary Phone: [REDACTED] -  
[REDACTED]**Issue Type:** 01 INQUIRY**Issue Status:** CLOSED**Action:** ROADSIDE ASSISTANCE-TOW-WHEEL LIFT**Dealer:****Origin Desc:** CROSS COUNTRY MOTOR CLUB**Odometer:** 046523 MI **Comm Type:** MAIL**Analyst Name:** **Analyst:** SYSTEM**Action Date:** 05/09/2012 **Action Time:** 22.35.05.786 **Action Data:** No**Comments** REIMBURSEMENT PAID

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0HAXAR [REDACTED] Year: 2010 Model: Case: 1645911222  
 Name: [REDACTED] Owner Status: Original WSD: 2009-11-27  
 Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION Secondary Phone: [REDACTED]  
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE

Dealer: 01060 MCLAUGHLINMOTORS INC

Origin Desc: CRC TIER ONE - FLEET

Odometer: 46100 MI

Comm Type: PHONE

Analyst Name: MONTGOMERY (DMONTG50),DAWN

Analyst: DMONTG50

Action Date: 05/08/2012

Action Time: 17.07.14.779

Action Data: No

Comments -C/W [REDACTED] -DAY [REDACTED] -CASE # 1 [REDACTED] -2010 FUSION 46100 -3FAHP0HAXAR [REDACTED] -WRENCH LIGHT-STALLING/QUIT-THROTTLE BODY WAS THE ISSUE-DLR STATES THAT PARTS WEREN'T COVERED-DLR WAS CONTACTED FROM THE ESCALATION DEPT AND WAS TOLD THAT THE DLR DIDN'T MEET FIN ASST CRITERIA AND CUST PAY - BECAUSE OF WHAT I HAVE WENT THROUGH I CAN'T RECOMMEND ANY VEHS TO ANYONE- 21ND TIME THAT I HAVE HAD THIS ISSUES, HAPPENED IN MARCH/APRIL 2012, UNABLE TO DUPLICATE THE SYMPTOMS-LOOKING FOR REPAIRS TO BE COVERED MCLAUGHLIN FORD950 NORTH MAIN STREETSUMTER, SC 29150TEL:(803) 773-1481 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.- ADVISED OF MAILING ADDRESS TO MAIL LETTER

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0HAXAR [REDACTED] Year: 2010 Model: Case: 1645911222  
 Name: [REDACTED] Owner Status: Original WSD: 2009-11-27  
 Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - FIN ASSIST - OBC Secondary Phone: [REDACTED]  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 05/03/2012

Action: TIER ONE OPEN ISSUE

Dealer: 01060 MCLAUGHLINMOTORS INC

Origin Desc: TIER ONE - MELBOURNE

Odometer: 46000 MI

Comm Type: PHONE

Analyst Name: BURGMAN, ANTHONY

Analyst: ABURGMAN

Action Date: 05/02/2012

Action Time: 15.58.22.830

Action Data: No

**Comments** \*\*CUST SAYS:--CUST SAYS THE VEH WAS HESITATING AND STALLING OUT AND THE WRENCH LIGHT WAS ON ABOUT A MONTH AGO--DLR REPAIRED VEH--VEH STALLED ON CUST TODAY--TOWED VEH TO DLR--DLR SAYS THIS IS A THROTTLE BODY ISSUE--DLR SAYS THIS IS NOT COVERED UNDER WARRANTY AND HE MAY BE CHARGED FOR TOWING--CUST LOOKED AT THE WARRANTY MANUAL AND BELIEVES HE SHOULD BE COVERED FOR THESE ISSUES--REPAIR COST \$500--CUST SEEKING FIN ASSISTANCE\*\*DLR SAYS:-- MCLAUGHLIN FORD 950 NORTH MAIN STREET SUMTER SC 29150 [REDACTED] OBC TO DLR SPOKE TO SA MIKE--SA GAVE PART NUMBER DS7Z9E926A--SA SAYS SM SET UP TOW THROUGH THE DLR--SM KIRBY SAYS HE SENT IN TOW BILL TO ROADSIDE FOR REIMBURSEMENT\*\*CRC ADVISED:-- "AFTER REVIEWING MY RESOURCES, I SEE THERE ARE NO FACTORY WARRANTIES OR PROGRAMS IN EFFECT ON YOUR VEHICLE THAT WOULD PROVIDE FINANCIAL ASSISTANCE FOR YOUR CURRENT CONCERN. I HAVE HOWEVER DOCUMENTED YOUR ISSUE; THE DETAILS WILL BE PROVIDED TO YOUR SERVICING DEALERSHIP AND REVIEWED INTERNALLY WITHIN FORD MOTOR COMPANY. PLEASE ALLOW THE NECESSARY TIME TO ASSESS YOUR CONCERN WHICH MAY TAKE UP TO 4 BUSINESS DAYS. ONCE FORD HAS COLLABORATED WITH YOUR DEALERSHIP, AND A FINAL DECISION IS RENDERED REGARDING FINANCIAL ASSISTANCE, YOU WILL BE CONTACTED BY EITHER THE DEALERSHIP'S SERVICE MANGER OR A REPRESENTATIVE OF FORD MOTOR COMPANY. WE APPRECIATE YOU TAKING THE TIME TO MAKE US AWARE OF THIS ISSUE AND THANK YOU FOR CONTACTING FORD MOTOR COMPANY."--ADVISED CUST OF THE ABOVE--ADVISED CUST SM SENT IN TOW BILL FOR POSSIBLE REIMBURSEMENT--ADVISED CUST THIS PART IS NOT COVERED

Action: CREATE FOLLOW UP

Dealer: 01060 MCLAUGHLINMOTORS INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 46000 MI

Comm Type: PHONE

**Analyst Name:**  
LEWIS,AUTUMN

**Analyst:** ALEWI131

**Action Date:** 05/03/2012

**Action Time:**  
14.19.47.354

**Action Data:** Yes

**Comments** CSM AUTUMN X7763-FOR CSM DENNIS X77718-OBC TO DEALER AND SPOKE TO S/M KIRBY AND HE ADVISED THAT THE VEHICLE WAS IN YESTERDAY AND HAS THE THROTTLE BODY REPLACED. CUSTOMER PICKED UP VEHICLE AND ITS REPAIRED AND ROADSIDE ADVISED THAT IT WAS COVERED AND IT TAKES 4-6 WEEKS - CSM REQUESTED THAT THE S/A AND ADVISE THAT NO ADDITIONAL ASSISTANCE PROVIDED . CSM ADVSIED THAT WILL FOLLOW UP ON 05-08-2012

<b>Data Element Name</b>	<b>Data Value</b>
DATE OF FOLLOW UP:	05-08-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** INELIGIBLE WARRANTY REPAIR  
**Dealer:** 01060 MCLAUGHLINMOTORS INC

**Origin Desc:** DEALER

**Odometer:** 46000 MI

**Comm Type:** PHONE

**Analyst Name:** KIRBY INGRAM

**Analyst:** K-INGRAM

**Action Date:** 05/03/2012

**Action Time:** 16.57.17.467

**Action Data:** No

**Comments** REPAIRS HAVE BEEN COMPLETED, VEHICLE RETUURNED TO CUSTOMER TOTAL COST WAS 280.00 . CALLED CUSTOMER TODAY AND ADVISED CUSTOMER NO ASSIATANCE WOULD BR OFFERED

**Action:** CONCERN ADDRESSED

**Dealer:** 01060 MCLAUGHLINMOTORS INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 46000 MI

**Comm Type:** PHONE

**Analyst Name:** LECIK  
(DLECIK),DENNIS

**Analyst:** DLECIK

**Action Date:** 05/08/2012

**Action Time:**  
15.10.27.755

**Action Data:** Yes

**Comments** DLECIK EXT# 77718 PER DEALER LAST ENTRY: COMMENTS REPAIRS HAVE BEEN COMPLETED, VEHICLE RETUURNED TO CUSTOMER TOTAL COST WAS 280.00 . CALLED CUSTOMER TODAY AND ADVISED CUSTOMER NO ASSIATANCE WOULD BR OFFERED

<b>Data Element Name</b>	<b>Data Value</b>
CUSTOMER'S LTV SCORE	56
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N

X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0HAXAR [REDACTED] Year: 2010 Model: Case: 1645911222  
 Name: [REDACTED] Owner Status: Original WSD: 2009-11-27  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
 Reason Desc: MARKETING PUBLIC PRIVATE OFFERS Secondary Phone: [REDACTED]  
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE

Dealer: 01060 MCLAUGHLINMOTORS INC

Origin Desc: TIER ONE - MELBOURNE

Odometer: 46000 MI

Comm Type: PHONE

Analyst Name: BURGMAN, ANTHONY

Analyst: ABURGMAN

Action Date: 05/01/2012

Action Time: 17.56.31.117

Action Data: No

**Comments** \*\*CUST SAYS:--CUST SAYS THE VEH WAS HESITATING AND STALLING OUT AND THE WRENCH LIGHT WAS ON ABOUT A MONTH AGO--DLR REPAIRED VEH--VEH STALLED ON CUST TODAY--TOWED VEH TO DLR--DLR SAYS THIS IS A THROTTLE BODY ISSUE--DLR SAYS THIS IS NOT COVERED UNDER WARRANTY AND HE MAY BE CHARGED FOR TOWING--CUST LOOKED AT THE WARRANTY MANUAL AND BELIEVES HE SHOULD BE COVERED FOR THESE ISSUES--REPAIR COST \$500--CUST SEEKING FIN ASSISTANCE\*\*DLR SAYS:-- MCLAUGHLIN FORD 950 NORTH MAIN STREETSUMTER SC 29150(803) 773-1481 --OBC TO DLR SPOKE TO SA MIKE--SA GAVE PART NUMBER DS7Z9E926A--SA SAYS SM SET UP TOW THROUGH THE DLR\*\*CRC ADVISED:--LM FOR SM KIRBY TO CALL BACK ABOUT TOW REIMBURSEMENT

Action: FOLLOW UP - OPEN

Dealer: 01060 MCLAUGHLINMOTORS INC

Origin Desc: TIER ONE - MELBOURNE

Odometer: 46000 MI

Comm Type: PHONE

Analyst Name: BURGMAN, ANTHONY

Analyst: ABURGMAN

Action Date: 05/01/2012

Action Time: 17.59.44.147

Action Data: Yes

**Comments** --SPEAK WITH SM ABOUT TOW REIMBURSEMENT

Data Element Name

Data Value

DATE OF FOLLOW UP:

05-02-2012

TIME OF FOLLOW UP (HH:MM):

17:30

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**Action:** FOLLOW UP - CLOSE

**Dealer:** 01060 MCLAUGHLINMOTORS INC

**Origin Desc:** TIER ONE -  
MELBOURNE

**Odometer:** 46000 MI

**Comm Type:** PHONE

**Analyst Name:** BURGMAN,  
ANTHONY

**Analyst:** ABURGMAN

**Action Date:** 05/02/2012

**Action Time:**  
16.09.22.728

**Action Data:** No

**Comments** --OBC TO CUST --ADVISED OF 4 DAY F/U FOR FIN ASSISTANCE

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**All Action Details for Issue**


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[Print](#)

**VIN:** 3FAHP0HAXAR [REDACTED]      **Year:** 2010      **Model:**      **Case:** 1645911222  
**Name:** [REDACTED]      **Owner Status:** Original      **WSD:** 2009-11-27  
**Symptom Desc:** GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED      **Primary Phone:** [REDACTED]  
**Reason Desc:** CRC RELATED - ALLOW FOLLOW UP TIME TO OCCUR      **Secondary Phone:** [REDACTED]  
**Issue Type:** 01 INQUIRY      **Issue Status:** CLOSED

---

**Action:** TIER ONE CLOSE ISSUE**Dealer:** 01060 MCLAUGHLINMOTORS INC**Origin Desc:** TIER ONE - MELBOURNE**Odometer:** 46000 MI**Comm Type:** PHONE**Analyst Name:** DELGAUDIO, TRACI**Analyst:** TDELGAUD**Action Date:** 05/02/2012**Action Time:** 13.33.09.913**Action Data:** No

**Comments** \*\*CUSTOMER SAYS\*\*-SPOKEN TO SOMEONE YESTERDAY-WAS SUPPOSED TO CALL BACK TODAY-HAVE NOT HEARD BACK YET-VEH IS READY TO PICK UP\*\*DEALER\*\*MCLAUGHLIN FORD 950 NORTH MAIN STREETSUMTER SC 29150(803) 773-1481  
 \*\*CRC ADVISOR\*\*PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADV PER HISTORICALS F/U SCHEDULED FOR 5/2 BY 1730 EST

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THE LAW OFFICE OF

[REDACTED]

[REDACTED]  
COLUMBIA, SOUTH CAROLINA

[REDACTED]

September 25, 2012

3 SC  
HT

FOR SETTLEMENT PURPOSES ONLY

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

RECEIVED  
SEP 17 2012

Re: 2010 Ford Fusion SE  
VIN 3FAHP0HAXAR [REDACTED]  
Case # 1645911222

Dear Sir or Madame:

I am the owner of this 2010 Ford Fusion, which I bought new from a Ford dealer. My prior vehicle was a Toyota Camry.

I had heard good things about the Fusion, especially this model being the "Motor Trend Car of the Year," and was excited to drive an American car again. Unfortunately, I have had many complaints with the quality of the Fusion.

Not long after purchase, weather seals around the windows were coming apart. Then, paint was coming off the center button of the heater control, and weather-stripping on the driver door needed replacement. Next, the windshield wipers were not functioning properly. Fortunately, these issues were covered under the warranty.

However, with under 44,000 miles, the Fusion stalled out and the instrument panel indicated that something was wrong with the transmission. I had it towed to a dealer on March 21, 2012, and the dealer could not diagnose the problem and replaced a canister in hopes the issue would be resolved. The issue was not resolved.

On May 1, 2012, the Fusion stalled out on me again on a highway. Fortunately, no accident resulted and I was not injured. I had the vehicle towed to another dealer, where the throttle body had to be replaced. The total charge was \$280.01. I was informed by the dealer, and by you, that this part was not covered under the warranty and that no variance would be issued in that regard. It is my understanding that a throttle body is essential to a properly functioning transmission.

CERTIFIED CIRCUIT COURT MEDIATOR  
ADMITTED IN SOUTH CAROLINA AND THE DISTRICT OF COLUMBIA



Finally, two problems other have recently arisen, with little more than 55,000 miles on the vehicle. The battery died, and the dash console compartment broke. The battery cost \$149.40 to replace by a Ford dealer. I was informed by this dealer the entire console compartment will have to be replaced to properly fix. This will cost \$323.92.

These are entirely too many problems for a customer to encounter on a vehicle purchased new less than three years ago, and with little more than 55,000 miles on the vehicle. During my ownership of the Camry of up to 155,000 miles, I only had to replace the battery once. Everything else was routine maintenance. And I am not one who does not take care of a vehicle.

At this time, I cannot recommend to anyone to purchase a Fusion. And as a customer, I do not believe that I either should have incurred the costs represented herein, nor incur the future cost of console compartment replacement.

By my calculations, I have incurred \$429.41 in charges that should have been covered under the express warranty. As a company that stands by a quality commitment, the \$323.92 charge for console compartment replacement should be covered as well. And if these are not covered under the express warranty, then they are under an implied warranty that arises under South Carolina law.

Consequently, I demand that Ford Motor Company issue payment to me in the amount of \$753.33. If this controversy cannot be resolved within 30 days of the date of this letter, I will seek resolution before a jury of my peers, and for a greater sum.

Copies of the relevant invoices are enclosed for your review.

Thank you for your time with this matter, and I look forward to hearing from you.

Sincerely,

A large black rectangular redaction box covering the signature area of the letter.

Encl.

MCLAUGHLIN MOTORS INC  
950 N MAIN ST  
SUMTER, SC 29150  
803-773-1481  
10129100 / C3792793

# MCLAUGHLIN



"Sumter's Authorized Ford Dealer"

**McLAUGHLIN MOTORS, Inc.**  
950 N. MAIN ST. AT HWY. 76 - 378 BY-PASS  
SUMTER, SC 29150

PHONE (803) 773-1481 FAX (803) 778-1056 TOLL FREE (800) 948-7764

Merchant ID: 010129100000  
Term ID: 73792793 Ref #: 0009

### Sale

VISA Entry Method: Swiped  
Total: \$ 25.70  
11/23/10 11:25:26  
Inv #: 025122 Appr Code: 05823C  
Apprvd: Online Batch#: 000549

**DISCLAIMER OF WARRANTIES**  
are those made by the manufacturer. The seller, McLaughlin Motors, Inc., hereby expressly disclaims all warranties, implied warranty of merchantability or fitness for a particular purpose, and the seller McLaughlin Motors, Inc. neither assume for it any liability in connection with the sale of said products. I ACKNOWLEDGE RECEIPT OF THE PARTS

Customer Copy  
THANK YOU!

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: C25122

FOR OFFICE USE

VEHICLE INFORMATION

TAB: 0001 ADV: 343 GANTT, W INVOICED: 11/23/2010 11:54:18 AM 10 FUSION GREEN LICENSE NUMBER: [REDACTED]

### GRAND TOTALS

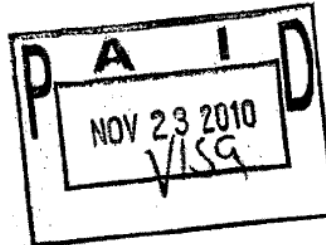
#### SUMMARY OF CHARGES FOR INVOICE C25122

PARTS	8.30
OIL-OIL-GRASE	15.25
LAB-MECHANICAL	9.50
SERVICE SPECIAL ADJUSTMENT	9.21
BATT/TIRE/OIL/ TAX	.10
EPA	.50
SUB-TOTAL	24.55
TAX	1.15
TOTAL CHARGE	25.70

#### PAYMENT DISTRIBUTION FOR INVOICE C25122

TOTAL CHARGE	25.70
CASH	25.70

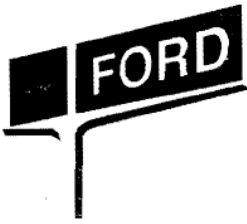
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
WAR - WARRANTY  
IF YOU HAVE ANY QUESTIONS - PLEASE SEE WILBUR R. GANTT



PAGE 2  
LAST PAGE

BlueOvalCertified

CUSTOMER COPY



# MCLAUGHLIN



"Sumter's Authorized Ford Dealer"

**McLAUGHLIN MOTORS, Inc.**  
950 N. MAIN ST. AT HWY. 76 - 378 BY-PASS  
SUMTER, SC 29150

PHONE (803) 773-1481 FAX (803) 778-1056 TOLL FREE (800) 948-7764

### DISCLAIMER OF WARRANTIES

Any warranties on the products sold here<sub>y</sub> are those made by the manufacturer. The seller, McLaughlin Motors, Inc., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller McLaughlin Motors, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

CUSTOMER'S SIGNATURE

### INVOICE TO

### DRIVER/OWNER INFORMATION -- INVOICE: W25867

ATTENTION: 2061403 ER

ATTENTION: CR

COLUMBIA SC

COLUMBIA SC

HOME:

HOME:

EMAIL:

EMAIL:

### FOR OFFICE USE

### VEHICLE INFORMATION

TAB: 0700 ROW: 343 GANTT, MI INVOICE: PRELIM WAR W C CW

VIN 3FA1PG1A2AR LICENSE NUMBER:

TAX RULES: YVANN INVOICED: 12/23/2010 10:28:50

10 FORD FUSION SE 4DR SEM GREEN

ORDERER IN: 19903

DIST: 1FA

STOCK# 00003126

DATES BEGIN: 12/23/10 DONE: 12/23/10

DATES INSERVICE: 112709 PRODUCTION: 112209 BDLB: 112709

CONCERN 01 USE SPD 10327009

OPERATION TECH HOURS AMOUNT

CORRECTION NO CHARGE

NC 199 .0

FACTORY TECH: 199 - SHIP, NAME S SS#: 3333

: C20

CONCERN 02 CUST STATES COLOR COMING OFF CENTER BUTTON ON HEATER CONTROL

OPERATION TECH HOURS AMOUNT

CORRECTION CONTROL ASSEMBLY-AIR CONDITIONER - REPLACE

19960A 112 .2

PART NUMBER P08 NOTE DESCRIPTION QTY SELL

SPD 9E51 19960 G CONTROL 1

FACTORY TECH: 112 - FITZGERALD, PAT SS#: 7911

: C20

FP-9E5119960G

CONCERN 03 CUST STATES WEATHERSTRIPING ON DRIVER DOOR

OPERATION TECH HOURS AMOUNT

CORRECTION PART ORDERED

A 104 .0

COMMENT 104 ORDERED WEATHERSTRIP

PART NUMBER P08 NOTE DESCRIPTION QTY SELL

SPD A251 5421597 A RUN - DOOR 1

FACTORY TECH: 104 - BELL, MURRY SS#: 9544

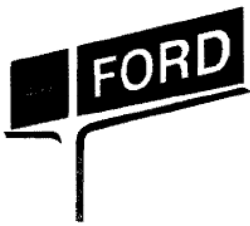
: T53

FP-A2515421597A

PAYMENT DISTRIBUTION FOR INVOICE W25867

PAGE 1

FILE COPY



# MCLAUGHLIN

*Sumter's Authorized Ford Dealer*

**McLAUGHLIN MOTORS, Inc.**  
950 N. MAIN ST. AT HWY. 76 - 378 BY-PASS  
SUMTER, SC 29150

PHONE (803) 773-1481 FAX (803) 778-1056 TOLL FREE (800) 948-7764

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, McLaughlin Motors, Inc., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller McLaughlin Motors, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

CUSTOMER'S SIGNATURE

..... INVOICE TO .....	..... DRIVER/OWNER INFORMATION .....	INVOICE: W25367
..... FOR OFFICE USE .....	..... VEHICLE INFORMATION .....	
TAG: 0783 ADV: 343 GANTT, W INVOICED: 12/23/2010 10:28:50 CW	10 FUSION GREEN	LICENSE NUMBER: [REDACTED]

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
CUE - CUSTOMER/PAY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE WILBUR R. GANTT

\*\*\*\*\*  
 \* PLEASE BE AWARE THAT YOU MAY RECEIVE A SURVEY OR FOLLOW-UP CALL \*  
 \* FROM FORD MOTOR CO. ABOUT THIS REPAIR. PLEASE TAKE THE TIME TO \*  
 \* COMPLETE THIS SURVEY. IF YOU ARE NOT "COMPLETELY SATISFIED", PLEASE \*  
 \* CONTACT MR. BILL MCLAUGHLIN OR MR. KIRBY INGRAM AT 773-1431. \*  
 \*\*\*\*\*

PAGE 2  
LAST PAGE

FILE COPY



CUSTOMER #: AR255399

62494



INVOICE

DICK SMITH FORD

2800 Two Notch Rd.

Columbia, SC 29204

Phone (803) 343-5802 Fax (803) 343-3191

www.dicksmith.com

COLUMBIA, SC

PAGE 1

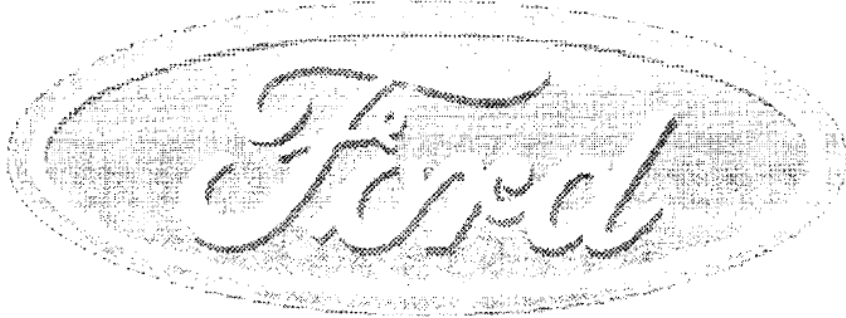
HOME [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:

SERVICE ADVISOR: 1348 JOHN CAMPBELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	10	FORD FUSION	3FAHPOHAXAR [REDACTED]		35634/35634	T379	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:00 20OCT11			CASH	20OCT11
R.O. OPENED	READY	OPTIONS: ENG:2.5_Liter					
07:59 20OCT11	08:34 20OCT11						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
A CUSTOMER STATES RIGHT WINDSHIELD WIPER SKIPS GOING ACROSS GLASS AND HAS REPLACED BLADES							
				8888	ADJUST RIGHT WIPER ARM		
				1320	ISL		(N/C)
*****							
B							
B PERFORM MULTI-POINT INSPECTION							
				99P	PERFORM MULTI-POINT INSPECTION		
				1320	ISL		(N/C)
*****							



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

CUSTOMER COPY



1201 W. Main St.  
 LEXINGTON, S.C. 29072  
 (803) 359-4114  
 Service Direct Line (803) 951-8199

CUSTOMER NO <b>60107</b>	ADVISOR <b>JONATHAN KEY</b>	TAG NO. <b>583</b>	INVOICE DATE <b>03/21/12</b>	INVOICE NO. <b>FOCS60238</b>
	LABOR RATE	LICENSE NO.	MILEAGE <b>43,997</b>	COLOR
	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SE FWD</b>			DELIVERY DATE
	VEHICLE I.D. NO. <b>3 F A H P O H A X A R</b>			DELIVERY MILES
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>03/16/12</b>	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 44027

**JOB# 1 CHARGES**

LABOR  
 # 1 30FOZ \*AUTO TRANSMISSION UNITS: 2.50 TECH(S):564 WARRANTY  
 CUSTOMER STATES TRANSMISSION WAS NOT SMOOTH, STALLED OUT.  
 WRENCH LIGHT ON  
 REPLACED CANNISTER, TEST DROVE, VEHICLE OPERATING AS  
 DESIGNED

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	9E5Z-9D653-C	CANNIST		0.00
				TOTAL - PARTS	0.00

SUBLET  
 PO# 60238 VEND INV# 41139 INV DATE 03/16/12 DESCRIPTION TOW BILL WARRANTY 0.00  
 TOTAL - SUBLET 0.00

**JOB# 1 TOTALS**

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

**JOB# 2 CHARGES**

LABOR  
 # 2 30FOZ01 \*AUTO TRANS CONCERN UNITS: TECH(S):564 INTERNAL  
 CUSTOMER STATES SITTING IN TRAFFIC, TRAC CONTROL LIGHT CAME  
 ON  
 COULD NOT DUPLICATE CUSTOMER CONCERN

**JOB# 2 TOTALS**

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

**JOB# 3 CHARGES**

LABOR  
 # 3 99FOZ099P MULTI POINT INSP UNITS: TECH(S):564 0.00  
 PERFORM MULTI-POINT INSPECTION  
 COMPLETE

**JOB# 3 TOTALS**

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

**DISCLAIMER OF WARRANTIES**

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES 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 THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

**TERMS: CASH UNLESS ARRANGEMENTS MADE.**

PARTS & SERVICE HOURS

MONDAY - FRIDAY  
 7:30 A.M. TO 6:00 P.M.  
 SATURDAY  
 7:30 A.M. TO 3:00 P.M.

**Thank you!**

The Reynolds and Reynolds Company EBANTIME C020287 Q (05/11)

*Jim Hudson*



1201 W. Main St.  
LEXINGTON, S.C. 29072

(803) 359-4114  
Service Direct Line (803) 951-8199

CUSTOMER NO. <b>60107</b>	ADVISOR <b>JONATHAN KEY</b>	TAG NO. <b>583</b>	INVOICE DATE <b>03/21/12</b>	INVOICE NO. <b>FOCS60238</b>
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	LABOR RATE [REDACTED]	LICENSE NO. [REDACTED]	MILEAGE <b>43,997</b>
COLUMBIA, SC [REDACTED]	VEHICLE I.D. NO. <b>10/FORD/FUSION/4DR SDN SE FWD</b>		COLOR [REDACTED]	STOCK NO. [REDACTED]
F.T.E. NO. [REDACTED]		P.O. [REDACTED]	SELLING DEALER NO. [REDACTED]	PRODUCTION DATE <b>03/16/12</b>
COMMENTS			MO: 44027	

COMMENTS

TOTALS

\*\*\*\*\*

<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK	CK NO. [ ]	
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	
<input type="checkbox"/> AMER XPRESS	<input type="checkbox"/> OTHER	<input type="checkbox"/> CHARGE	

\*\*\*\*\*

TOTAL LABOR...	0.00
TOTAL PARTS...	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G...	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

**DISCLAIMER OF WARRANTIES**

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES 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 THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

**TERMS: CASH UNLESS ARRANGEMENTS MADE.**

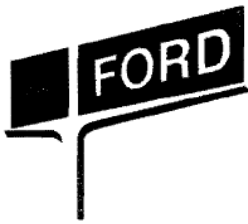
**PARTS & SERVICE HOURS**

MONDAY - FRIDAY  
7:30 A.M. TO 6:00 P.M.

SATURDAY  
7:30 A.M. TO 3:00 P.M.

**Thank you!**

The Reynolds and Reynolds Company, E-FANTIME C7702867 Q (06/11)



# MCLAUGHLIN



"Sumter's Authorized Ford Dealer"

McLAUGHLIN MOTORS, Inc.

950 N. MAIN ST. AT HWY. 76 - 378 BY-PASS

SUMTER, SC 29150

PHONE (803) 773-1481 FAX (803) 778-1056 TOLL FREE (800) 948-7764

### DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, McLaughlin Motors, Inc., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller McLaughlin Motors, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

CUSTOMER'S SIGNATURE **X**

INVOICE TO

DRIVER/ORDER INFORMATION

INVOICE: C39244

ATTENTION: 2061403 CR

ATTENTION: 2061403 CR 7080460

COLUMBIA

SC

COLUMBIA

SC

HEAT:

HEAT:

EMAIL:

EMAIL:

### FOR OFFICE USE

### VEHICLE INFORMATION

TAX: 0000 ADV: 066 INTRCH, K INVOICE: MCLIN DIS C CM

VIN 3FA0P0HAKR [REDACTED] LICENSE NUMBER: [REDACTED]

TAX FILES: YURCH INVOICED: 05/02/2012 16:18:29

10 FORD FUSION SE 4DR DEN GRK

WHEELER IN: 16528

DIST: 1FA

STOCK# 00003126

DATE: 05/01/12 BIRTH: 05/02/12

DATE:

PRODUCTION: 111209

CONDITION	DESCRIPTION	OPERATION	AMOUNT
CONSTRUCTION	TEST REC SYSTEM, CODE P2112, REPLACED HEADLITE BODY & ROAD TEST	A	82.00
COMMENT	103		
	PART NUMBER	QTY	SELL
	FXC 0872 5F926 A	1	65.00
	REPLACED HEADLITE	1	119.36
FACTORY	TECH: 111 - LACKEY, PAUL		
TOTAL CHARGE FOR CONSTRUCTION			266.36

### SUMMARY OF CHARGES FOR INVOICE C39244

### PAYMENT DISTRIBUTION FOR INVOICE C39244

PARTS	119.36
SHIELD	65.00
SHIFTERS	4.20
LAB-MECHANICAL	82.00
SUB-TOTAL	270.56
TAX	9.80
TOTAL CHARGE	280.36

TOTAL CHARGE	280.01
CASH	280.01

IF YOU HAVE ANY QUESTIONS - PLEASE SEE KIRBY INGRAM



PAGE 1  
LAST PAGE

CUSTOMER COPY



CUSTOMER #: AR255399

72666



INVOICE

DICK SMITH FORD

2800 Two Notch Rd.  
Columbia, SC 29204

Phone (803) 343-5802 Fax (803) 343-3191  
www.dicksmith.com

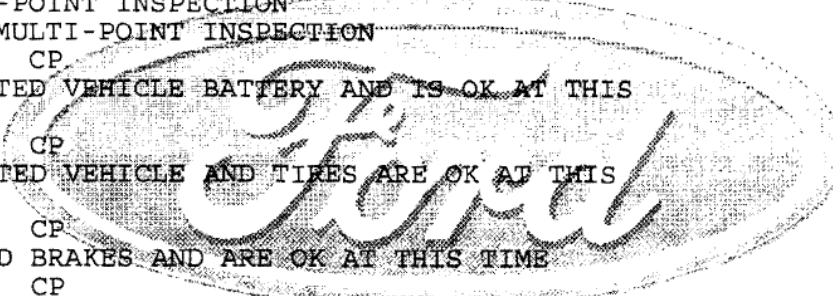
COLUMBIA, SC 29204  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL:

PAGE 1

SERVICE ADVISOR: 342 KYLE WILSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	10	FORD FUSION	3FAHP0HAXAR [REDACTED]		55125/55125		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:00 25SEP12			CASH	25SEP12
R.O. OPENED	READY	OPTIONS: ENG:2.5_Liter					
08:26 25SEP12	09:25 25SEP12						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CHECK DASH CONSOLE BROKEN, ADVISE						
	8888 ESTIMATE TO REPLACE DASH CONSOLE \$320.00						
	999 CP					0.00	0.00
*****							
B**	CHECK FOR NO START, BATTERY DEAD, ADVISE						
	BATTERY REPLACE BATTERY						
	600 CP					37.50	37.50
	1 BXT*96R*500 BATTERY				109.95	99.95	99.95
	1 BATTAX NO MATCH				8.00	2.00	2.00
*****							
C**	PERFORM MULTI-POINT INSPECTION						
	99P PERFORM MULTI-POINT INSPECTION						
	600 CP					0.00	0.00
	GBATT INSPECTED VEHICLE BATTERY AND IS OK AT THIS TIME						
	600 CP					0.00	0.00
	GTIRE INSPECTED VEHICLE AND TIRES ARE OK AT THIS TIME						
	600 CP					0.00	0.00
	GBK INSPECTED BRAKES AND ARE OK AT THIS TIME						
	600 CP					0.00	0.00
*****							
	ENVIRONMENTAL SURCHARGE						2.63
	ESTIMATE TO REPLACE DASH CONSOLE COMPARTMENT.ES TIMATE ONLY!!						



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	37.50
		PARTS AMOUNT	101.95
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	2.63
		TOTAL CHARGES	142.08
		LESS INSURANCE	0.00
		SALES TAX	7.32
		PLEASE PAY THIS AMOUNT	149.40

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

CUSTOMER SIGNATURE

CUSTOMER COPY



CUSTOMER #: AR255399

72666



\*INVOICE\*

DICK SMITH FORD

2800 Two Notch Rd.

Columbia, SC 29204

Phone (803) 343-5802 Fax (803) 343-3191

www.dicksmith.com

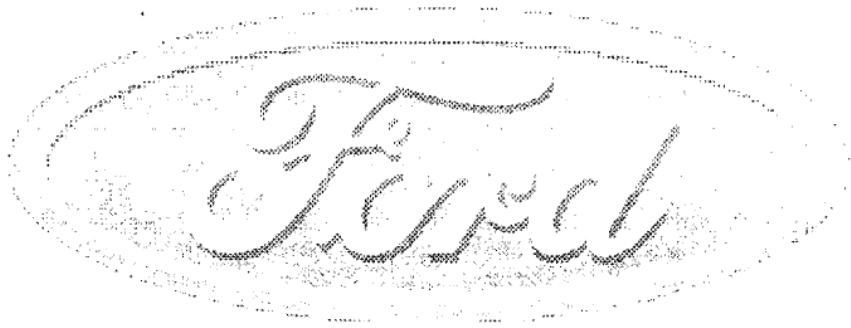
COLUMBIA, SC  
HOME  
BUS: CONT:N/A  
CELL:

PAGE 1

SERVICE ADVISOR: 342 KYLE WILSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	10	FORD FUSION	3FAHP0HAXAR		55125/55125		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	
01JAN10 DD			17:00 25SEP12			CASH	
R.O. OPENED	READY	OPTIONS: ENG:2.5_Liter					INV. DATE
08:26 25SEP12	08:30 25SEP12						25SEP12

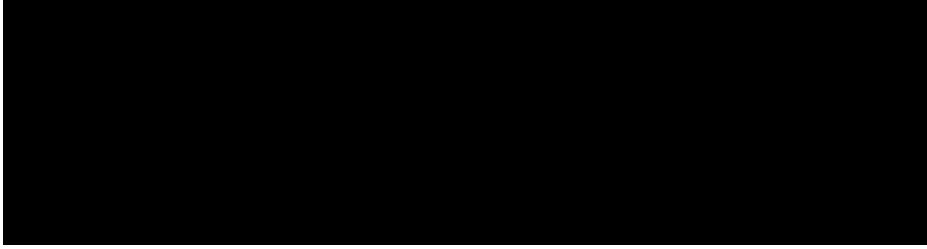
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CHECK DASH	CONSOLE	BROKEN,	ADVISE			
	8888	ESTIMATE TO REPLACE DASH	CONSOLE	COMPARTMENT			
		999	CP			160.67	160.67
1	AE5Z*5413594*EB	COMPARTMENT	ASY -	STOWAGE	1414.32	141.32	141.32
*****							
	ENVIRONMENTAL SURCHARGE						11.25
	ESTIMATE TO REPLACE DASH						
	CONSOLE COMPARTMENT. ESTIMATE						
	ONLY!!						



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		LABOR AMOUNT	160.67
		PARTS AMOUNT	141.32
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	11.25
		TOTAL CHARGES	313.24
		LESS IN^URANCE	0.00
		SALES TAX	10.68
		(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE

CUSTOMER COPY





**From:** [REDACTED]  
**Sent:** Thursday, September 23, 2010 8:18 AM  
**To:** [REDACTED]  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** Capital Ford  
**Requesting Dealer/Fleet:** Capital Ford  
**Contact Person:** wesley Marley  
**Title:** body shop mgr  
**Address:** 4000 capital blyd  
**Telephone:** [REDACTED]  
**Email Address:** [REDACTED]  
**PA Code:** 00978  
**Region:** charlotte  
**City:** Raleigh  
**Dealer State:** NC  
**Fax Number:** [REDACTED]  
**WSD:** 11/25/2009  
**Vehicle Year:** 2010  
**Vehicle Model:** fusion  
**Vehicle VIN:** 3FAHP0HG1AR [REDACTED]  
**Mileage:** 5952  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** RALEIGH  
**State:** North Carolina  
**Zip Code:** [REDACTED]

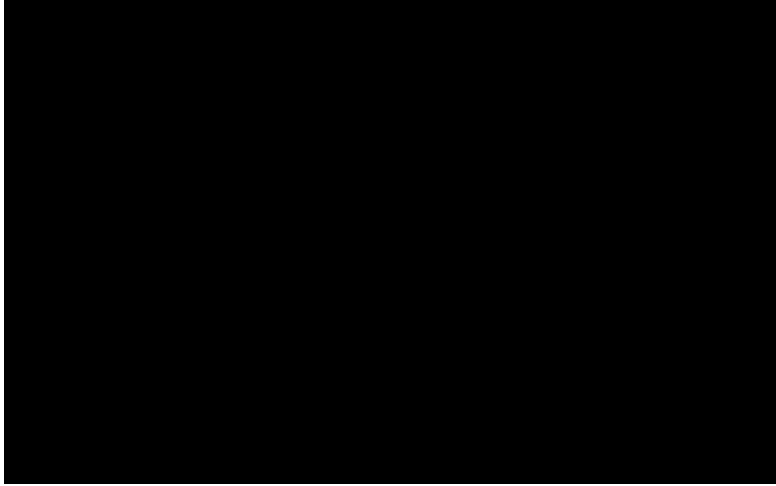
9/23/2010

**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** S2 - Charlotte  
**Incident Involves:** Accident  
**Date of Incident:** 09/09/2010  
**County in which incident occurred:** WAKE  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** SUDDEN ACCELERATION WHILE PARKING VEHICLE CAUSED VEHICLE TO JUMP CURB AND HIT A BUILDING  
**Police Report Filed:** Yes  
**Police Report detail:** WAKE COUNTY  
**Insurance Company Contacted:** Y  
**Insurance Company Advice:** NOT SURE TALKED THEY WITH HIS WIFE [REDACTED]  
**Insurance Company Contact Information:** ERIE INSURANCE MR FLESZAF [REDACTED]  
**Coach Builder:** NO  
**Coach Builder State:** AK - Alaska  
**Vehicle Location:** 4900 CAPITAL BLVD RALEIGH , NC 27616  
**Resolution Sought Detail:** NEED TO SPEAK WITH CUSTOMER ON THIS SUBJECT

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

9/23/2010





BEGINNING OF CONTACT  
02/12/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.01

REGION: S3 ORLANDO OGC ISSUE CASE NBR: 1427660420  
VIN 3MEHM0JA0AR [REDACTED] ZONE: A01 OPENED: 02/11/2010  
ENGINE: A VEH TYPE: C CLOSED: 02/11/2010

LAST NAME: [REDACTED] STATUS: CLOSED  
TITLE: MS FIRST NAME: [REDACTED] MI: J  
ADDRESS: [REDACTED]  
CITY: ROCKLEDGE STATE: FL ZIP: [REDACTED]  
HOME PHONE: [REDACTED]  
MODEL YEAR: 2010 MODEL: MILAN PREMIER FWD 4-DR SEDAN  
MILEAGE: 3000  
DEALER NAME: ISLAND LINCOLN-MERC SALES CODE: L25023 P & A: 11643  
REASON CODE: 0796 LEGAL - ALLEGED INJURY  
SYMPTOMS: 301688 SERVICE BRAKE INOP/INEFFECT FRONT AND REAR

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: SRICE22 RICE (SRICE22),SARA

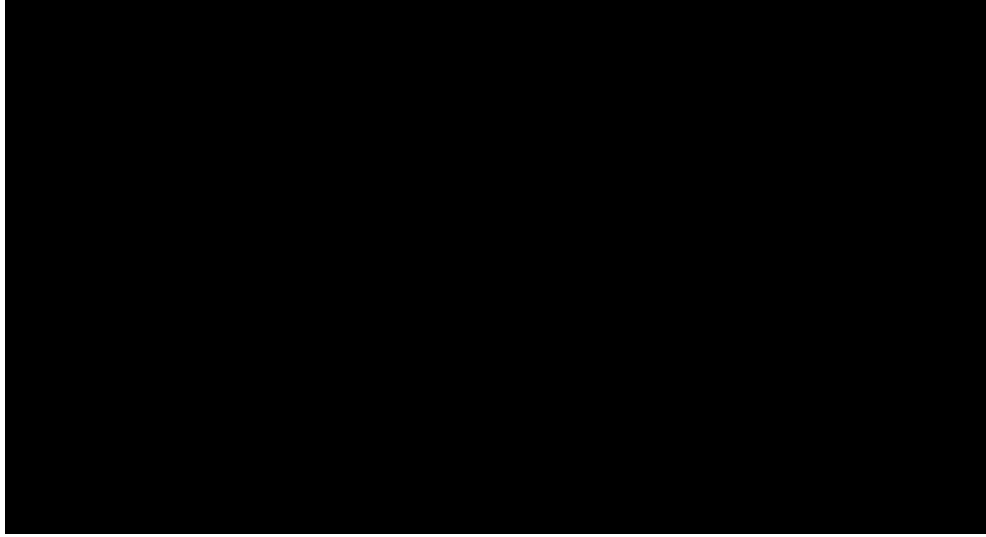
DATE: 02/11/2010 TIME: 11.52.45 :  
ACTION DATA/COMMENTS:

CUSTOMER SAID: ACCIDENT 1. 21 JAN 2010. ON TWO LANE ROAD AND VEH IN FRONT STOPPED-WHEN DEPRESSING BRAKE, VEH SPED UP-INSTEAD OF REAR-ENDING VEH IN FRONT OF HER, TURNED WHEEL AND WENT INTO ONCOMING TRAFFIC-OTHER DRIVER OF VEH WAS INJURED-SPENT 13 DAYS IN THE HOSPITAL-CUST WAS BRUISED UP AND CUT FROM THE DOOR AND GLASS-HUSBAND'S HEAD WENT THROUGH WINDSHIELD, HURT ARM AND SPLEEN REPTURED AND SEAT BELT BRUISED HIM UP. JUST GOT OFF I-95 ON TO EAU GALLIE AND TURNED RIGHT ONTO JOHN RODES BLVD. POLICE REPORT # FILED IN MELBOURNE, BREVARD COUNTY. NO FINDING THUS YET. FILED CLAIM WITH INSURANCE COMPANY. PENDING- INVESTIGATION BUT INSURANCE WILL BE TAKING CARE OF IT. VEHICLE IS TOTAL LOSS--SEEKING TO PROVE ACCIDENT WAS NOT HER FAULT. DEALER SAID: ISLAND LINCOLN - MERCURY INC 1850 E MERRITT ISLAND CAUSEWAY MERRITT ISLAND, FL 32952 TEL: (866) 415-0833. 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.-ADV CUST TO GO TO DLR SHP FOR CANCELATION REFUND

FORD MOTOR COMPANY  
RECEIVED  
CREDIT UNIT  
1313 2010  
OFFICE OF THE  
GENERAL COUNSEL

CONSUMER AFFAIRS

02/12/2010 FAX OGC 1



BEGINNING OF CONTACT  
06/02/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

REGION: W1 LOS ANGELES	OGC ISSUE	CASE NBR: 512261532
VIN: 3FAHP0JA3AR [REDACTED]	ZONE: A03	OPENED: 2012/06/01
	ENGINE: A	VEH TYPE: C
		CLOSED: 2012/06/01

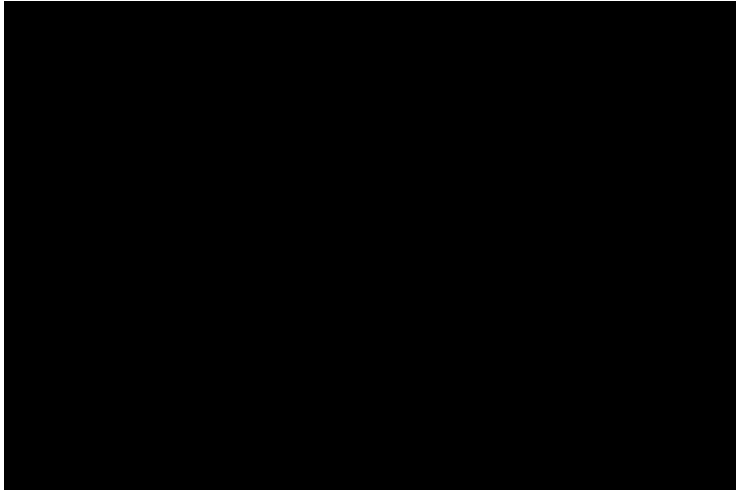
LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MRS		MI: [REDACTED]
ADDRESS: [REDACTED]	STATE: CA	ZIP: [REDACTED]
CITY: IRVINE	MODEL: FUSION	
HOME PHONE: [REDACTED]	MODEL YEAR: 2010	
MODEL YEAR: 2010	MILEAGE: 44000	
DEALER NAME: TUTTLE-CLICK FORD LI	SALES CODE: L54170	P & A: 05666
REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY		
SYMPTOMS: 620793 ENG SPEED-UP DECELERATION ALL ENGINE TEMP		

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE  
 ACTION: T1120 - TIER ONE CLOSE ISSUE  
 DOCUMENT: ANALYST: RFRANK73 FRANKLIN (RFRANK73),RAYSHAWN

DATE: 2012/06/01 TIME: 14.13.46  
 ACTION DATA/COMMENTS:

CUST SAY: = 1. DATE OF THE ACCIDENT=5/31/12=2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT=SUDDEN ACCELERATION/ ENGINE SPEED UP WHILE BRAKE PEDAL WAS PRESSED=3. IF THERE WERE ANY INJURIES SUSTAINED=NO=4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED=UNIVERSITY AND MASON IN IRVINE, CA=5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED =NO REPORT BUT POLICE OFFICER CAME=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.=YES=9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.=IN PROCESS=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 =DOESN'T KNOW?==CUST WANT VEH REPAIRED==DLR: --- TUTTLE-CLICK FORD LINCOLN43 AUTO CENTER DRIVEIRVINE CA 92618(949) 472-5200 ---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: USE CORRECT SYMPTOM FOR ALLEGED DEFECTIVE SYSTEM (FIRE/SMOKE AS SYMPTOM FOR ALL INCIDENCES INVOLVING VEHICLE FIRE). VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT ALL REQUIRED INFORMATION OF INCIDENT/ACCIDENT PER AAF,"=ADVISED THE CUST OF ABOVE=

FORD (949) 472-5200  
 06/04/2012  
 OFFICE OF THE  
 GENERAL COUNSEL





---

**From:** [REDACTED]  
**Sent:** Tuesday, November 23, 2010 4:09 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

**Email Subject:** Dealer/Fleet Request for OGC Review

**DEALER INFORMATION:**

**Dealership Fleet Name:** Hines Park Ford  
**Requesting Dealer Fleet:** Hines Park Ford  
**PA Code:** 01425  
**Contact Person:** Mark Chicovsky  
**Title:** svc mgr  
**Phone Number:** [REDACTED]  
**Fax Number:** [REDACTED]  
**Email:** [REDACTED]  
**Region:** Detroit  
**Address:** 56558 Pontiac Trail

11/24/2010

City: New Hudson

State: Michigan

Zip Code: 48165

**CUSTOMER VEHICLE INFORMATION:**

WSD: 10-06-2009

Vehicle Year: 2010

Vehicle Model: Escape

Vehicle VIN: 1fmcu0d70ak [REDACTED]

Mileage: 9372

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Wixom

State : Michigan

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Detroit

**DETAILS OF INCIDENT:**

Accident

Date of Incident: 2010-11-18

County incident occurred: Oakland

Is customer alleging a component defect CAUSED the incident? YES

Details: While pulling into driveway, foot on the brake vehicle accelerated and hit park car. Customer put into reverse foot on the brake vehicle accelerated again on its own hitting a mail box

Was a police report filed? YES

Details : Wixom Mi

Has the insurance company been contacted? YES

Insurance company advised: no check issued until determination of cause has been made

Insurance company contact information: allstate

Coach builder:

City :

State :

Zip Code :

Vehicle Location: 56558 pontiac trail new hudson mi 48165

Attorney information:

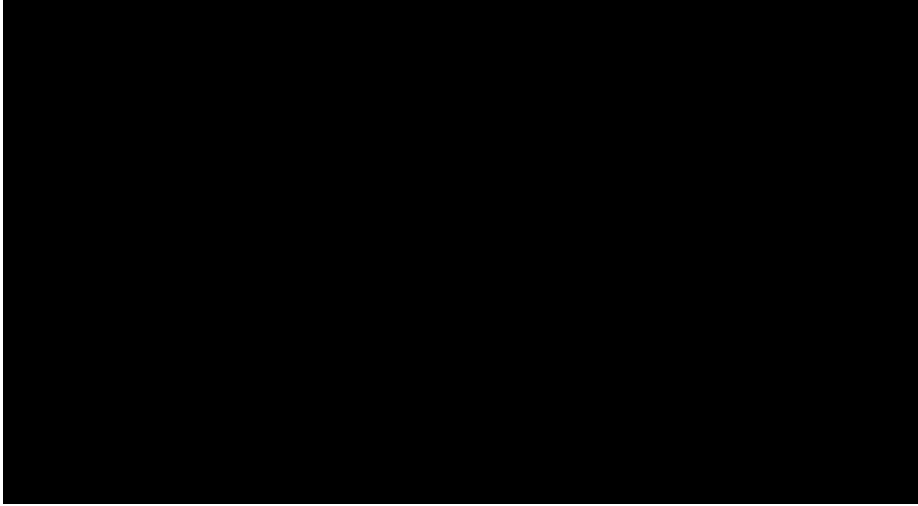
CVO Contact:

Resolution Customer is seeking: customer requesting the cause of the vehicle accelerating on its own

Comments:

Copyright 2010 Ford Motor Company

11/24/2010



BEGINNING OF CONTACT  
01/29/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

REGION: N1 NEW YORK OGC ISSUE CASE NBR: 419260281  
VIN: 3FAHP0HA5AR [REDACTED] ZONE: A05 OPENED: 2011/01/28  
ENGINE: A VEH TYPE: C CLOSED: 2011/01/28

LAST NAME: [REDACTED] STATUS: CLOSED  
TITLE: MR FIRST NAME: [REDACTED] MI:  
ADDRESS: [REDACTED]  
CITY: MARLBORO STATE: NJ ZIP: [REDACTED]  
HOME PHONE: [REDACTED]  
MODEL YEAR: 2010 MODEL: FUSION  
MILEAGE: 4000  
DEALER NAME: OASIS FORD SALES CODE: F13058 P & A: 03604  
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: KBROW315 BROWN (KBROW315), KAREN

DATE: 2011/01/26 TIME: 11:41:50;  
ACTION DATA/COMMENTS:

CUSTOMER SAID: [ DATE OF THE ACCIDENT 01.23.11] WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT ACCELERATOR WENT TO A VERY HIGH SPEED AND CUST HIT A SNOW BANK AND WENT INTO A FENCE] IF THERE WERE ANY INJURIES SUSTAINED LOWER SPINE IS INJURED] LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED OLD BRIDGE NEW JERSEY] WHETHER OR NOT THERE WAS A POLICE REPORT FILED YES] IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE OFFICER ADV THIS WAS THE CUST'S FAULT FOR CARELESS DRIVING] THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED 153791 - OLD BRIDGE PD] WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY YES] IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM CLAIM IS OPEN AT THIS TIME AND THEY ARE GOING TO REPAIR THE VEH ] WHETHER OR NOT THE VEHICLE IS REPAIRABLE VEH IS REPAIRABLE] WHAT THE CUSTOMER IS SEEKING CUST INQ IF THIS IS A KNOWN ISSUE AND IS NOW SCARED TO DRIVE THE VEH DEALER SAID: ALL AMERICAN FORD OF OLD BRIDGE 3698 ROUTE 9 SOUTH OLD BRIDGE, NJ 08857 TEL: (732) 242-0405 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.

CONSUMER AFFAIRS

01/29/2011 FAX OGC1 CONFIDENTIAL





**Service of Process  
Transmittal**

09/17/2012  
CT Log Number 521232122

**TO:** [REDACTED]  
Ford Motor Company  
One American Road, WHQ 433-E3  
Dearborn, MI [REDACTED]

**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, Pltf.  
**DOCUMENT(S) SERVED:** Letter, Cover Sheet, Notice, Complaint, Verification, Exhibit  
**COURT/AGENCY:** Philadelphia County - Court of Common Pleas, PA  
Case # 120901046  
**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct  
defects on a 2010 Ford Escape-VIN 1FMCU9DG5AK[REDACTED]  
**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Harrisburg, PA  
**DATE AND HOUR OF SERVICE:** By Certified Mail on 09/17/2012 postmarked on 09/11/2012  
**JURISDICTION SERVED :** Pennsylvania  
**APPEARANCE OR ANSWER DUE:** Within 20 days - Written Appearance // 05/20/2013 at 9:30 a.m. - ARBITRATION  
Hearing  
**ATTORNEY(S) / SENDER(S):** David J. Gorberg  
David J. Gorberg & Associates, P.C.  
32 Parking Plaza  
Suite 700  
[REDACTED]  
**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day, [REDACTED]  
Image SOP  
Email Notification, Chris Dzbanski [REDACTED]  
**SIGNED:** CT Corporation System  
**PER:** Sabra Dudding  
**ADDRESS:** 116 Pine Street  
3rd Floor, Suite 320  
Harrisburg, PA 17101  
**TELEPHONE:** [REDACTED]

DAVID J. GORBERG & ASSOCIATES, P.C.

[REDACTED]

MEMBER OF PA AND NJ BARS  
MEMBER OF PA AND NY BARS

[REDACTED]  
HARRISBURGH, PA

[REDACTED]

[REDACTED]

[REDACTED]

NEW JERSEY OFFICE

[REDACTED]  
CHERRY HILL, NJ

[REDACTED]

PITTSBURGH OFFICE

[REDACTED]

PITTSBURGH, PA

[REDACTED]

September 11, 2012

Ford Motor Company  
c/o CT Corporation  
116 Pine Street  
Suite 320  
Harrisburgh, PA 17101

RE: [REDACTED] vs Ford Motor Company  
DOCKET # 120901046

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

[REDACTED]

DJG/mk  
Enclosure

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

RECEIPT NO.: 7012 1010 0001 3642 7731

Court of Common Pleas of Philadelphia County  
 Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Do not Number)  
**SEPTEMBER 2012**  
 E-Filing Number 1209013015 **001046**

PLAINTIFF'S NAME [REDACTED]	DEFENDANT'S NAME FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS [REDACTED]	DEFENDANT'S ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 920 HARRISBURG PA 17101
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal
---------------------------------	---------------------------------	--

AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition	<input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals	<input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival
--	---	--	--	---

CASE TYPE AND CODE  
 10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	<p><b>FILED PRO PROTHY</b>                  SEP 11 2012                  S. GARRETT</p>	IS CASE SUBJECT TO COORDINATION ORDER? YES NO
--	---	--

TO THE PROTHONOTARY:  
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: ELIZABETH CANTZ  
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY DAVID J. GORBERG	ADDRESS [REDACTED]
COUNTY NUMBER [REDACTED]	FA [REDACTED]
SUPREME COURT IDENTIFICATION NO. 53084	PA [REDACTED]

SIGNATURE OF FILING ATTORNEY OR PARTY DAVID GORBERG	DATE SUBMITTED Tuesday, September 11, 2012, 10:14 am
--	---

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd, 5th fl. at 09:30 AM - 05/20/2013

You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR CON EL AVISO PARA DEFENDERSE.

This matter will be heard by a Board of Arbitrators at the time, date and place specified but if one or more 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

Filed and Entered by  
PROthonotary  
11 SEP 2013 10:58 am  
S. GARRETT

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:

IDENTIFICATION NO.

ATTORNEY FOR

ADDRESS: PA

COURT OF COMMON PLEAS  
DIVISION

TERM,

Philadelphia, PA

VS.

FORD MOTOR COMPANY

C/O CT Corporation

116 Pine Street

Suite 320

Harrisburg, PA 17101

No.

NOTICE

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 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 SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE  
One Reading Center  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y se sirve aviso, incorporando un aspecto escrito personalmente o y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted el abogado le advierte que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted con la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o reelevación pedida por el demandante. Usted puede perder el dinero o la característica de otra ensera importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRER A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURIDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO DE REFERENCIA LEGAL  
One Reading Center  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
Teléfono: (215) 238-6333

Case ID: 120901046

DAVID J. GORBERG & ASSOCIATES, P.C.

By: DAVID J. GORBERG

Identification No.: 53084

32 Parking Plaza

Suite 700

Ardmore, PA 19003

Attorney for Plaintiff

Philadelphia, PA

COURT OF COMMON PLEAS

vs.

Philadelphia

Ford Motor Company  
C/O CT CORPORATION  
116 PINE STREET  
SUITE 320  
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, [REDACTED] an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 11886 Basile Road, Philadelphia, PA 19154

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

Case ID: 120901046

### **BACKGROUND**

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about May 2011 , Plaintiff purchased a 2010 Ford Escape (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FMCU9DG5AK [REDACTED]. 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 \$24,367.93.

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

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

8. On or about 5/2011, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, defective ABS system. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

Case ID: 120901046



the same nonconformity, and the nonconformity remains uncorrected.

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

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

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

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

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

**COUNT I**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

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

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

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

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint,

Case ID: 120901046

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor

23. Defendant failed to make effective repairs.

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT II**  
**UNIFORM COMMERCIAL CODE**

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;

Case ID: 120901046

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

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

Case ID: 120901046

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

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

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: /s/ David J. Gorberg  
DAVID J. GORBERG, ESQUIRE  
Attorney for Plaintiff

Case ID: 120901046

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



Date: 8/23/12

Case ID: 120901046

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: APR 30, 2013

VALID: 05/01/12

PLATE:

[REDACTED] 2

TITLE:

[REDACTED]

VIN:

3FNGJ9D65A

YR/MAKE:

2010 FORD

TYPE:

CU

VID:

[REDACTED]

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY- PHILADELPHIA

[REDACTED]  
PHILADELPHIA PA [REDACTED]



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



Case ID: 12090104



2051 E. LINCOLN HIGHWAY  
LANGHORNE, PA. 18047  
(215) 943-7000  
www.davisacura.com

EMAIL [REDACTED]  
CUST NO: 67821  
DEAL #: 37610

**PLEASE ENTER MY ORDER FOR THE FOLLOWING**

NEW or  USED  DEMO  CAR  TRUCK **PRIOR USE: PER**

YR. MAKE MODEL TYPE  
2010 FORD ESCAPE SK

COLOR TRIM MILEAGE  
BLACK 23748

VIN  
1FHC09D5A [REDACTED]

STOCK NO. SALESMAN TO BE DELIVERED/ORDER ABOUT  
8399P MATHEWSON, ROBERT 05/16/11

**DESCRIPTION OF TRADE IN:**

YR. MAKE MODEL TYPE  
COLOR TRIM MILEAGE  
VIN  
TITLE NO. PLATE NO. EXP. DATE  
OWNER LOAN #  
LIENHOLDER PHONE  
ADDRESS SPOKE WITH  
AMOUNT GOOD TILL VERIFIED BY

**IMPORTANT:** The Trade-In value of this vehicle will be changed if the vehicle has suffered damage or serious mechanical deterioration since the date of this order and prior to delivery of the trade-in to the dealer, or if its parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior value. If you continue to drive the trade-in after the date of this order, the normal use of the vehicle will cause it to decrease in value. Therefore, your trade-in will be subject to reappraisal at the delivery of the vehicle you are buying. AS CONSIDERATION FOR US ACCEPTING YOUR VEHICLE AS A TRADE-IN, YOU REPRESENT AND WARRANT THAT IT HAS NO SALVAGE OR BRANDED TITLE.

Buyer's Signature

**COLLISION COVERAGE:**

NAME OF AGENT  
TON CALROIX [REDACTED]

ADDRESS  
2391 ORTHODOX ST PHILADELPHIA

POLICY NUMBER COLLISION DEDUCTIBLE  
926319815 500

INSURANCE CO. SPOKE WITH  
ALLSTATE INS CO

EFFECTIVE DATE EXP. DATE VERIFIED BY  
03/20/2011 09/20/2011 BOB MATHESON

**WARRANTY INFORMATION**

FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item. The seller hereby expressly disclaims all warranties, either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item.

USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

PURCHASER'S SIGNATURE X [REDACTED]

**USED CAR BUYER'S GUIDE:** THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.  
GUIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If 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

PURCHASER'S SIGNATURE X [REDACTED]

Purchaser hereby acknowledges to the above clauses.

NAME [REDACTED] DATE 05/16/2011

STREET [REDACTED]

CITY STATE ZIP  
PHILADELPHIA PA [REDACTED]

PHONE RES. [REDACTED] PHONE BUS. [REDACTED]

SOC. SEC. NO. [REDACTED] AGE 29 DATE OF BIRTH [REDACTED]

MSRP N

SALE PRICE INCLUDES ANY/ALL DEALER INCENTIVES

SALE PRICE 20650.0

JMVA GAP 422.0

EXTENDED WARRANTY TYPE PLATINUM FIDELITY

MONTHS 72 MILES 72000 1294.0

Cash Price of Vehicle & Accessories 22366.0

Trade Allowance N

Sub Total 22366.0

Sales Tax 1789.2

REGISTRATION 36.00 TITLE 22.50 TRANSFER N/A ENCUMBRANCE 5.00 63.5

Temporary Plates Issued 10.0

Documentary Fee 125.0

Messenger Fee N

Notary Fee N

PTA Tax N

On-Line Registration Fee 14.1

On-Line Dealer Fee N

Payoff on Trade N

Total Price 24367.5

Deposit 3000.00 N/A

Cash on Delivery N/A

Deposit + Cash on Delivery = Total Down Payment 3000.0

Unpaid Balance of Total Price 21367.5

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels a supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer,

Case # 17001046  
DP12-006 000067LC

STOCK NO. <b>8399P</b>	SALESMAN <b>MATHEWSON, ROBERT</b>	TO BE DELIVERED ON OR ABOUT <b>05/16/11</b>	AGE <b>29</b>	DATE OF BIRTH <b>11/09/1981</b>
DESCRIPTION OF TRADE IN			MSRP	N/A
YR	MAKE	MODEL	TYPE	
COLOR	TRIM	MILEAGE		
VIN				
TITLE NO.	PLATE NO.	EXP. DATE		
OWNER		LOAN #		
LIENHOLDER			PHONE	
ADDRESS			SPOKE WITH	
AMOUNT	GOOD TILL	VERIFIED BY		
<p><b>IMPORTANT: The Trade-in value of this vehicle will be changed if the vehicle has suffered damage or serious mechanical deterioration since the date of the prior and prior to delivery of the trade-in to the dealer, or if its parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior value. If you continue to drive the trade-in after the date of this order, the normal use of the vehicle will cause it to decrease in value. Therefore, your trade-in will be subject to reappraisal at the delivery of the vehicle you are buying. AS CONSIDERATION FOR US ACCEPTING YOUR VEHICLE AS A TRADE-IN, YOU REPRESENT AND WARRANT THAT IT HAS NO SALVAGE OR BRANDED TITLE.</b></p>				
Buyer's Signature				
<b>COLLISION COVERAGE</b>				
NAME OF AGENT <b>TOM LACROIX</b>				
ADDRESS <b>PHILADELPHIA</b>				
COLLISION DEDUCTIBLE <b>500</b>				
INSURANCE CO. <b>ALLSTATE INS CO</b>			SPOKE WITH	
EFFECTIVE DATE <b>03/20/2011</b>	EXP. DATE <b>09/20/2011</b>	VERIFIED BY <b>BOB MATHEWSON</b>		
<b>WARRANTY INFORMATION</b>				
<input type="checkbox"/> <b>FACTORY WARRANTY</b> - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/terms. The seller hereby expressly disclaims all warranties, either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.				
<input checked="" type="checkbox"/> <b>USED CAR WARRANTY</b> - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.				
<input type="checkbox"/> <b>AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR AT THE VEHICLE.</b>				
PURCHASER'S SIGNATURE X				
<p><b>USED CAR BUYER'S GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.</b></p> <p><b>GUIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.</b></p>				
<p>If 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 \$ <b>N/A</b></p>				
PURCHASER'S SIGNATURE X				
<small>Purchaser hereby acknowledges to the above clause.</small>				

**OTHER CHARGES**

Payoff Amount is Subject To Verification

**TOTAL DEDUCTIBLE**

Deposit + Cash on Delivery = Total Down Payment **3000.00**  
 Unpaid Balance of Total Price **21367.93**

SALE PRICE INCLUDES ANY/ALL DEALER INCENTIVES

SALE PRICE **20650.00**

MSRP **422.00**

WARRANTY TYPE **PLATINUM FIDELITY**

MONTHS **72** MILES **72000**

Cash Price of Vehicle & Accessories **22366.00**

Trade Allowance **N/A**

Sub Total **22366.00**

Sales Tax **1789.28**

REGISTRATION **36.00** TITLE **22.50** TRANSFER **N/A** ENCUMBRANCE **5.00**

Temporary Plates Issued **10.00**

Documentary Fee **125.00**

Messenger Fee **N/A**

Notary Fee **N/A**

PTA Tax **N/A**

On-Line Registration Fee **14.15**

On-Line Dealer Fee **N/A**

Payoff on Trade **N/A**

Total Price **24367.93**

Deposit **3000.00**

Cash on Delivery **N/A**

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X \_\_\_\_\_ DATE **05/16/2011**

MANAGER'S APPROVAL \_\_\_\_\_

(Must Be Accepted By An Authorized Representative of the Dealer)



Buyer Name and Address (Including County and Zip Code) [REDACTED] PHILADELPHIA PA PHILADELPHIA	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address) DAVID DAVIS ENTERPRISES INC 2051 E LINCOLN HWY LANGHORNE PA 19047
--	--	---

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

New/Used/Demo	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
USED	2010	FORD ESCAPE		1FKCU9D65A [REDACTED]	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$2000.00
6.99%	\$ 6680.95	\$ 21367.93	\$ 28048.88	\$ 2000.00

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.  
If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.  
Check the insurance you want and sign below:  
 Credit Disability (Buyer Only)

Number of Payments	Amount of Payments	When Payments Are Due
72	389.29	Monthly beginning 05/30/2011

Credit Life \$ \_\_\_\_\_  
 Credit Disability \$ \_\_\_\_\_  
 Insurance Company Name \_\_\_\_\_  
 Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the cost of the insurance. For more information, see back of this contract. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Check the insurance you want and sign below.

Or As Follows:  
 Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.  
 Prepayment. If you pay off all your debt early, you will not have to pay a penalty.  
 Security Interest. You are giving a security interest in the vehicle being purchased.  
 Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

1 Cash Price (including \$ 1789.28 sales tax)	\$ 22439.28 (1)
2 Total Downpayment =	
Trade-In (Year) (Make) (Model)	\$ N/A
Trade-In (VIN)	\$ N/A
Gross Trade-In Allowance	\$ N/A
Loss Pay Off Made By Seller	\$ N/A
Equals Net Trade In	\$ 3000.00
+ Cash	\$ N/A
+ Other	\$ N/A
(If total downpayment is negative, enter "0" and see 4H below)	\$ 19439.28 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies	
Company or Companies	\$ N/A
Life	\$ N/A
Disability	\$ N/A
B Other Optional Insurance Paid to Insurance Company or Companies	
(Describe)	\$ N/A
(Describe)	\$ N/A
C Official Fees Paid to Government Agencies	
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
D Optional Gap Contract	\$ 422.00

Other Optional Insurance

N/A Type of Insurance N/A Term

Premium \$ \_\_\_\_\_  
 Description of Coverage \_\_\_\_\_  
 Insurance Company Name \_\_\_\_\_  
 Home Office Address \_\_\_\_\_

N/A Type of Insurance N/A Term

Premium \$ \_\_\_\_\_  
 Description of Coverage \_\_\_\_\_



F Government License and/or Registration Fees REG 36.00 LIC 10.00	\$ 46.00
G Government Certificate of Title Fees / ENCUMD FEE (Includes \$ 5.00 Security interest recording fee)	\$ 27.50
H Other Charges (Seller must identify who is paid and describe purpose)	
to N/A for Prior Credit or Lease Balance	\$ N/A
to DAVID DAVIS ENTER for DGC FEE	\$ 125.00
to PLATINUM FIDELITY for SERVICE CONTRACT	\$ 1294.00
to N/A for N/A	\$ N/A
to DAVID DAVIS ENTER for OLDF	\$ 14.15
to N/A for N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 1928.65 (4)
5 Amount Financed (3 + 4)	\$ 21367.93 (5)
6 Finance Charge	\$ 6660.95 (6)
7 Total of Payments-Time Balance (5 + 6)	\$ 28028.88 (7)

Insurance Company Name \_\_\_\_\_  
N/A

Home Office Address \_\_\_\_\_  
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.  
I want the insurance checked above.

N/A  
Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

N/A  
Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

**If you do not meet your contract obligations, you may lose the vehicle.**

OPTION:  You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year \_\_\_\_\_. SELLER'S INITIALS \_\_\_\_\_

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term: 72 Mos. JNEA GAP Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs X \_\_\_\_\_

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.  
See back for other important agreements.

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

**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.**

Buyer Signs X \_\_\_\_\_ Date 05/16/11 Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X \_\_\_\_\_ Date 05/16/11 Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_  
Co-Buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here  Address \_\_\_\_\_  
Seller Signs DAVID DAVIS ENTERPRISES INC Date 5/16/11 By X \_\_\_\_\_ Title \_\_\_\_\_

Seller assigns its interest in this contract to WELLS FARGO DEALER SERVICES INC (Assigns) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse  Assigned with limited recourse

Seller DAVID DAVIS ENTERPRISES INC Title F.L. WAS 25C 0702 0901046







# CHAPMAN

CHRYSLER  
Jeep  
DODGE  
LINCOLN  
MERCURY  
MAZDA  
NISSAN

D/B/A CHAPMAN FORD LINCOLN VW



www.chapmanautogroup.com

CELL: [REDACTED]

CUSTOMER NO. <b>147529</b>	NAME <b>ROBERT KEISLER</b>	ADDRESS <b>4974</b>	CITY <b>3433</b>	DATE <b>07/24/12</b>	FOCUS <b>733464</b>
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>32,351</b>	COLOR	STOCK NO.
PHILA, PA	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD XLT</b>			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO. <b>1ENCUGDG5AK</b>			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		<b>07/16/12</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			MO: <b>32373</b>

JOB# 3 TOTALS	JOB# 3 JOURNAL PREFIX FOCUS	JOB# 3 TOTAL	0.00
JOB# 4 CHARGES	JOB# 4 JOURNAL PREFIX FOCUS	JOB# 4 TOTAL	24.95
LABOR	JOB# 4 JOURNAL PREFIX FOCUS	JOB# 4 TOTAL	24.95
J# 4+91FTZZ-ROT TRK TIRE ROTATION	HOURS: TECH(S):4923		24.95
ROTATE TIRES			
TIRE ROTATION PERFORMED			
JOB# 4 TOTALS	JOB# 4 JOURNAL PREFIX FOCUS	JOB# 4 TOTAL	24.95
JOB# 5 CHARGES	JOB# 5 JOURNAL PREFIX FOCUS	JOB# 5 TOTAL	94.95
LABOR	JOB# 5 JOURNAL PREFIX FOCUS	JOB# 5 TOTAL	94.95
J# 5+91FTZZ-AL4WTRK 4 WHEEL ALIGNMENT	HOURS: TECH(S):4923		94.95
CUSTOMER REQUEST 4 WHEEL ALIGNMENT			
4 WHEEL ALIGNMENT PERFORMED			
JOB# 5 TOTALS	JOB# 5 JOURNAL PREFIX FOCUS	JOB# 5 TOTAL	94.95
JOB# 6 CHARGES	JOB# 6 JOURNAL PREFIX FOCUS	JOB# 6 TOTAL	0.00
LABOR	JOB# 6 JOURNAL PREFIX FOCUS	JOB# 6 TOTAL	0.00
J# 6+77FTZ6TIRE	ATW TIRE MEASUREMENT HOURS: TECH(S):9758		0.00
INSPECT TIRES - TIRES IN GREEN ZONE - GOOD.			
JOB# 6 TOTALS	JOB# 6 JOURNAL PREFIX FOCUS	JOB# 6 TOTAL	0.00
JOB# 7 CHARGES	JOB# 7 JOURNAL PREFIX FOCUS	JOB# 7 TOTAL	0.00
LABOR	JOB# 7 JOURNAL PREFIX FOCUS	JOB# 7 TOTAL	0.00
J# 7+77FTZ6BK	GREEN TRUCK BRAKE HOURS: TECH(S):9758		0.00
BRAKES CHECKED - GREEN AND OKAY AT THIS TIME			
JOB# 7 TOTALS	JOB# 7 JOURNAL PREFIX FOCUS	JOB# 7 TOTAL	0.00
JOB# 8 CHARGES	JOB# 8 JOURNAL PREFIX FOCUS	JOB# 8 TOTAL	0.00
LABOR	JOB# 8 JOURNAL PREFIX FOCUS	JOB# 8 TOTAL	0.00
J# 8+77FTZ6BATT	BATTERY TEST GOOD HOURS: TECH(S):9758		0.00
BATTERY TEST GOOD			
BATTERY TEST GOOD			
BATTERY TEST GOOD			
JOB# 8 TOTALS	JOB# 8 JOURNAL PREFIX FOCUS	JOB# 8 TOTAL	0.00

**DISCLAIMER OF WARRANTIES**  
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.



For Pa. color TRI-STATE BUSINESS FORMS (800)999-3000 (1152)587



# CHAPMAN

## CHRYSLER AUTO STORES

Jeep



www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. <b>147529</b>		NAME <b>ROBERT KEISLER</b>		4974	TAG NO. <b>2433</b>	INVOICE DATE <b>07/24/12</b>	INVOICE NO. <b>FOC5733464</b>	
[REDACTED]		LABOR RATE	LICENSE NO.	RELEASE	32,351		COLOR	
[REDACTED]		YEAR MAKE MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD XLT</b>				DELIVERY DATE	DELIVERY MILES	
[REDACTED]		VEHICLE ID NO. <b>1FMCU9DGS AK</b>		[REDACTED]		SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]		F.T.E. NO.	P.O. NO.		R.D. DATE <b>07/16/12</b>			
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS					MO: 32373	

COMMENTS  
 EARLY BIRD  
 DELETED OPERATION(S)  
 9LFTZZ-AL4CHK ALIGNMENT CHECK

TECHNICIAN CERTIFICATION  
 9758 PETER S WILKENS 2228

TOTALS		TOTAL LABOR....	119.90
METHOD OF PAYMENT		TOTAL PARTS....	0.00
[ ] CASH [ ] CHECK No. .... [ ] VISA/MC		TOTAL SUBLET...	0.00
[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R		TOTAL G.O.G....	0.00
RECEIVED BY _____ DATE _____		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	9.59
		<b>TOTAL INVOICE \$</b>	<b>129.49</b>

**DISCLAIMER OF WARRANTIES**  
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.



CUSTOMER SIGNATURE \_\_\_\_\_ DUPLICATE INVOICE

For Records: TRI-STATE BUSINESS FORMS (800) 910-3014 (11/05/07)

Where the Dealer Counts

**AUTO STEGG HARBOR TWP. NEW JERSEY 08234**

(609) 646-2000



www.chapmanford.net  
www.chapmannj.com

www.chapmanautogroup.com

CUSTOMER NO. <b>115476</b>	TECH(S) <b>LUCLANO SARDELLA</b>	1939	MO NO <b>368</b>	INV. DATE <b>08/09/12</b>	BOOK NO. <b>FOCS384877</b>
LABOR RATE	VEHICLE ID NO. <b>10/FORD TRUCK/ESCAPE/4DR 4WD XLT</b>	YEAR/MON/DOOR	DELIVERY DATE	DELIVERY MILES	STOCK NO.
RESIDENCE PHONE	COMMENTS	F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/07/12</b>	

LABOR & PARTS  
MO: 32567

DP 1 99F07991  
MULTI POINT INSPECT TECH(S) 358 INTERNAL  
COMPLETE MULTI POINT INSPECTION - FACTORY MAINTENANCE  
SCHEDULE REVIEWED  
COMPLETE MULTI POINT INSPECTION PERFORMED, FACTORY  
REQUIRED MAINTENANCE REVIEWED WITH CUSTOMER

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1 TOTAL PARTS				0.00		
JOB # 1 TOTAL LABOR & PARTS				0.00		

DP 2 08F0Z  
TRANSMISSION-AUTO TECH(S) 358 WARRANTY  
CUST STATES WILL NOT MOVE ON ACCELERATION/JUST HAD REPAIRS  
DONE AT CHAPMAN IN PHILLY  
IDS TEST CODES C1233, C1234 FOLLOW PPT, REPLACED BOTH  
FRONT ABS SENSOR/CLEARED CODES

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2	1	9L8Z-2C205-A	SENSOR ASY			0.00
JOB # 2	1	9L8Z-2C204-A	SENSOR ASY			0.00
JOB # 2 TOTAL PARTS				0.00		
JOB # 2 TOTAL LABOR & PARTS				0.00		

TOTALS

***** PLEASE CHECK THE APPROPRIATE PAYMENT METHODS *****		TOTAL LABOR....	0.00
CASH [ ]	CHECK [ ] CHECK # [ ]	TOTAL PARTS....	0.00
VISA/MC [ ]	AMEX [ ] DISCOVER [ ]	TOTAL SUBLET....	0.00
A/R CUSTOMER [ ]		TOTAL G.O.G....	0.00
CASHIERS INITIALS [ ]	DATE / /	TOTAL MISC CHG....	0.00
		TOTAL MISC DISC....	0.00
		TOTAL TAX.....	0.00
		<b>TOTAL INVOICE \$</b>	<b>0.00</b>

SERVICE HRS 7:30 AM - 6:00 PM MON - FRI  
SATURDAYS FROM 8:00 A.M. - 2:00 P.M.  
\*\*\*\*\* 609 - 646 - 2000 \*\*\*\*\*

CUSTOMER SIGNATURE \_\_\_\_\_  
DUPLICATE INVOICE

**DISCLAIMER OF WARRANTIES**  
The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.



8/9/12  
3:10 PM  
You for Pick up  
CP

THANK YOU



Case ID: 120901046

EGG HARBOR TWP, NEW JERSEY 08234

(609) 646-2000

Fax (609) 641-5602

E-Mail chapman846@aol.com

www.chapmanford.net  
www.chapmanrj.com

11040

115476

LUCIANO SARDELLA 1939 368 08/09/12

32,567 BLACK/

10/FORD TRUCK/ESCAPE/4DR 4WD XLT

1 F M C U 9 D G 5 A K

PHILADELPHIA, PA

08/07/12

MO: 32567

LABOR & PARTS

COMPLETE MULTI POINT INSPECTION - FACTORY MAINTENANCE  
SCHEDULE REVIEWED  
COMPLETE MULTI POINT INSPECTION PERFORMED, FACTORY  
REQUIRED MAINTENANCE REVIEWED WITH CUSTOMER

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1 TOTAL PARTS						0.00
JOB # 1 TOTAL LABOR & PARTS						0.00

TRANSMISSION  
CUST STATES WILL NOT MOVE ON ACCELERATION/JUST HAD REPAIRS  
DONE AT CHAPMAN IN PHILLY  
IDS TEST CODES C1233, C1234 FOLLOW PPT. REPLACED BOTH  
FRONT ABS SENSOR/CLEARED CODES

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2	1	9L6Z-2C205-A	SENSOR ASY			
JOB # 2	1	9L6Z-2C204-A	SENSOR ASY			
JOB # 2 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00

TOTALS

\*\*\*\*\* PLEASE CHECK THE APPROPRIATE PAYMENT METHODS \*\*\*\*\*

* CASH [ ] CHECK [ ] CHECK # [ ]	* TOTAL LABOR....	0.00
* VISA/MC [ ] AMEX [ ] DISCOVER [ ]	* TOTAL PARTS....	0.00
* A/R CUSTOMER [ ]	* TOTAL SUBLET....	0.00
* CASHIERS INITIALS [ ] DATE / /	* TOTAL G.O.G....	0.00
* SERVICE HRS 7:30 AM - 6:00 PM MON - FRI	* TOTAL MISC CHG.	0.00
* SATURDAYS FROM 8:00 A.M. - 2:00 P.M.	* TOTAL MISC DISC	0.00
***** 609 - 646 - 2000 *****	* TOTAL TAX.....	0.00
	* TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

DUPLICATE INVOICE

# CHAPMAN

CHRYSLER  
Jeep  
DODGE  
PICKUP  
Ford  
MERCURY  
MAZDA  
NISSAN

D/B/A CHAPMAN FORD LINCOLN VW



www.chapmanautogroup.com

CELL [REDACTED]

CUSTOMER NO	147529	NAME	ROBERT KEISLER	4974	TAG NO	6739	INVOICE DATE	08/14/12	INVOICE NO	FOCS735506
[REDACTED]	[REDACTED]	LABOR RATE	LICENSE NO	MILEAGE	32,643	COLOR	STOCK NO			
PHILA, PA	[REDACTED]	YEAR/MAKE/MODEL				0/FORD TRUCK/ESCAPE/4DR 4WD XLT		DELIVERY DATE	DELIVERY MILES	
RESIDENCE PHONE		BUSINESS PHONE		COMMENTS		VEHICLE ID NO	SELLING DEALER NO		PRODUCTION DATE	
						1FMCU9DG5AK [REDACTED]				
						R.T.E. NO	P.O. NO.	R.O. DATE		
								08/14/12		

MO: 32644

JOB# 1 CHARGES		
LABOR		INTERNAL
J# 1 15FTZ-2	ENG PERFORMANCE DIAG HOURS: 1.00 TECH(S):4923	
	CUSTOMER STATES WHILE DRIVING AFTER 15 -20 MINUTES-STARTED TO LOOSE POWER ABS AND TRACTION CONTROL LIGHTS ARE ON BRANCH LIGHT HAD BEEN ON BUT DIDN'T COME ON THIS IDS TEST PIN POINT TEST CODES ON DTC'S C1233 SECURE RETAINING BOLT FOR L/FRT ABS SENSOR	
JOB# 1 TOTALS		
	JOB# 1 JOURNAL PREFIX FOCS	JOB# 1 TOTAL 0.00
JOB# 2 CHARGES		
LABOR		
J# 2+77FTZ99P	MULTI POINT INSP HOURS: TECH(S):9758	0.00
	PERFORM MULTI POINT INSPECTION	
JOB# 2 TOTALS		
	JOB# 2 JOURNAL PREFIX FOCS	JOB# 2 TOTAL 0.00
JOB# 3 CHARGES		
LABOR		
J# 3+77FTZGTIRE	ATM TIRE MEASUREMENT HOURS: TECH(S):9758	0.00
	INSPECT TIRES - TIRES IN GREEN ZONE - GOOD.	
JOB# 3 TOTALS		
	JOB# 3 JOURNAL PREFIX FOCS	JOB# 3 TOTAL 0.00
JOB# 4 CHARGES		
LABOR		
J# 4+77FTZGBATT	BATTERY TEST GOOD HOURS: TECH(S):9758	0.00
	BATTERY TEST GOOD	
	BATTERY TEST GOOD	
	BATTERY TEST GOOD	
JOB# 4 TOTALS		
	JOB# 4 JOURNAL PREFIX FOCS	JOB# 4 TOTAL 0.00
COMMENTS	SHOULD BE CHARGED TO EGG HARBOR	
TECHNICIAN CERTIFICATION	9758	PETER S WILKENS 2228

**DISCLAIMER OF WARRANTIES**  
The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.



Pa. Registrar - TRUST STATE BUSINESS FORMS (JAN) 27 06-26 (11/2012)

# CHAPMAN

## CHRYSLER AUTO STORES

Jeep



MERCURY



www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW



CELL [REDACTED]

CUSTOMER NO <b>147529</b>	NAME <b>ROBERT KEISLER</b>	AGE <b>4974</b>	ENG NO <b>6739</b>	INVOICE DATE <b>08/14/12</b>	INVOICE NO <b>FOCS735506</b>
[REDACTED]	LABOR RATE	LICENSE NO	MILEAGE <b>32,643</b>	COLOR	STOCK NO
PHILA, PA	10/FORD TRUCK/ESCAPE/4DR 4WD XLT			DELIVERY DATE	DELIVERY MILES
	VIN <b>1FMCU9DG5AK [REDACTED]</b>			SELLING DEALER NO	PRODUCTION DATE
	F.T.E. NO	P.O. NO	R DATE <b>08/14/12</b>		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			
					<b>MO: 32644</b>

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
*****		<b>TOTAL INVOICE \$</b>	<b>0.00</b>

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



For Reproduction: TILLOTTE BUSINESS FORMS (800) 579-3600 (11/02/07)



# CHAPMAN

## AUTO STORES



www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. 147529	BUYER ROBERT KEISLER 4974	TAG NO. 7362	INVOICE DATE 08/21/12	INVOICE NO. FOC5735838
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 32,660	COLOR
PHILA, PA [REDACTED]	VEHICLE MAKE/MODEL 10/FORD TRUCK/ESCAPE/4DR 4WD XLT			STOCK NO.
	VEHICLE ID NO. L F M C U 9 D G 5 A K [REDACTED]			DELIVERY DATE
	F.T.E. NO.			DELIVERY MILES
	P.O. NO.			SELLING DEALER NO.
	R.O. DATE 08/17/12			PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 32666

JOB# 1 CHARGES

LABOR	TRANSMISSION DIAG HOURS: 1.10 TECH(S):5061			WARRANTY
JOB# 1 08FTZ	LOST POWER DRIVING ABS LITE COMING ON			
	H19-432-9E926			
	DIAG REPLACE THROTTLE BODY-CODES ON DTC'S P2111			
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
	1	057Z-9E926-A	THROTTL 586677	
				TOTAL - PARTS
				0.00
JOB# 1 TOTALS	JOB# 1 JOURNAL PREFIX FOC5			JOB# 1 TOTAL
				0.00

**DISCLAIMER OF WARRANTIES**  
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

*****				TOTAL LABOR....	0.00
METHOD OF PAYMENT				TOTAL PARTS....	0.00
[ ] CASH [ ] CHECK No [ ] VISA/MC				TOTAL SUBLET....	0.00
[ ] AMEX [ ] DISCOVER [ ] DINNER'S CLUB [ ] A/R				TOTAL G.O.G....	0.00
RECEIVED BY .....				TOTAL MISC CHG.	0.00
DATE .....				TOTAL MISC DISC	0.00
*****				TOTAL TAX.....	0.00
				<b>TOTAL INVOICE \$</b>	<b>0.00</b>



**IMPORTANT**  
 YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR CO. REGARDING THIS SERVICE IF FOR ANY REASON YOU CANNOT GRADE US "EXCELLENT". PLEASE CONTACT OUR SERVICE DEPARTMENT AT CHAPMAN FORD IMMEDIATELY. YOUR SATISFACTION MEANS EVERYTHING TO US. THANK YOU (215) 858-7000

CUSTOMER SIGNATURE

Ford Motor IN-STATE BUSINESS FORMS (810) 376-3006 (11/05/07)



# TOTAL LOSS PROTECTION ADDENDUM

(22/00)

TLP ADDENDUM # [REDACTED]

FORM NUMBER: [REDACTED]

This Total Loss Protection ("TLP") Retail Installment Sales Contract/Lease Agreement Addendum ("Addendum") is entered into by and between the Purchaser/Lessee ("You", "Your") and the Dealer (who is the Creditor at the time of sale). If the Retail Installment Sales Contract/Lease Agreement is assigned by the Dealer to a Financial Institution, the Dealer will no longer be a party to this Addendum, and the Addendum will be by and between You and the assignee Financial Institution (who is the Creditor following assignment). This Addendum amends the Retail Installment Sales Contract/Lease Agreement, whereby the Dealer (and, following any assignment, the assignee Financial Institution) agrees to waive Your liability for the difference between the "Amount Owed" under Your Retail Installment Sales Contract/Lease Agreement, and the "Actual Cash Value" of the Vehicle as of the date of "Total Loss" of the Vehicle resulting from a peril covered by the automobile insurance company, subject to all of the terms and conditions contained in this Addendum. You, Dealer, and the assignee Financial Institution (if any) agree that, in the event Your claim for a waiver under the Addendum is honored, no fee or interest shall accrue on the amount waived following the Date of Loss. You will remain responsible for any amount not waived, including any fees and interest charges associated therewith. You, Dealer, and the assignee Financial Institution (if any) agree that assignment of the Retail Installment Sales Contract/Lease Agreement, which includes this Addendum, will necessarily include assignment of all of Dealer's rights and obligations under the Addendum to the assignee Financial Institution.

## TOTAL LOSS PROTECTION IS NOT INSURANCE.

### VEHICLE INFORMATION:

37510	Inception Date: 04/16/2011	Term: (Months) 72	
Year: 2010	Make: FORD	Model: ESCAPE	Mileage: 23748
VIN: 1FACU9H95AN [REDACTED]	APR: 9.25	Amount Financed / Not Adjusted Cap. Cost: 21307.92	
<input type="checkbox"/> Lease Agreement	<input checked="" type="checkbox"/> Retail Installment Sales Contract	Monthly Payment: 389.29	Residual Value:

### DEALER INFORMATION:

Name: DAVIS ACURA	Dealer #: 27011	Phone: 2149137000
Address: 2051 L. (FRANK) W. HWY		
City: LANGHORNE	State: PA	Zip: 19047
<input type="checkbox"/> GAP Personal Use (PU5) <input type="checkbox"/> Commercial Use (CU5)		<input checked="" type="checkbox"/> GPP Personal Use (P5+) <input type="checkbox"/> Commercial Use (C5+)
		TLP PURCHASE PRICE \$ 472.00

### FINANCIAL INSTITUTION:

Email Address:

Name: WELLS FARGO DEALER SERVICES INC	Phone:
Address: PO BOX 957517	Finance / Lease Contract Form Number: LAWB53FA100
City: SACRAMENTO	State: CA
	Zip: 95833-7517

### PURCHASER/LESSEE INFORMATION:

Name: [REDACTED]	Phone: [REDACTED]
Address: [REDACTED]	
City: PHILADELPHIA	State: PA
	Zip: [REDACTED]

The Purchaser/Lessee has read this Addendum in its entirety, including all pages, and fully understands its content and acknowledges receipt of a copy thereof. The amount waived will not include any amount financed in excess of 150% of the MSRP for new vehicles, or N.A.D.A. average retail value for used vehicles at the inception date of the Retail Installment Sales Contract/Lease Agreement, see "OVERFINANCING" provision contained herein. This Addendum is subject to the "ARBITRATION" provision contained herein. You agree to purchase Total Loss Protection for the additional TLP Purchase Price set forth above.

Purchaser/Lessee may cancel this Addendum at any point up to ninety (90) days following "Termination." A cancellation request within thirty (30) days of purchase is eligible for a full refund. A cancellation request received after thirty (30) days of purchase will be refunded using the pro-rata method, unless otherwise required under applicable state law. If You cancel, Dealer will remit any refund to the Financial Institution. If the refund is not credited within sixty (60) days of Your cancellation request, contact the TLP Administrator. You will not receive any refund of the TLP Purchase Price if You receive any waiver under this Addendum.

YOU HEREBY EXPRESSLY AUTHORIZE: (1) YOUR FINANCIAL INSTITUTION TO RELEASE TO TLP ADMINISTRATOR A DETAILED PAYMENT HISTORY UPON REQUEST IN THE EVENT OF A TOTAL LOSS, AND (2) THE AUTOMOBILE INSURANCE COMPANY TO RELEASE COPIES OF THE INSURANCE EVALUATION, DECLARATION PAGE, SETTLEMENT STATEMENTS AND OTHER DOCUMENTS UTILIZED IN DETERMINING THE TOTAL LOSS PAYMENT.

TLP MAY BE PURCHASED ONLY AT THE TIME THE RETAIL INSTALLMENT SALES CONTRACT/LEASE AGREEMENT IS ORIGINALLY EXECUTED BETWEEN YOU AND THE DEALER. By executing this Addendum, You understand, agree and acknowledge that You have entered into a Retail Installment Sales Contract/Lease Agreement with the Dealer (who is the Creditor at the time of sale). You further understand, agree and acknowledge that if this representation is not correct, You will not be entitled to seek any waiver under this Addendum and Your only remedy shall be to request a full cancellation as provided above. The APR, Monthly Payment, Amount Financed / Not Adjusted Cap. Cost, and Term are listed here for informational purposes only; those corresponding amounts listed in the Retail Installment Contract/Lease Agreement shall govern in the event they differ. ID: 120901046

The waiver may decrease over the term of the Retail Installment Sales Contract/Lease Agreement. This Addendum is not a substitute for collision insurance. You may wish to consult an insurance agent to determine whether such insurance coverage may be

Financial Institution (if any) agree that assignment of the Retail Installment Sales Contract/Lease Agreement, which includes this Addendum, and the assignment of all of Dealer's rights and obligations under the Addendum to the assignee Financial Institution.

**TOTAL LOSS PROTECTION AND TLP INSURANCE.**

**VEHICLE INFORMATION:**

7510	Inception Date: 03/16/2011	Term: (Months) 72
2010	Make: FORD	Model: ESCAPE Mileage: 23748
IFACUS065AK	APR: 8.75	Amount Financed / Net Adjusted Cap. Cost: 2136.93
Lease Agreement	<input checked="" type="checkbox"/> Retail Installment Sales Contract	Monthly Payment: 389.09 Residual Value:

**DEALER INFORMATION:**

DAVIS ACURA	Dealer #: 37011	Phone: 2149437000
2051 E. LINCOLN HWY		
LAGHORNE	State: GA	Zip: 13047
<input type="checkbox"/> Personal Use (PU5) <input type="checkbox"/> Commercial Use (CU5)	<input type="checkbox"/> Personal Use (PU+) <input type="checkbox"/> Commercial Use (CU+)	TLP PURCHASE PRICE \$ 477.00

**FINANCIAL INSTITUTION:**

WELLS FARGO DEALER SERVICES INC	Phone:
PO BOX 397617	Finance / Lease Contract Form Number: LAWS53PA10E
SACRAMENTO	State: CA Zip: 95839-7517

**PURCHASER/LESSEE INFORMATION:**

[REDACTED]	Phone: [REDACTED]
[REDACTED]	
PHTL ADDELPHIA	State: PA Zip: [REDACTED]

Purchaser/Lessee has read this Addendum in its entirety, including all pages, and fully understands its content and acknowledges receipt of a copy thereof. Amount waived will not include any amount financed in excess of 150% of the MSRP for new vehicles, or N.A.D.A. average retail value for used vehicles at inception date of the Retail Installment Sales Contract/Lease Agreement, see "OVERFINANCING" provision contained herein. This Addendum is subject to the "TERMINATION" provision contained herein. You agree to purchase Total Loss Protection for the additional TLP Purchase Price set forth above.

Purchaser/Lessee may cancel this Addendum at any point up to ninety (90) days following "Termination." A cancellation request within thirty (30) days of inception is eligible for a full refund. A cancellation request received after thirty (30) days of purchase will be refunded using the pro-rata method, unless otherwise required under applicable state law. If you cancel, Dealer will remit any refund to the Financial Institution. If the refund is not credited within 60) days of Your cancellation request, contact the TLP Administrator. You will not receive any refund of the TLP Purchase Price if You receive any refund under this Addendum.

HEREBY EXPRESSLY AUTHORIZE: (1) YOUR FINANCIAL INSTITUTION TO RELEASE TO TLP ADMINISTRATOR A DETAILED PAYMENT HISTORY REQUEST IN THE EVENT OF A TOTAL LOSS, AND (2) THE AUTOMOBILE INSURANCE COMPANY TO RELEASE COPIES OF THE INSURANCE EVALUATION, DECLARATION PAGE, SETTLEMENT STATEMENTS AND OTHER DOCUMENTS UTILIZED IN DETERMINING THE TOTAL LOSS PAYMENT.

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Residual value may decrease over the term of the Retail Installment Sales Contract/Lease Agreement. This Addendum is not a substitute for collision, comprehensive or property damage insurance. You may wish to consult an insurance agent to determine whether such insurance coverage may be obtained and at what cost. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS ADDENDUM IS OPTIONAL AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS VEHICLE.

DEALER ACKNOWLEDGES THAT THEY ARE THE CREDITOR AT THE TIME OF SALE, AND THAT THE TLP PURCHASE PRICE MAY NOT EXCEED THE AMOUNT OF YOUR INDEBTEDNESS FOR THE VEHICLE.

[REDACTED]	[REDACTED]	03/16/2011
	PURCHASER/LESSEE	DATE
03/16/2011	[REDACTED]	
DATE	CO-PURCHASER/CO-LESSEE	DATE

TLP Administrator:

Moran & Associates, Inc. • P. O. Box 8566 • Deerfield Beach, FL 33443

Case ID: 120901046

All Action Details for Issue

[Print](#)

VIN: 1FMCU9DG5AK [REDACTED] Year: 2010 Model: Case: 601122282  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2009-08-19  
 Symptom Desc: ACCELERATOR PEDAL INOPERATIVE/NO RESPONSE Primary Phone: [REDACTED]  
 Reason Desc: CLP - OUT - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 08/17/2012

Action: SERVICE REPAIR - MULTIPLE REPAIR  
 Dealer: 01431 CHAPMAN FORD SALES, INC. Origin Desc: US CONCERN CASE BASE  
 Odometer: 32000 MI Comm Type: INBOUND CUSTOMER EMAIL  
 Analyst Name: SANDIKO, DAN Analyst: DSANDIKO  
 Action Date: 08/15/2012 Action Time: 19:16:43.511 Action Data: Yes

Comments CUSTOMER SAID: THREAD ID: 1-6CEV2Q-WITH 21-MONTH OLD DAUGHTER IN THE CAR. THE GAS PEDAL STOPPED WORKING WHILE CUST WAS DRIVING-VEH NEVER STALLED, BUT CUST COULD NOT ACCELERATE-SCHEDULED AN APPOINTMENT WITH DLR-ACCORDING TO THEM, PARTS OF TRANS NEED TO BE REPLACED-AFTER IT WAS "FIXED", CUST FAMILY HEADED FOR VACATION-THE GAS PEDAL GAVE OUT AGAIN-THIS TIME ON THE HIGHWAY-WAITED 6 HOURS FOR A TOW TRUCK IN 90 DEGREES HEAT-AFTER VEH WAS "FIXED" AGAIN, BROKE DOWN AGAIN ON THE HIGHWAY-THIS IS CUST'S THIRD AND LAST TIME "FIXING" VEH-NEVER AGAIN WILL CUST, NOR FAMILY, BUY A FORD\*\*\*CHAPMAN FORD SALES, INC.9371 ROOSEVELT BOULEVARDPHILADELPHIA PA 19114(866) 577-2408CRC 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.-ADVISED ABOVE\*\*ATTACHED EMAIL\*\*UPDATED CUST PROFILE

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: CREATE FOLLOW UP  
 Dealer: 01431 CHAPMAN FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 32000 MI Comm Type: PHONE  
 Analyst Name: DUGGAN (ADUGGAN5),AUSTIN Analyst: ADUGGAN5  
 Action Date: 08/17/2012 Action Time: 10:19:54.789 Action Data: Yes

Comments -CSM AUSTIN EXT 77803- VEH REVIEW - LTV=N/S - 2010 ESCAPE SUB OWNER - WSD 08-19-2009 (2YRS 11 MONTHS 28 DAYS)-32000 MILES-NO ESP PLAN AND NO OPEN RECALLS - NOT A CPO VEH -OBC TO THE DEALER @ 215-698-7000 AND THE DEALER IS GOING TO CONTACT THE CSUT AND UPDATE CUDL - NO ASSISTANCE AT THIS TIME SET F/U FOR 08-22-2012

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-22-2012
TIME OF FOLLOW UP (HH:MM)	20:00

Action: CONCERN ADDRESSED  
 Dealer: 01431 CHAPMAN FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 32000 MI Comm Type: PHONE  
 Analyst Name: DUGGAN (ADUGGAN5),AUSTIN Analyst: ADUGGAN5

Action Date: 08/23/2012

Action Time:  
09.30.50.953

Action Data: Yes

Comments -CSM [REDACTED] EXT 77803 -OBC TO THE DEALER @ [REDACTED] TO SEE IF THE CUST HAS BEEN NOTIFIED - SPOKE TO THE S/M AND THE CASE IS CLOSED NO FURTHER ACTION REQUIRED \*\*\*

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



All Action Details for Issue

[Print](#)

VIN: 1FMCU9DG5AK [REDACTED] Year: 2010 Model: Case: 691122282  
Name: [REDACTED] Owner Status: Subsequent WSD: 2009-08-19  
Symptom Desc: ACCELERATOR PEDAL INOPERATIVE/NO RESPONSE Primary Phone:  
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: 32000 MI Comm Type: INBOUND CUSTOMER EMAIL  
Analyst Name: MERCED, YVETTE Analyst: YMERCED  
Action Date: 08/18/2012 Action Time: 20:29:08.074 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: 1-6CH4QOCW [REDACTED] PHONE: [REDACTED] EMAIL:  
[REDACTED] -SEE HISTORICS 8/17/2012- STATED THAT JUST THOUGHT MAY BE INTERESTED TO KNOW  
THAT VEH BROKE DOWN FOR THE FOURTH TIME ON THE WAY TO WORK-DLR INSISTED THE VEH WAS FIXED  
REALLY FEEL THAT THERE IS A GUARDIAN ANGEL LOOKING OUT FOR HER-COASTED AT 5 MPH ACROSS THE  
HIGHWAY-HER BOSS HAPPEN TO SEE HER AND PICKED HER UP-HAVE NEVER BEEN SO MENTAL AND  
EMOTIONALLY EXHAUSTED IN ALL MY LIFE (EVEN AFTER CHILDBIRTH)-STATED PETER THAT WAS MENTION IN  
WOULD CALL HER NEVER DID-ENDED UP CALLING HIM TODAY AFTER BROKE DOWN-ASKED HIM TO TELL HER  
HOW HE WAS GOING TO MAKE SURE VEH WAS FIXED THIS TIME HIS ANSWER WAS "I WILL DRIVE IT MYSELF"-  
STATED THAT IT IS NOT GOOD ENOUGH NEED YOU TO TELL HER HOW TO FIX THIS PROBLEM BECAUSE SHE  
CAN NOT HANDLE THIS ANYMORE\*\*\*CHAPMAN FORD SALES, INC.9371 ROOSEVELT BOULEVARDPHILADELPHIA  
PA 19114(866) 577-2408CRC ADVISED; PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR  
SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADVISED ABOVE PHRASEOLOGY-CW INFORMATION  
CAPTURED-ADVISED CONTINUE WORKING WITH THE DLRSH-UNABLE TO ATTACH EMAIL

Ford Confidential



All Action Details for Issue

[Print](#)

VIN: 1FMCU9DG5AK [REDACTED] Year: 2010 Model: Case: 691122282  
Name: [REDACTED] Owner Status: Subsequent WSD: 2009-08-19  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED  
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 032000 MI Comm Type: MAIL  
Analyst Name: Analysis: SYSTEM  
Action Date: 08/18/2012 Action Time: 05:09:40.594 Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential

All Action Details for Issue

[Print](#)

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<b>VIN:</b> 1FMCU9DG5AK [REDACTED]	<b>Year:</b> 2010	<b>Model:</b>	<b>Case:</b> 691122282
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Subsequent	<b>WSD:</b> 2009-08-19	
<b>Symptom Desc:</b>		<b>Primary Phone:</b>	
<b>Reason Desc:</b> MISC INQUIRY - CHANGE OF ADDRESS		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 02 INFORMATION	<b>Issue Status:</b> CLOSED		

---

<b>Action:</b> UPDATE CUSTOMER ADDRESS OR PHONE NUMBER		
<b>Dealer:</b>		<b>Origin Desc:</b> MANUAL - PHONE CSR
<b>Odometer:</b> 32000 MI	<b>Comm Type:</b> PHONE	
<b>Analyst Name:</b> SANDIKO, DAN	<b>Analyst:</b> DSANDIKO	
<b>Action Date:</b> 08/15/2012	<b>Action Time:</b> 19.11.48.266	<b>Action Data:</b> No

**Comments:** CUSTOMER PROFILE UPDATE

---

Ford Confidential

All Action Details for Issue

[Print](#)

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VIN: 1FMCU9DG5AK	Year: 2010	Model:	Case: 1814952182
Name:	Owner Status:	WSD: 2009-08-19	
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone:	
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED		Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

---

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED	Origin Desc: CROSS COUNTRY MOTOR CLUB	
Dealer: 01349 CHAPMAN FORD LINCOLN SALES		
Odometer: 032567 MI	Comm Type: MAIL	
Analyst Name:	Analyst: SYSTEM	
Action Date: 08/05/2012	Action Time: 22.38.13.653	Action Data: No

Comments DISPATCH COMPLETE

---

Ford Confidential



**From:** [REDACTED]  
**Sent:** Wednesday, April 28, 2010 11:15 AM  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** GO Courtesy Ford  
**Requesting Dealer/Fleet:** GO Courtesy Ford  
**Contact Person:** Richard Minges  
**Title:** Service Manager  
**Address:** [REDACTED]  
**Telephone:** [REDACTED]  
**Email Address:** [REDACTED]  
**PA Code:** 03170  
**Region:** Denver  
**City:** Littleton  
**Dealer State:** CO  
**Fax Number:** [REDACTED]  
**WSD:** ?  
**Vehicle Year:** 2009  
**Vehicle Model:** Escape  
**Vehicle VIN:** 1FMCU92759K [REDACTED]  
**Mileage:** 20692  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** Littleton  
**State:** Colorado  
**Zip Code:** [REDACTED]

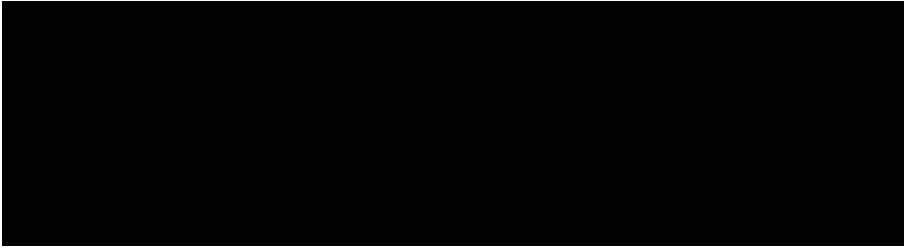
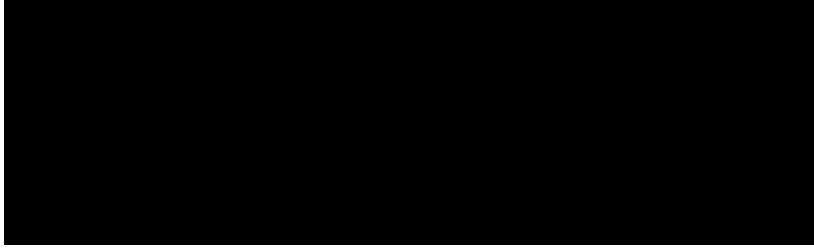
4/28/2010



**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** W4 - Denver  
**Incident Involves:** Accident  
**Date of Incident:** 04/21/2010  
**County in which incident occurred:** Aurora  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** Front bumper, vehicle stalled. Lost all lighting systems from the dash and the vehicle itself including the breaking system shut down.  
**Police Report Filed:** No  
**Police Report detail:** No  
**Insurance Company Contacted:** Y  
**Insurance Company Advice:** Advised to take to body shop and closed dealer for investigation.  
**Insurance Company Contact Information:** CEI [REDACTED]  
**Coach Builder:** N/A  
**Coach Builder City:** Littleton  
**Coach Builder State:** AK - Alaska  
**Coach Builder Zip:** 80129  
**Vehicle Location:** GO Courtesy Ford 8252 S Broadway Littleton, CO 80122  
**Attorney Information:** N/A  
**CVO Contact:** N/A  
**Resolution Sought Detail:** Investigation  
**Comments:** Investigation

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

4/28/2010



\*\*\*Note to Dealer\*\*\*

\*\*\*DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL\*\*\*

\*\*\*NOTE: SEND AUTHORIZATION REQUEST TO [REDACTED]

\*\*\*ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CUSTOMER WILL BE NOTIFIED OF OUR DECISION\*\*\*

\*\*\*EVALUATIONS MAY TAKE UP TO 90 DAYS TO COMPLETE\*\*\*\*

---

**From:** [REDACTED]  
**Sent:** Tuesday, November 29, 2011 1:52 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

11/30/2011

**Email Subject:** Dealer/Fleet Request for OGC Review

**DEALER INFORMATION:**

**Dealership Fleet Name:** Sentry Ford Lincoln, Inc.

**Requesting Dealer Fleet:** SENTRY FORD LINCOLN

**PA Code:** 08811

**Contact Person:** [REDACTED]

**Title:** SERVICE DIRECTOR

**Phone Number:** [REDACTED]

**Fax Number:** [REDACTED]

**Email:** [REDACTED]

**Region:** boston

**Address:** [REDACTED]

**City:** medford

**State:** Massachusetts

**Zip Code:** [REDACTED]

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 07/27/2010

**Vehicle Year:** 2010

**Vehicle Model:** escape

**Vehicle VIN:** 1fmcu9d7xak [REDACTED]

**Mileage:** 7080

**customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** wakefield

**State :** Massachusetts

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** n/a

**Customer Region:** boston

**DETAILS OF INCIDENT:**

**Accident**

**Date of Incident:** 2011-10-17

**County incident occurred:** middlesex

**Is customer alleging a component defect CAUSED the incident?** YES

**Details:** self acceleration

**Was a police report filed?** YES

**Details :** peabody ma.

**Has the insurance company been contacted?** YES

**Insurance company advised:** vehicle already repaired. insurance company paid

**Insurance company contact information:** meridian insurance 6175675657 x17 tom depaulo

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** currantly at dealership

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** make vehicle stop self acedlerating

**Comments:** at this point we can find nothing wrong. customer looking for loaner.

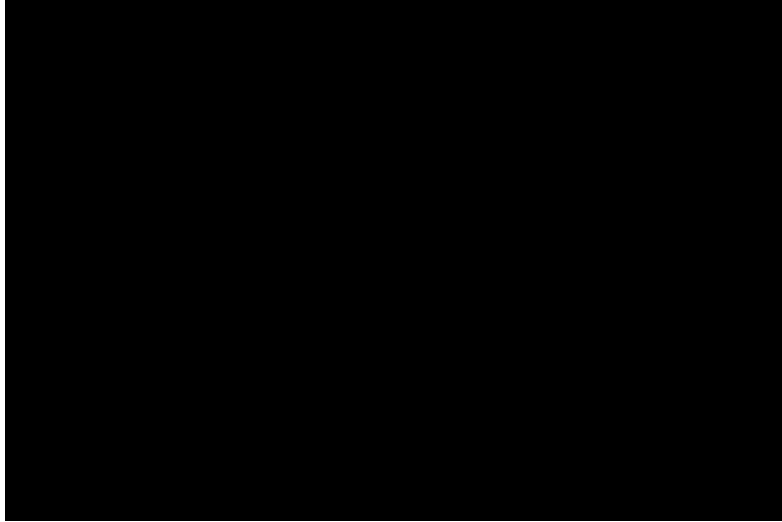
11/30/2011

Copyright 2011 Ford Motor Company

11/30/2011

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TX  
LA

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

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

[REDACTED]  
Austin TX  
[REDACTED]

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

January 18, 2012

Ford Motor Company FCSD - Consumers Affairs

[REDACTED]  
Mail Drop 3NE-B  
Dearborn, MI [REDACTED]

Re: [REDACTED]  
2010 Mercury Milan  
VIN 3MEHM0JG1AR [REDACTED]

Dear Sir/Madam:

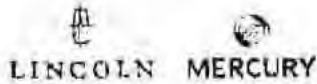
Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of [REDACTED] claim. At this time, we have been authorized to attempt to resolve this matter without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

[REDACTED] has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of both the Texas Lemon Law and Magnuson-Moss Warranty Act. As such, [REDACTED] respectfully requests that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

LAW OFFICES OF STEVEN VEINGER, P.A.  
[REDACTED]



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Service Direct Line  
(281) 596-1151

Service Direct Line  
(281) 596-1201

CUSTOMER NO. <b>67021</b>	ADVISOR <b>MARCUS FELDER</b>	TRF NO. <b>41</b>	INVOICE DATE <b>04/21/10</b>	INVOICE NO. <b>LTC5554018</b>
	LABOR RATE	LICENSE NO.	COLOR <b>WHT PLATINUM</b>	STOCK NO. <b>0D056</b>
	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>	MILEAGE <b>592</b>	DELIVERY DATE <b>11/17/10</b>	DELIVERY MILES
HOUSTON, TX	VEHICLE ID NO. <b>3MEHMOJGAR</b>		SELLING DEALER NO.	PRODUCTION DATE <b>11/29/09</b>
RESIDENCE PHONE	F.T.E. NO.	P.O. NO.	R.O. DATE <b>04/21/10</b>	
	COMMENTS			

LABOR & PARTS  
# 1 39LIZ \* EFI DIAGNOSIS HOURS: 0.30 TECH(S):11 WARRANTY  
A99-10815- POWER TRAIN MOD. REPROGRAMMING  
REPROGRAM PCM PER CUSTOMER SATISFACTION PROGRAM 10B15

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

Visit our Website at [www.westpointbuick.com](#)

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATES LIFETIME GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS (FOR GM SERVICE PLUS ONLY)

\*\*\*\*\*

\*  CASH       CHECK      CHECK NO.  \*  
 \*  VISA         MASTERCARD     DISCOVER    \*  
 \*  AMEX         OTHER CHARGE    \*  
 \*\*\*\*\*

NOTE: PARTS AND LABOR ON REPLACEMENT PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST.

TOWNSHIP UNAPPROVED CHECKED CREDIT CARD NOTICE PURSUANT TO TEXAS PROPERTY CODE 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 CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH TEXAS BUSINESS AND COMMERCE CODE, IF A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE DRAWER OR SIGNER OF THE ORDER HAS NO ACCOUNT ON THE ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED.

SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

X

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 Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

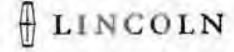
CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

REC'D BY X \_\_\_\_\_

The Reynolds and Reynolds Company BRANIFFHE 02060900 141007



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Service Direct Line  
(281) 596-1154

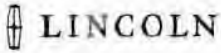
1 Day

CUSTOMER NO. <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	TAG NO. <b>14 574</b>	INVOICE DATE <b>06/07/11</b>	INVOICE NO. <b>LICS568002</b>
LABOR RATE	LICENSE NO.	MILEAGE <b>16,458</b>	COLOR <b>WHT PLATINU</b>	STOCK NO. <b>0D056</b>
YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>	DELIVERY DATE <b>11/17/10</b>	DELIVERY MILES <b>6,124</b>	RESIDENCE PHONE	
VEHICLE ID NO. <b>3 M E H M O J G I A R</b>	SELLING DEALER NO.	PRODUCTION DATE <b>11/29/09</b>	BUSINESS PHONE	
F.T.E. NO.	P.O. NO.	R.O. DATE <b>06/07/11</b>	COMMENTS	

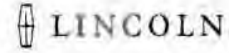
LABOR & PARTS	WARRANTY	NOTE: PARTS AND LABOR ON REPLACEMENT PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST.
<b>J# 1 39LIZ</b> * EFT DIAGNOSIS HOURS: 1.80 TECH(S):11 DCL ENGINE STALLED & WRENCH WARNING LIGHT CAME ON (SEE PREVIOUS) ENGINE STALLED CHECK EEC DCL SSYSTEM REPLACE THROTTLE BODY NOT OPERATING PROPER RECHECK EEC SYSTEM	WARRANTY	<b>TERMS: CASH/APPROVED CHECK/CREDIT CARD</b> NOTICE PURSUANT TO 25.001, TEXAS PROPERTY CODE, 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 ABOVE CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH 25.002, TEXAS BUSINESS AND CONSUMER CODE, IF A WRITING ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, ENOUGH BEFORE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE DRAWER OR MAKER OF THE ORDER HAS NO ACCOUNT ON THE ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED. SIGNATURE OF SERVICE PROVIDER FOR AGENT FOR REPOSSESSION _____ <b>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 Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.</b> REC'D. BY X _____
<b>PARTS</b> -----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- <b>JOB # 1 1 9L8Z-9E926-A THROT[DD]</b>	WARRANTY	
JOB # 1 TOTAL PARTS 0.00 JOB # 1 TOTAL LABOR & PARTS 0.00		
<b>J# 2 99L1ZZ99P</b> *MULTI-POINT INSP HOURS: 0.10 TECH(S):11 PERFORM A MULTI-POINT INSPECTION A MULTI-POINT INSPECTION WAS PERFORMED	INTERNAL	
<b>PARTS</b> -----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 2 TOTAL PARTS 0.00 JOB # 2 TOTAL LABOR & PARTS 0.00	INTERNAL	
<b>J# 3 55LIZ</b> SUBLET HOURS: TECH(S):993 WINDOW TINT COMING LOOSE BACK GLASS DONE	INTERNAL	
<b>PARTS</b> -----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 3 TOTAL PARTS 0.00 JOB # 3 TOTAL LABOR & PARTS 0.00	INTERNAL	
<b>J# 4+99L1ZZGTIRE</b> TIRE MEASUREMENT HOURS: TECH(S):11 ATW TIRES ARE GOOD AT THIS TIME	INTERNAL	
<b>PARTS</b> -----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 4 TOTAL PARTS 0.00 JOB # 4 TOTAL LABOR & PARTS 0.00	INTERNAL	
<b>J# 5+99L1ZZGBK</b> BRAKE MEASUREMENT HOURS: TECH(S):11 ATW BRAKES ARE GOOD AT THIS TIME FRONT 8 MM REAR 7 MM	INTERNAL	
<b>PARTS</b> -----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE- JOB # 5 TOTAL PARTS 0.00 JOB # 5 TOTAL LABOR & PARTS 0.00	INTERNAL	
<b>MISC</b> -----CODE-----DESCRIPTION-----CONTROL NO----- <b>JOB # 2 FOCL MULTIPPOINT</b>	INTERNAL	
TOTAL - MISC 0.00		

The Reynolds and Reynolds Company 684117MWE C070114 Q (10/10)





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CUSTOMER NO. <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	TAG NO. <b>14 574</b>	INVOICE DATE <b>06/07/11</b>	INVOICE NO. <b>LICS568002</b>
[REDACTED] CYPRESS, TX	LABOR RATE	LICENSE NO.	MILEAGE <b>16,458</b>	COLOR <b>WHT PLATINU</b>
	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>	DELIVERY DATE <b>11/17/10</b>		STOCK NO. <b>0D056</b>
	VEHICLE I.D. NO. <b>3 M-E-H M 0-J G 1 A R</b>	SELLING DEALER INT.		DELIVERY MILES <b>6,124</b>
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>06/07/11</b>	PRODUCTION DATE <b>11/29/09</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

ESTIMATE  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)  
 TOTALS  
 Visit our Website at [www.westpointsales.com](http://www.westpointsales.com)

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATES LIFETIME GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS (FOR GM SERVICE PLUS ONLY)

\*\*\*\*\*  
 \* [ ] CASH [ ] CHECK CHECK NO. [ ] \*  
 \* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
 \* [ ] AMEX [ ] OTHER CHARGE \*  
 \*\*\*\*\*

NOTE: PARTS AND LABOR (W/ REPLACEMENT PARTS) ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST.

**TERMS: CASH/APPROVED CHECK/CREDIT CARD**  
 NOTICE PURSUANT TO (ETC) TEXAS PROPERTY CODE I AM THE PERSON OR AGENT ACTING AS AGENT OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BRASS TEXAS STATUTES AND COMMENCE DATE, IF A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISCONTINUED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE DRIVER OF VEHICLE OF THE ORDER HAS NO ACCOUNT OR THE ACCOUNT ON WHICH IT IS DEBITED IS CLOSED.  
 SIGNATURE OF PERSON RESPONSIBLE FOR ORDER FOR PERSON RESPONSIBLE:  
 X

**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 Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

REC'D BY X

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company EBANTIME 6029114 0 (12/10)





# WestPoint



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Lincoln Direct Link  
(713) 466-1191

CUSTOMER NO. <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	14 TAG NO. <b>090</b>	DATE <b>06/23/11</b>	INVOICE NO. <b>LICS568638</b>
	LABOR RATE	LICENSE NO.	MILEAGE <b>17,182</b>	COLOR <b>WHT PLATINU</b>
	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>		DELIVERY DATE <b>11/17/10</b>	STOCK NO. <b>0D056</b>
CYPRESS, TX	VEHICLE ID NO. <b>3 M E H M 0 J G 1 A R</b>		SELLING DEALER NO.	DELIVERY MILES <b>6,124</b>
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>06/23/11</b>	PRODUCTION DATE <b>11/29/09</b>
	COMMENTS			

LABOR & PARTS  
**J# 1 39LIZ \* EFI DIAGNOSIS HOURS: 0.80 TECH(S):11**  
 E29 P11 CHECK ENGINE WARNING LIGHT ON  
 (SEE PREVIOUS)  
 CHECK ENGINE LIGHT ON CHECK EEC DCL SYSTEM CODE P0175 FOUND  
 MASS AIR FLOW SENSOR NOT OPERATING PROPER REPLACE MASS AIR  
 FLOW SENSOR NOT OPERATING PROPER ERASE CODE RECHECK EEC  
 TROUBLEST 17182 CAUSAL PART 128579

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	3L3Z-128579-BA	SENSOR ASY			WARRANTY
JOB # 1	-1	3L3Z-128579-BA	CORE RETURN			WARRANTY
				JOB # 1 TOTAL PARTS	0.00	
				JOB # +1 TOTAL LABOR & PARTS	0.00	

MISC	CODE	DESCRIPTION	CONTROL NO	WARRANTY
JOB # 1	SP	SERVICE POLICY ADJUSTMENT		0.00
TOTAL - MISC				0.00

TOTALS

Visit our Website at [www.westpointsales.com](http://www.westpointsales.com)

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

PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATES LIFETIME  
 GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS  
 (FOR GM SERVICE PLUS ONLY)

\*\*\*\*\*  
 \* [ ] CASH [ ] CHECK CHECK NO. [ ] \*  
 \* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
 \* [ ] AMEX [ ] OTHER CHARGE \*  
 \*\*\*\*\*

CUSTOMER SIGNATURE \_\_\_\_\_  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

NOTE: PARTS AND LABOR ON REPLACEMENT  
 PARTS ARE WARRANTED FOR 12 MONTHS OR  
 12,000 MILES WHICHEVER OCCURS FIRST

TERMS: CASH/APPROVED CHECK/CREDIT CARD  
 NOTICE PURSUANT TO (88AM) TEXAS PROPERTY CODE  
 I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE VENDOR,  
 WHO IS OBLIGATED TO ME FOR THE REPAIR OF THE MOTOR VEHICLE  
 SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THE  
 VEHICLE IS SUBJECT TO REDEMPTION IN ACCORDANCE WITH  
 88AM, TEXAS PROPERTY AND LIENS CODE, IF A WRITTEN CHECK  
 FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, BOUNCED  
 THE DEBITOR ON BEHALF OF THE CREDIT HAS NO ACCOUNT ON THE  
 ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED.  
 I AGREE TO REPAIR TO THE BEST OF MY TECHNICAL SKILL.

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 fit-  
 ness for a particular purpose, and Seller  
 neither assumes nor authorizes any other  
 person to assume for it any liability in con-  
 nection with the sale of said products.

REC'D BY: \_\_\_\_\_

The Reynolds and Reynolds Company EPANTIVE 006/1944.0 110711



# WestPoint



SERVICE CENTER

"After The Sale, It's The Service That Counts"

1-10 AT KIRKWOOD • 11866 KATY FREEWAY • HOUSTON, TEXAS 77043

Service Order Form  
(DAI, 388-1137)

CUSTOMER NO. <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	14	TAG NO. <b>316</b>	INVOICE DATE <b>01/03/12</b>	INVOICE NO. <b>LICS575269</b>
[REDACTED] CYPRESS, TX	LABOR RATE [REDACTED]	LICENSE NO. [REDACTED]	MILEAGE <b>27,218</b>	COLOR <b>WHT PLATINU</b>	STOCK NO. <b>0D056</b>
	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>			DELIVERY DATE <b>11/17/10</b>	DELIVERY MILES <b>6,124</b>
	VEHICLE I.D. NO. <b>3 M E H M O J G I A R</b>			SELLING DEALER NO. [REDACTED]	PRODUCTION DATE <b>11/29/09</b>
	F.T.E. NO. [REDACTED]		P.O. NO. [REDACTED]		R.O. DATE <b>01/03/12</b>
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS			
LABOR & PARTS			NOTE: PARTS AND LABOR ON REPLACEMENT PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST.		
J# 1 39LIZ	* EFI DIAGNOSIS	HOURS: 0.60	TECH(S): 11	INTERNAL	
E29 CHECK ENGINE WARNING LIGHT ON CHECK EEC DCL SYSTEM UNABLE TO DUPLICATE CONCERN			JOB # 1 TOTAL LABOR & PARTS 0.00		
J# 2 99LIZ299P	*MULTI-POINT INSP	HOURS: 0.10	TECH(S): 11	INTERNAL	
PERFORM A MULTI-POINT INSPECTION A MULTI-POINT INSPECTION WAS PERFORMED			JOB # 2 TOTAL LABOR & PARTS 0.00		
J# 3 61LIZSTATE1	1YR ST INSP	HOURS:	TECH(S): 11	25.50	
STATE INSPECTION (INS. CARD OVER LEFT SUN VISOR) 1 YEAR TEXAS SAFETY & EMISSIONS STATE INSPECTION			JOB # 3 TOTAL LABOR & PARTS 25.50		
J# 4+99LIZZYTIRE	TIRE MEASUREMENT	HOURS:	TECH(S): 11	0.00	
ATW TIRES REQUIRE FUTURE ATTENTION FRONT			JOB # 4 TOTAL LABOR & PARTS 0.00		
J# 5+99LIZZGTIRE	TIRE MEASUREMENT	HOURS:	TECH(S): 11	0.00	
ATW TIRES ARE GOOD AT THIS TIME REAR			JOB # 5 TOTAL LABOR & PARTS 0.00		
J# 6+99LIZZGBK	BRAKE MEASUREMENT	HOURS:	TECH(S): 11	0.00	
ATW BRAKES ARE GOOD AT THIS TIME FRONT 9 MM REAR 6 MM			JOB # 6 TOTAL LABOR & PARTS 0.00		
G.O.G. & SUPPLIES			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 Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.		
JOB # 3	1.0 ONE YEAR SAFETY INSP	@	14.250 /UNIT	TOTAL - GOG	14.25
MISC			RECD BY X _____		
JOB # 1	SP SERVICE POLICY ADJUSTMENT			INTERNAL	
JOB # 2	FOCL MULTIPOINT			INTERNAL	
COMMENTS			TOTAL - MISC 0.00		
CUSTOMER WAITING					

The Reynolds and Reynolds Company, ERMARTIME, CDB9534A Q (10/11)





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Service Direct Line  
(281) 508-1122

CUSTOMER NO. <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	TAG NO. <b>14 316</b>	INVOICE DATE <b>01/03/12</b>	INVOICE NO. <b>LICS575269</b>
[REDACTED]	LABOR RATE	LICENSE NO.	WHT PLATINUM <b>00056</b>	STOCK NO.
[REDACTED]	[REDACTED]	[REDACTED]	DELIVERY DATE <b>11/17/10</b>	DELIVERY MILES <b>6,124</b>
CYPRESS, TX	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>	SALES TAX <b>27,218</b>	SELLING DEALER NO.	PRODUCTION DATE <b>11/29/09</b>
[REDACTED]	VEHICLE I.D. NO. <b>3MEHM0JG1AR</b>	P.O. NO.	R.O. DATE <b>01/03/12</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

TOTALS

Visit our Website at [www.westpointsales.com](http://www.westpointsales.com)

TOTAL LABOR....	25.50
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	14.25
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>39.75</b>

PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATES LIFETIME GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS (FOR GM SERVICE PLUS ONLY)

\*\*\*\*\*  
 \* [ ] CASH [ ] CHECK CHECK NO. [ ] \*  
 \* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
 \* [ ] AMEX [ ] OTHER CHARGE \*  
 \*\*\*\*\*

CUSTOMER SIGNATURE

DUPLICATE INVOICE \*\*\*\*\*

NOTE: PARTS AND LABOR ON REPLACEMENT PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST.

**TERMS: CASH/APPROVED CHECK/CREDIT CARD**  
 NOTICE PURSUANT TO (ETX) TEXAS PROPERTY CODE. I AM THE PERSON OF AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE ABOVE CONTRACT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH (ETX) TEXAS BUSINESS AND COMMERCIAL CODE, IF A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DENIED OR BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE GRANTEE OR MAKER OF THE ORDER HAS NO ACCOUNT OR THE ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED.

**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 Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

REC'D BY X \_\_\_\_\_

The Reynolds and Reynolds Company (PRINTED) 02/27/10 (10/11)



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Service Dept Line  
2811 890-1137

CUSTOMER NO <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	TAG NO <b>14 509</b>	INVOICE DATE <b>01/11/12</b>	INVOICE NO <b>LICS575522</b>
	LABOR RATE	LICENSE NO.	MILEAGE <b>27,614</b>	COLOR <b>WHT PLATINU</b>
	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>	DELIVERY DATE <b>11/17/10</b>	DELIVERY MILES <b>6,124</b>	STOCK NO <b>0D056</b>
<b>CYPRESS, TX</b>	VEHICLE ID NO. <b>3 M E H M O J G 1 A R</b>	SELLING DEALER NO.	PRODUCTION DATE <b>11/29/09</b>	
RESIDENCE PHONE	BUSINESS PHONE	P. O. NO.	R. O. DATE <b>01/11/12</b>	
COMMENTS				

LABOR & PARTS  
# 1 39L12 \* EFI DIAGNOSIS HOURS: 1.00 TECH(S):11  
E29 CHECK ENGINE WARNING LIGHT ON (SEE PREVIOUS)  
CHECK ENGINE LIGHT ON CHECK FOR CODES CODE P0456 ACCESS &  
INSPECT EVAPORATIVE EMISSION CANISTER REPLACE CANISTER &  
PURGE VALVE USING Y5B 11-11-26 CAUSAL PART 9C915

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	9E5Z-9D653-C	CANNI[DS]			
JOB # 1	1	9U5Z-9C915-H	VALVE[DD]			
JOB # 1	1	-DIFF-				
JOB # 1 TOTAL PARTS					0.00	
JOB # 1 TOTAL LABOR & PARTS					0.00	

NOTE: PARTS AND LABOR ON REPLACEMENT PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST.

TERMS: CASH/APPROVED CHECK/CREDIT CARD  
NOTICE PURSUANT TO 6/10/07 TEXAS PROPERTY CODE  
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS DELEGATED TO ME FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPAIRS IN ACCORDANCE WITH TEXAS BUSINESS AND CONSUMER CODE, (A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE DRIVER OR MAJOR OF THE ORDER HAS NO ACCOUNT ON THE ACCOUNT ON WHICH IT IS DEBITED (AFTER 24 HOURS).

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 Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

TOTALS

Visit our Website at [www.westpointsales.com](http://www.westpointsales.com)

TOTAL LABOR...	0.00
TOTAL PARTS...	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATES LIFETIME GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS (FOR GM SERVICE PLUS ONLY)

\*\*\*\*\*

\* [ ] CASH [ ] CHECK CHECK NO. [ ] \*  
 \* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
 \* [ ] AMEX [ ] OTHER CHARGE \*

\*\*\*\*\*

CUSTOMER SIGNATURE

RECD BY X

The Reynolds and Reynolds Company 2141010VJL 000019-0 10711

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

TX 4  
K.L.

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

*Atty is Romano, Stancroff*

[Redacted]  
Austin TX  
[Redacted]

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

January 18, 2012

RECEIVED  
JAN 24 2012

12 JAN 23 AM 50

CONSUMER AFFAIRS  
SECTION

Ford Motor Company FCSD - Consumers Affairs  
16800 Executive Plaza Drive  
Suite 3N-333  
Mail Drop 3NE-B  
Dearborn, MI 48126-4207

Re: [Redacted]  
2010 Mercury Milan  
VIN 3MEHM0JG1AR [Redacted]

Dear Sir/Madam:

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

[Redacted] has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of both the Texas Lemon Law and Magnuson-Moss Warranty Act. As such, [Redacted] respectfully requests that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

LAW OFFICES OF STEVEN VEINGER, P.A.

[Redacted Signature]

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

JAN 25 2012

OFFICE OF THE  
GENERAL COUNSEL





# WestPoint



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Duplicate.

CUSTOMER NO <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	TAG NO <b>14 574</b>	INVOICE DATE <b>06/07/11</b>	INVOICE NO. <b>LICS568002</b>
	LABOR RATE	LICENSE NO	MILEAGE <b>16,458</b>	COLOR <b>WHT PLATINUM</b>
	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>	DELIVERY DATE <b>11/17/10</b>	STOCK NO <b>0D056</b>	
CYPRESS, TX	VEHICLE ID NO <b>3MEHM0JG1AR</b>	DELIVERY MILES <b>6,124</b>	SELLING DEALER NO	
	P.T.E. NO	P.O. NO	PRODUCTION DATE <b>11/29/09</b>	
			R.O. DATE <b>06/07/11</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

LABOR & PARTS	DESCRIPTION	HOURS	TECH(S)	WARRANTY
J# 1 39LIZ	* EFI DIAGNOSIS D21 ENGINE STALLED & WRENCH WARNING LIGHT CAME ON (SEE PREVIOUS) ENGINE STALLED CHECK EEC DCL SSYSTEM REPLACE THROTTLE BODY NOT OPERATING PROPER RECHECK EEC SYSTEM	1.80	:11	WARRANTY
PARTS	9LBZ-9E926-A THROT[DD]			WARRANTY
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00
J# 2 99L1ZZ99P	*MULTI-POINT INSP PERFORM A MULTI-POINT INSPECTION A MULTI-POINT INSPECTION WAS PERFORMED	0.10	:11	INTERNAL
PARTS				INTERNAL
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00
J# 3 55LIZ	SUBLET WINDOW TINT COMING LOOSE BACK GLASS DOME		TECH(S):993	INTERNAL
PARTS				INTERNAL
JOB # 3 TOTAL PARTS				0.00
JOB # 3 TOTAL LABOR & PARTS				0.00
J# 4+99L1ZZGTIRE	TIRE MEASUREMENT ATW TIRES ARE GOOD AT THIS TIME		TECH(S):11	0.00
PARTS				0.00
JOB # 4 TOTAL PARTS				0.00
JOB # 4 TOTAL LABOR & PARTS				0.00
J# 5+99L1ZZGBK	BRAKE MEASUREMENT ATW BRAKES ARE GOOD AT THIS TIME FRONT 8 MM REAR 7 MM		TECH(S):11	0.00
PARTS				0.00
JOB # 5 TOTAL PARTS				0.00
JOB # 5 TOTAL LABOR & PARTS				0.00
MISC	SP SERVICE POLICY ADJUSTMENT			WARRANTY
JOB # 1				INTERNAL
JOB # 2	FOCL MULTIPOINT			INTERNAL
TOTAL - MISC				0.00

NOTE: PARTS AND LABOR ON REPLACEMENT PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST.

**TERMS: CASH/APPROVED CHECK/CREDIT CARD**  
NOTICE PURSUANT TO TEXAS PROPERTY CODE  
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 CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH (A) MULTIPLE REPOSSESSION AND COMMENCE LOGIC, IF A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISCONTINUED BECAUSE OF WARRANTY PHASE, NO FUNDS, OR BECAUSE THE DRIVER OR RENTER OF THE CAR HAS NO ACCOUNT OR THE ACCOUNT ON WHICH THE ORDERING WAS CLOSED.  
SIGNATURE OF PERSON RESPONSIBLE ON BEHALF OF PERSON RESPONSIBLE  
X

**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 of fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

REC'D BY X

The Reynolds and Reynolds Company, Eastman, CT 06026-0001



LINCOLN

Service Center  
(281) 885-4151

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LINCOLN

CUSTOMER NO. <b>107500</b>	ADVISOR <b>CARL D SULLIVAN</b>	14	TAG NO. <b>574</b>	INVOICE DATE <b>06/07/11</b>	INVOICE NO. <b>ICCS568002</b>
	LABOR RATE	LICENSE NO.	MILEAGE <b>16,458</b>	COLOR <b>WHT PLATINUM</b>	STOCK NO. <b>0D056</b>
	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN FWD PREMIER</b>			DELIVERY DATE <b>11/17/10</b>	DELIVERY MILES <b>6,124</b>
	VEHICLE I.D. NO. <b>3 M E H M 0 J G 1 A R</b>			SELLING DEALER NO.	PRODUCTION DATE <b>11/29/09</b>
	F.T.E. NO.	P.O. NO.		R.G. DATE <b>06/07/11</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

ESTIMATE-----  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$0.00 (+TAX)  
 TOTALS-----  
 Visit our Website at [www.westpointsales.com](http://www.westpointsales.com)

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATES LIFETIME  
 GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS  
 (FOR GM SERVICE PLUS ONLY)

\*\*\*\*\*  
 \* [ ] CASH [ ] CHECK CHECK NO. [ ] \*  
 \* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
 \* [ ] AMEX [ ] OTHER CHARGE \*  
 \*\*\*\*\*

NOTE: PARTS AND LABOR ON REPLACEMENT  
 PARTS ARE WARRANTED FOR 12 MONTHS OR  
 12,000 MILES WHICHEVER OCCURS FIRST.

**TERMS: CASH/ APPROVED CHECK/ CREDIT CARD**  
 NOTICE PURSUANT TO TEXAS PROPERTY CODE  
 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 ABOVE CONTRACT. I UNDERSTAND THAT THE  
 VEHICLE IS SUBJECT TO REPOSSESSION BY ACCORDANCE WITH  
 TEXAS TEXAS STATUTES AND COMMERCIAL CODE IF A WRITTEN ORDER  
 FOR REPAIR FOR REPAIR OF THE VEHICLE IS STOPPED, DEFERRED  
 OR ESCALATED TO ANOTHER FUND, NO PARTS, OR REPAIR  
 THE REPAIR OR BASIS OF THE ORDER HAS NO ACCOUNT OR THE  
 ACCOUNT ON WHICH IT IS BILLED HAS BEEN CLOSED

CUSTOMER SIGNATURE \_\_\_\_\_  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

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 fit-  
 ness for a particular purpose, and Seller  
 neither assumes nor authorizes any other  
 person to assume for it any liability in con-  
 nection with the sale of said products.

RECT BY Y \_\_\_\_\_

The Reynolds and Reynolds Company - EDWARDS, CO. (2011)



**Service of Process  
Transmittal**

03/14/2012  
CT Log Number: 570139901

**TO:** [REDACTED]  
Ford Motor Company  
[REDACTED]  
Dearborn, MI [REDACTED]

**RE:** **Process Served in Tennessee**

**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, Df.

**DOCUMENT(S) SERVED:** Summons, Complaint, Exhibit(s)

**COURT/AGENCY:** Williamson County Circuit Court, TN  
Case # 20121037

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Defendants failure or refusal to repair defects from vehicle, 2010 Ford Fusion, VIN #3FAHP0JG6AR [REDACTED]

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Knoxville, TN

**DATE AND HOUR OF SERVICE:** By Certified Mail on 03/14/2012 postmarked on 03/12/2012

**JURISDICTION SERVED:** Tennessee

**APPEARANCE OR ANSWER DUE:** Within 30 days from the date this summons is served upon you

**ATTORNEY(S) / SENDER(S):** [REDACTED]  
Humboldt, TN [REDACTED]

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight, 793341101511  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** [REDACTED] m

**PER:** [REDACTED]

**ADDRESS:** Suite 2021  
Knoxville, TN [REDACTED]

**TELEPHONE:** [REDACTED]



<p align="center"><b>WILLIAMSON COUNTY</b></p>	<p align="center"><b>STATE OF TENNESSEE</b> <b>CIVIL SUMMONS</b> page 1 of 1</p>	<p align="center">Case Number <b>2012-103</b></p>
<p align="center">[REDACTED] <b>Vs. FORD MOTOR COMPANY</b></p>		

**RETURN  
To Circuit Court**

Served On:

**C T CORPORATION  
SYSTEM**

**KNOXVILLE, TN**

You are hereby summoned to defend a civil action filed against you in Circuit Court, Williamson County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to appear at the trial and judgment is rendered against you for the relief sought in the complaint.

Issued: Feb. 24, 2012

Attorney for Plaintiff: Eric P. Egbert, BPR No. 027206  
P.O. Box 401

**PROPERTY EXEMPTION**

TO THE DEFENDANT: [REDACTED] personal property exemption as well as a homestead exemption from execution of a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary, however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to: Circuit Court Clerk, Williamson County

**CERTIFICATION (IF APPLICABLE)**

I, \_\_\_\_\_ Clerk of \_\_\_\_\_ County do certify this to be a true and correct copy of the original summons issued in this case.

Date: \_\_\_\_\_  
Clerk / Deputy Clerk

**OFFICER'S RETURN**. Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Officer, Title

**RETURN ON SERVICE OF SUMMONS BY MAIL:** I hereby certify and return that on \_\_\_\_\_ I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant \_\_\_\_\_. On \_\_\_\_\_ I received the return receipt, which had been signed by \_\_\_\_\_ or \_\_\_\_\_. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: \_\_\_\_\_  
Notary Public / Deputy Clerk (Comm. Expires \_\_\_\_\_)

Signature of Plaintiff: \_\_\_\_\_  
Plaintiff's Attorney (or Person Authorized to Serve Process)  
**(Attach return receipt on back)**

ADA: If you need assistance or accommodations because of a disability, please call \_\_\_\_\_ ADA Coordinator, at \_\_\_\_\_

IN THE CIRCUIT COURT  
WILLIAMSON COUNTY, TENNESSEE

FILED  
FEB 24 2012  
Debbie McMullan Barlow  
Circuit Court

[REDACTED]

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

No. 2012-103

COMPLAINT

NOW COMES Plaintiff, [REDACTED] by and through Plaintiff's attorneys, KROHN & MOSS, LTD., and for Plaintiff's Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff [REDACTED] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Tennessee.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Tennessee and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Ford Lincoln of Franklin (Franklin, Tenn.). Manufacturer does business in all counties of the State of Tennessee.

BACKGROUND

3. On or about September 19, 2009, Plaintiff purchased a 2010 Ford Fusion ("Fusion"), manufactured by Manufacturer, Vehicle Identification No. 3FAHP0JG6AR [REDACTED] for valuable

consideration (A copy of Plaintiff's Purchase Contract is attached hereto as Exhibit "A.")

4. The price of the Fusion, excluding registration charges, document fees and sales tax, and other collateral charges, such as bank and finance charges, totaled more than \$26,827.76.

5. In consideration for the purchase of the Fusion, Manufacturer issued and supplied to Plaintiff several written warranties, including a three (3) year or thirty-six thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's Warranty booklet.

6. Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the subject vehicle, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.

7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of Seller's place of business.

8. Manufacturer's authorized selling agents, including Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.

9. Manufacturer's authorized selling agents, including Seller herein, are required by Manufacturer to enter into a sales and service agreement with Manufacturer that is reduced to a writing.

10. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiff herein, with Manufacturer's written warranty described above at the time of sale.

11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer

undertakes, at the time of sale, the responsibility of repairing its vehicles, including the subject vehicle herein, and makes the accompanying promise to repair in consideration for the sale of the vehicle.

12. Manufacturer issues and supplies to consumers, including Plaintiff herein, its written warranty described above as an inducement for the sale of the subject vehicle.

13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiff's purchase of the subject vehicle that is not reflected on Plaintiff's purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.

14. The retail price of the subject vehicle is determined by Manufacturer and not Seller.

15. On or about September 19, 2009, Plaintiff took possession of the Fusion and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Fusion.

16. The defects described below violate the express written warranties issued to Plaintiff by Manufacturer.

17. Plaintiff brought the Fusion to Seller and/or other authorized service dealers of Manufacturer for various defects, including but not limited to the following:

- a. Defective engine and/or transmission as evidenced by illumination of check engine light, no throttle response, and engine hesitation and loss of power;
- b. Defective HVAC as evidenced by inoperative air conditioning;
- c. Defective electrical system as evidenced by slow or no cranking on engine start, false illumination of seat belt light; false illumination of tire pressure light, and display of rear parking assist message while in Drive;
- d. Defective interior and/or fit and finish as evidenced by sagging headliner; and



- e. Any additional defects as contained on repair orders of Manufacturer's authorized dealerships.

18. Plaintiff provided Manufacturer through Seller and/or other authorized dealers of Manufacturer sufficient opportunities to repair the Fusion.

19. Manufacturer through its authorized dealers was unable and/or failed to repair the Fusion within a reasonable number of attempts.

20. Plaintiff justifiably lost confidence in the Fusion's reliability and said defects have substantially impaired the value of the Fusion to Plaintiff.

21. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Fusion.

22. As a result of these defects, Plaintiff revoked acceptance of the Fusion in writing on November 21, 2011 (A copy of said letter is attached hereto and marked as Exhibit "B").

23. At the time of revocation, the Fusion was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

24. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

25. The Fusion remains in a defective condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

26. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its express warranties.

27. Prior to filing this Complaint, Plaintiff submitted to Manufacturer's informal dispute resolution program and was unsatisfied with the results therein.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

28. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

29. Plaintiff is a purchaser of a consumer product who received the Fusion during the duration of a written warranty period applicable to the Fusion and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

30. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

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

32. 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 Fusion was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

33. Plaintiff's purchase of the Fusion was accompanied by written factory warranties for any non-conformities or defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Fusion to repair the Fusion or take other remedial action free of charge to Plaintiff with respect to the Fusion in the event that the Fusion failed to meet the specifications set forth in said undertaking.

34. Said warranties were the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Fusion to Plaintiff.

35. Said purchase of Plaintiff's Fusion was induced by, and Plaintiff relied upon, these written warranties.

36. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the written warranties.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; 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**

38. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

39. The Fusion 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, Plaintiffs herein.

40. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

41. 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.

42. Pursuant to 15 U.S.C. § 2308, Plaintiff's Fusion was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Fusion was intended.

43. The Fusion was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

44. The above described defects in the Fusion render the Fusion unfit for the ordinary and essential purpose for which the Fusion was intended.

45. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair
- 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 III**  
**REVOCAION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)**  
**OF THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

46. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

47. Manufacturer's tender of the Fusion was substantially impaired to Plaintiff.

48. Manufacturer's tender of the Fusion, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
- d. Such other and further relief that the Court deems just and appropriate.

**COUNT IV**  
**TENNESSEE MOTOR VEHICLE WARRANTIES ACT § 55-24-101 et seq.**

49. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

50. Plaintiff has presented the Fusion to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle three (3) or more times for the same defects and/or non-conformities, and those defects and/or non-conformities continue to exist and/or the Fusion has been out of service for thirty (30) business days and the non-conformities continued to exist after the thirtieth (30<sup>th</sup>) business day.

51. Pursuant to the Act, the Fusion does not conform to the express warranties issued to Plaintiff by Manufacturer.

52. Pursuant to the Act, Plaintiff is entitled to a refund of the full price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of the Fusion's lease price and all incidental and consequential damages incurred by Plaintiff;
- b. Incurred and/or needed costs of repair
- c. Return of all finance charges, sales tax, registration fees incurred by Plaintiff for the Fusion;
- d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiff, and;
- e. Such other and further relief that this Court deems just and appropriate.

**JURY DEMAND**

\* Plaintiff demands trial by jury on all issues in this action.

Respectfully Submitted



Eric P. Egbert, BPR No. 027206  
P.O. Box 401  
Medina, TN 38355  
100 North Central Avenue  
Humboldt, TN 38343-2808

*Of Counsel*  
Krohn & Moss, Ltd.  
10 North Dearborn St, 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428

**EXHIBIT A**



Buyer (and Co-Buyer) Name and Address (including County) and CREDITOR (Seller Name and Address) [Redacted]

Handwritten signature: Harry Bralney

You are hereby acknowledging that you have read and agree to be bound by the arbitration provision on the reverse side of this contract.

Table with columns: Description, Make and Model, Year, Color, VIN, Vehicle Identification Number, and Use For (Lease/Rent/Other)

Trade-In: 2005 Honda Civic EX, 123456789, (123456789)

Table: ILLUSTRATION OF AMOUNT FINANCED. Lists Cash Price, Down Payment, Trade-In, and Total Amount Financed.

Table: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Cash Price.

Table: Payment Schedule with columns: Date, Amount of Payment, Amount of Principal, Amount of Interest.

Important! If you do not pay your loan early, you will not avoid a penalty. Late Payment: You must pay a late charge on the amount of each payment required hereafter...

WARRANTY CONTRACT PROVISIONS. Your best warranty payment under the contract is a lifetime warranty. COVERS WEAR, TEAR AND MILEAGE CHARGES. If the box shown above is checked, this section, Paragraph B, and Paragraph C of this contract apply...

INSURANCE. YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

OTHER OPTIONAL INSURANCE. Coverage for Non-Personal Liability, Personal and Items in Vehicle, etc.

Additional insurance options and terms.

Additional contract provisions and terms.

Seller and Buyer/Co-Buyer signature lines.

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

Do not sign this contract before you read it or if it contains any blank spaces. If it is not possible to get an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (1) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and complete filled in copy of this contract and (2) at the time of signing of this contract, Buyer (and Co-Buyer) received a copy of this contract.

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

CO-SIGNER. (Buyer and Co-Buyer) acknowledge that they have read and agree to be bound by the arbitration provision on the reverse side of this contract.

CO-SIGNER. (Buyer and Co-Buyer) acknowledge that they have read and agree to be bound by the arbitration provision on the reverse side of this contract.

CO-SIGNER. (Buyer and Co-Buyer) acknowledge that they have read and agree to be bound by the arbitration provision on the reverse side of this contract.



**EXHIBIT B**

# *Krohn & Moss, Ltd.*

*(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, Ohio, Tennessee, Wisconsin, Washington, DC)*

## *Main Office*

*10 North Dearborn, 3<sup>rd</sup> Floor*

*Chicago, Illinois 60602*

*www.krohnaudmoss.com*

*Writer's Direct Number*

*(731) 499-0686*

*Writer's Direct Facsimile*

*(888) 663-6181*

*Writer's Direct E-Mail*

*eric@westtennesseelaw.com*

*Writer licensed to practice*

*only in:*

*Tennessee*

November 21, 2011

Ford Motor Company  
Customer Relationship Center  
16800 Executive Plaza Drive  
PO Box 6248  
Dearborn, MI 48121

RE: [REDACTED] Ford Motor Company  
Our Client: [REDACTED]  
Vehicle: 2010 Ford Fusion  
Date of Delivery: September 19, 2009  
VIN: 3FAHP0JG6AR [REDACTED]  
Our File No.: T110006N

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against Ford Motor Company pursuant to the Federal Magnuson-Moss Warranty Act and/or Tennessee Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENTS UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my clients' 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. Defective engine and/or transmission as evidenced by illumination of check engine light, no

- throttle response, and engine hesitation and loss of power;
2. Defective HVAC as evidenced by inoperative air conditioning;
  3. Defective electrical system as evidenced by slow or no cranking on engine start, false illumination of seat belt light; false illumination of tire pressure light, and display of rear parking assist message while in Drive;
  4. Defective interior and/or fit and finish as evidenced by sagging headliner;
  5. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my clients have had enough! Because of the inordinate amount of repairs within the applicable warranty period, my clients have justifiably lost confidence in the vehicle.

As I am sure you are aware, the "Shaken Faith" doctrine under the U.C.C. states:

"For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension."

Zabriskie Chevrolet, Inc. v. [REDACTED]

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke. See Durfee v. Rod Baxter Imports.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers lament in the following manner:

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car [REDACTED]

My clients' repair history clearly shows there was a breach of the written warranty "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."

[REDACTED] Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore, you are hereby notified that my clients are revoking acceptance of the vehicle and have directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for damages.

Please be advised that under U.C.C. § 2-711(3) my clients have a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the

November 21, 2011

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 Indiana Consumer Fraud remedies.

If the seller for, 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 my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my client merely requests a full refund for the defective product, which includes the contract price, plus all sales tax, document fees, finance interest, satisfaction of all liens, the costs of any added optional equipment, any out pocket repair expenses, the unexpended portion of any registration and plates, plus payment of attorneys' fees. In return, my client will waive any incidental and consequential damages for aggravation and inconvenience at this point. Please note that 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. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely,



Attorney at Law  
Of Counsel to Krohn & Moss, Ltd.

EE/hb

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG6AR [REDACTED] Year: 2010 Model: FUSION Case: 528782501  
 Name: [REDACTED] Owner Status: Original WSD: 2009-09-19  
 Symptom Desc: LIGHTING SYS EXT LIGHTING CLEARANCE LAMPS Primary Phone: [REDACTED]  
 Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [REDACTED]  
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: OPEN

Action: OPEN - CABBB CASE ELIGIBLE  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: BETTER BUSINESS BUREAU  
 Odometer: 29750 MI Comm Type: MAIL TRANSFER  
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
 Action Date: 12/08/2011 Action Time: 15.12.33.980 Action Data: No

Comments OPEN BBB CLAIM

Action: FIELD E-MAIL SENT - DRP  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: CONSUMER AFFAIRS-DISPUTE  
 Odometer: 29750 MI Comm Type: OTHER RESOLUTION PROGRAM  
 Analyst Name: PETERSON Analyst: LPETER58  
 (LPETER58), LINDA  
 Action Date: 12/13/2011 Action Time: 08.37.06.895 Action Data: No

Comments ----- 06 OPEN AND I SENT OUT THE REQUEST FOR REPORTS ON 12-05-11

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: CONSUMER AFFAIRS-DISPUTE  
 Odometer: 29750 MI Comm Type: OTHER RESOLUTION PROGRAM  
 Analyst Name: PETERSON Analyst: LPETER58  
 (LPETER58), LINDA  
 Action Date: 12/13/2011 Action Time: 08.37.58.549 Action Data: No

Comments ----- NO SETTLEMENT OFFER PRESENTED TO THE CUST OR THEIR ATTY ON 12-08-11

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: CONSUMER AFFAIRS-DISPUTE  
 Odometer: 29750 MI Comm Type: OTHER RESOLUTION PROGRAM  
 Analyst Name: PETERSON Analyst: LPETER58  
 (LPETER58), LINDA  
 Action Date: 12/15/2011 Action Time: 15.13.59.554 Action Data: Yes

Comments ----- RECVD DLR REPORT FROM FORD/LINCOLN OF FRANKLIN

Data Element Name	Data Value
DATE PAPERWORK REC'D	12-15-2011



Action: COMPANY REPORT SUBMITTED

Dealer: 06004 FORD LINCOLN OF FRANKLIN

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Odometer: 29750 MI

Comm Type: OTHER

Analyst Name: PETERSON  
(LPETER58),LINDA

Analyst: LPETER58

Action Date: 12/16/2011

Action Time:  
13.56.37.171

Action Data: Yes

Comments ----- SUBMITTED MRF TO THE BBB REP HEARING NOT YET SCHEDULED ...

**Data Element Name**

**Data Value**

CUSTOMER CONTACTED BY FORD  
REGION RESPONDED TO DSB E-MAIL (Y/N)

YES  
YES

Action: ARBITRATION-AWA DRS SPENDING

Dealer: 06004 FORD LINCOLN OF FRANKLIN

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Odometer: 29750 MI

Comm Type: OTHER

Analyst Name: PETERSON  
(LPETER58),LINDA

Analyst: LPETER58

Action Date: 01/10/2012

Action Time:  
10.56.15.125

Action Data: Yes

Comments ----- ARB RENDERED A DENIAL DECISION --- CASE CLOSED

**Data Element Name**

**Data Value**

ARBITRATOR NAME (LAST NAME, FIRST NAME)  
DENIAL DECISION (Y=YES, N=NO)  
VEHICLE PAYMENT  
VEHICLE REIMBURSEMENT  
ESP (Y=YES, N=NO)  
PLAN NAME  
PLAN TIME  
PLAN MILEAGE  
RAV (Y=YES, N=NO)  
RAV TYPE  
FURTHER REPAIR (Y=YES, N=NO)

JACKSON KENNETH  
Y

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG6AR [REDACTED] Year: 2010 Model: FUSION Case: 528782501  
 Name: [REDACTED] Owner Status: Original WSD: 2009-09-19  
 Symptom Desc: LIGHTING SYSTEM EXT. LIGHTING Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 11/02/2011

Action: TIER II ESCALATION - MULTIPLE REPAIR  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: US CONCERN CASE BASE  
 Odometer: 29871 MI Comm Type: PHONE  
 Analyst Name: DVORACHEK, BRUCE Analyst: EDVORACH  
 Action Date: 11/01/2011 Action Time: 11.28.49.495 Action Data: Yes

Comments CUSTOMER SAID: -CUST HAS CONTACTED CRC IS SEPT, REGARDING THE SAME ON GOING ISSUES WITH VEH-ONGOING ELECTRICAL ISSUES. BLINKERS (MAYBE BURNT OUT); BATTERY (HAD TO BE REPLACED); BOTH REAR TAIL LIGHTS (NOT WORKING AT ALL); PARKING ASSIST FEATURE (WORKING INTERMITENLY, VEH DISPLAYED CHECK PARK ASSIST)-SEAT BELT INDICATOR COMES ON EVEN WHEN THE SEAT BELT IS ENGAGED/USED; DLR SAID THEY COULDNT FIND ANYTHING WRONG WITH THIS-VEH BUCKS AND STOPS GOING WHILE DRIVING-WHILE ON HIGHWAY, THE VEH SLOWS DOWN AND STOPS RESULTING IN CUST NEEDING TO PULL OVER AND RESTART VEH; THIS SYMPTOM STARTED BACK IN SEPT. 2011-THIS HAPPENED 3 TIMES YESTERDAY, OCT.31, 2011 AND CUST BROUGHT VEH RIGHT BACK TO DLR-CUST HAS BEEN WORKING WITH S/M CHRIS ROBINSON-DLR MENTIONED A POSSIBLE WITH THE ELECTRICAL FUEL PUMP-DLR HAS NOT YET CALLED CUST IN REGARDS TO A DIAGNOSIS-CUST SAYS VEH MAY FALL INTO LEMON CATAGORY-CUST WANTING VEH FIXED ONCE AND FOR ALL-CUST BEST DAY PHONE: [REDACTED] 7:30 TO 4:30 DEALER SAID: FORD LINCOLN OF FRANKLIN 1129 MURFREESBORO RD, FRANKLIN TN 37064 (615) 794-4585 CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADVISED ABOVE-PROVIDED CASE #-CUST BEST DAY PHONE: [REDACTED] 7:30 TO 4:30

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: TIER ONE OPEN ISSUE  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: TIER ONE - MELBOURNE  
 Odometer: 29871 MI Comm Type: PHONE  
 Analyst Name: WINDERWEEDLE, TOM Analyst: TWINDERW  
 Action Date: 11/01/2011 Action Time: 15.31.11.803 Action Data: No

Comments -CUSTOMER'S CELL PHONE IS [REDACTED]-CUSTOMER HAS SPOKEN TO THE DLRSHIP AND ADVISED THEM THAT A CASE HAS BEEN OPENED-DLRSHIP HAS AGREED TO EXTEND HER RENTAL BY ONE DAY-CUSTOMER IS INTERESTED IN HAVING HER VEHICLE REPLACED BY FMC-CUSTOMER NO LONGER FEELS SAFE IN VEHICLE AND DOESN'T WANT HER CHILDREN IN THE VEHICLE ANYMORE-CUST WANTS TO KNOW WHAT THE TIME FRAME IS FOR HER TO BE CONTACTED=====ADVISED CUST PER HISTORICS OF 2 DAY CALL BACK EXPECTATION

Action: CREATE FOLLOW UP  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 29871 MI Comm Type: PHONE  
 Analyst Name: BAUTEL (ABAUTEL), ANDREW Analyst: ABAUTEL  
 Action Time:

Action Date: 11/02/2011

16.14.13.086

Action Data: Yes

Comments CSM ANDREW XT 77789 - OBC TO DEALER. ADVISED VEHICLE IS REPAIRED. HAS BEEN DRIVEN TO VERIFY CONCERNS HAVE BEEN RESOLVED. OBC TO CUSTOMER. ADVISED THAT REPAIRS HAVE BEEN MADE AND VEHICLE IS READY TO BE PICKED UP. ADVISED FORD WILL NOT HONOR THE REQUEST TO BUY THE VEHICLE BACK. EXPLAINED THAT AT THE CURRENT TIME, THE VEHICLE DOES NOT QUALIFY FOR THE STATES LL. OFFERED PREMIUM CARE ESP TO RESTORE CONFIDENCE. CUSTOMER ACCEPTED. AWAITING APPROVAL FROM RAV

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-07-2011
TIME OF FOLLOW UP (HH:MM)	17:00

Action: CONCERN ADDRESSED

Dealer: 06004 FORD LINCOLN OF FRANKLIN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 29871 MI

Comm Type: PHONE

Analyst Name: BAUTEL (BAUTEL).ANDREW

Analyst: ABAUTEL

Action Date: 11/03/2011

Action Time: 09.06.18.309

Action Data: Yes

Comments CSM ANDREW XT 77789 - OBC TO CUSTOMER. LVM ADVISING ESP HAS BEEN ADDED TO VEHICLE. CURRENT STATUS: APPROVED BY RAVHQCASE DETAILS:VIN: 3FAHP0JG6AR [REDACTED] REQUEST TYPE: ESPAFFILIATION: CUSTOMER RELATIONSHIP CENTER - CCSTPROCESSING DEALER: FORD LINCOLN OF FRANKLINREVIEWER: MATT ANTONICHCASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	A/Z
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG8AF [REDACTED] Year: 2010 Model: FUSION Case: 528782501  
Name: [REDACTED] Owner Status: Original WSD: 2009-09-19  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS  
Dealer: Origin Desc: US CONCERN CASE BASE  
Odometer: 1 MI Comm Type: PHONE  
Analyst Name: CLAYTON, COURTENAY Analyst: CCLAYT15  
Action Date: 11/02/2011 Action Time: 12:29:02.741 Action Data: No

Comments CUSTOMER SAID -CUSTOMER VERY IMPATIENT-CASE WAS ESCALATED YESTERDAY-CUSTOMER WANTS TO KNOW STATUS OF CASE—CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADVISED CUSTOMER THAT THE CASE WAS JUST ESCALATED YESTERDAY AND WE HAVE NOT HAD A CHANCE TO LOOK INTO THE ISSUE, THE CASE IS STILL OPEN AND BEING LOOKED AT. -PROVIDED CUSTOMER WITH CASE INFO

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All Action Details for Issue

Print

VIN: 3FAHP0JG6AR [REDACTED] Year: 2010 Model: FUSION Case: 528782501  
Name: [REDACTED] Owner Status: Original WSD: 2009-09-19  
Symptom Desc: RESTRAINT'S FRONT BELT- MANUAL INDICATOR Primary Phone: [REDACTED]  
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS  
Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: US CONCERN CASE BASE  
Odometer: 29871 MI Comm Type: PHONE  
Analyst Name: DVORACHEK, BRUCE Analyst: BDVORACH  
Action Date: 11/01/2011 Action Time: 11.32.41.337 Action Data: No

Comments CUSTOMER SAID: -CUST HAS CONTACTED CRC IS SEPT, REGARDING THE SAME ON GOING ISSUES WITH VEH-ONGOING ELECTRICAL ISSUES: BLINKERS (MAYBE BURNT OUT); BATTERY (HAD TO BE REPLACED); BOTH REAR TAIL LIGHTS (NOT WORKING AT ALL); PARKING ASSIST FEATURE (WORKING INTERMITENTLY, VEH DISPLAYED CHECK PARK ASSIST)-SEAT BELT INDICATOR COMES ON EVEN WHEN THE SEAT BELT IS ENGAGED/USED; DLR SAID THEY COULDNT FIND ANYTHING WRONG WITH THIS-VEH BUCKS AND STOPS GOING WHILE DRIVING-WHILE ON HIGHWAY, THE VEH SLOWS DOWN AND STOPS RESULTING IN CUST NEEDING TO PULL OVER AND RESTART VEH; THIS SYMPTOM STARTED BACK IN SEPT. 2011-THIS HAPPENED 3 TIMES YESTERDAY, OCT.31, 2011 AND CUST BROUGHT VEH RIGHT BACK TO DLR-CUST HAS BEEN WORKING WITH S/M CHRIS ROBINSON-DLR MENTIONED A POSSIBLE WITH THE ELECTRICAL FUEL PUMP-DLR HAS NOT YET CALLED CUST IN REGARDS TO A DIAGNOSIS-CUST SAYS VEH MAY FALL INTO LEMON CATAGORY-CUST WANTING VEH FIXED ONCE AND FOR ALL-CUST BEST DAY PHONE: [REDACTED] 7:30 TO 4:30DEALER SAID: FORD LINCOLN OF FRANKLIN1129 MURFREESBORO RD FRANKLIN TN 37064(615) 794-4585CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADVISED ABOVE-PROVIDED CASE #-CUST BEST DAY PHONE: [REDACTED] 7:30 TO 4:30

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG6AR [REDACTED] Year: 2010 Model: FUSION Case: 52E7RQ501  
Name: [REDACTED] Owner Status: Original WSD: 2009-09-19  
Symptom Desc: STALLS/QUITS 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:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS  
Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: US CONCERN CASE BASE  
Odometer: 29871 MI Comm Type: PHONE  
Analyst Name: DVORACHEK, BRUCE Analyst: BDVORACH  
Action Date: 11/01/2011 Action Time: 11.31.24.812 Action Data: No

Comments CUSTOMER SAID: -CUST HAS CONTACTED CRC IS SEPT. REGARDING THE SAME ON GOING ISSUES WITH VEH-ONGOING ELECTRICAL ISSUES: BLINKERS (MAYBE BURNT OUT), BATTERY (HAD TO BE REPLACED); BOTH REAR TAIL LIGHTS (NOT WORKING AT ALL); PARKING ASSIST FEATURE (WORKING INTERMITENLY. VEH DISPLAYED CHECK PARK ASSIST)-SEAT BELT INDICATOR COMES ON EVEN WHEN THE SEAT BELT IS ENGAGED/USED. DLR SAID THEY COULDN'T FIND ANYTHING WRONG WITH THIS-VEH BUCKS AND STOPS GOING WHILE DRIVING-WHILE ON HIGHWAY, THE VEH SLOWS DOWN AND STOPS RESULTING IN CUST NEEDING TO PULL OVER AND RESTART VEH; THIS SYMPTOM STARTED BACK IN SEPT. 2011-THIS HAPPENED 3 TIMES YESTERDAY OCT 31, 2011 AND CUST BROUGHT VEH RIGHT BACK TO DLR-CUST HAS BEEN WORKING WITH S/M CHRIS ROBINSON-DLR MENTIONED A POSSIBLE WITH THE ELECTRICAL FUEL PUMP-DLR HAS NOT YET CALLED CUST IN REGARDS TO A DIAGNOSIS-CUST SAYS VEH MAY FALL INTO LEMON CATAGORY-CUST WANTING VEH FIXED ONCE AND FOR ALL-CUST BEST DAY PHONE: [REDACTED] 7:30 TO 4:30 DEALER SAID: FORD LINCOLN OF FRANKLIN [REDACTED] D.FRANKLIN TN [REDACTED] USED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADVISED ABOVE-PROVIDED CASE #-CUST BEST DAY PHONE: [REDACTED] 7:30 TO 4:30

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All Action Details for Issue

[Print](#)

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VIN: 3FAHP0JG6AR [REDACTED]	Year: 2010	Model: FUSION	Case: 528782501
Name: [REDACTED]	Owner Status: Original	WSD: 2009-09-19	
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone: [REDACTED]	
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

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Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT		
Dealer:		Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 1 MI	Comm Type: MAIL	
Analyst Name:	Analyst: SYSTEM	
Action Date: 09/24/2011	Action Time: 05:00:18.993	Action Data: No

Comments REIMBURSEMENT PAID

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG6AR [REDACTED] Year: 2010 Model: FUSION Case: 528782901  
 Name: [REDACTED] Owner Status: Original WSD: 2009-09-19  
 Symptom Desc: START/CHARGE STARTING SYSTEM Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 09/08/2011

Action: TIER II ESCALATION - UNABLE TO DUPLICATE  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: US CONCERN CASE BASE  
 Odometer: 27800 MI Comm Type: INBOUND CUSTOMER EMAIL  
 Analyst Name: TOLENTINO, MARY JANE Analyst: MTOLENT5  
 Action Date: 09/07/2011 Action Time: 16.35.49.023 Action Data: Yes

Comments CUSTOMER SAID: THREAD ID: 1-5Y70PO-HAVE BEEN HAVING ELECTRICAL ISSUES WITH VEH SINCE PURCHASE-FIRST, IT WAS THE A/C NOT WORKING WHEN THE GPS WAS PLUGGED IN, THEN THE TAIL LIGHTS, THEN SEAT BELT INDICATOR GOING OFF WHEN SEAT BELTS WERE LATCHED-BATTERY WENT DEAD THEN DLR SHP RECHARGED-THEY CHECKED REAR PARKING ASSIST INDICATOR, THEN BATTERY GOING DEAD AGAIN DLR SAYS THAT THE BATTERY JUST NEEDED TO BE REPLACED-SPENT MORE TIME AT THE DLR SHP THAN SHE HAS WITH ANY OTHER CAR-HAVE TWO SMALL CHILDREN AND LOSING CONFIDENCE IN THIS VEH-BOUGHT A FORD B/C SHE IS CURRENTLY EMPLOYED WITH FORD CREDIT AND FELT SHE COULD GET A BRAND NEW RELIABLE VEH FROM FORD-ASKING TO TELL HER WHAT SHE CAN DO TO AVOID ISSUES IN THE FUTURE IF INDEED IT IS AN ELECTRICAL ISSUE\*\*\*\*\*FORD LINCOLN OF FRANKLIN 1129 MURFREESBORO RD FRANKLIN TN [REDACTED] ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE\*\*\* (MODIFIED) SENT ABOVE PHRASEOLOGY AND DOCUMENTED BELOW OBC DETAILS\*\*\*\*\*UPDATED CUST PROFILE\*\*\*-OBC TO DLR-SPOKE WITH SM CHRIS ROBINSON-CUST COMPLAINT THAT VEH WON'T START-UNABLE TO DUPLICATE CASE-LOW BATTERY/VOLTAGE CONDITION-SEATBELT ISSUE-CUST WENT TO DLR FOR THE SAID ISSUES LAST 9/6/2011 AND AUGUST 2011

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 06004 FORD LINCOLN OF FRANKLIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 27800 MI Comm Type: OTHER  
 Analyst Name: VATTER (RVATTER), RICHARD Analyst: RVATTER  
 Action Date: 09/08/2011 Action Time: 09.08.59.287 Action Data: No

Comments CSM RICHIE X7724 =INITIAL =LTV A/Z =ESP NONE FROM FORD =OASIS NO RELATED RECALLS AT THIS TIME / NO RELATED TSB'S AT THIS TIME =AWS ON 09-13-2010 @ 15706 MILES CUST STATES INSIDE TRUNK SEAL LOOSE / ON 09-13-2010 @ 15706 MILES CUST STATES HEADLINER COMING APART / ON 09-13-2010 @ 15706 MILES DLR PERFORMED 10B15 / ON 10-28-2010 @ 17256 MILES CUST STATES LEFT OUTSIDE MIRROR COVER FALLING OFF / ON 05-26-2011 @ 25671 MILES CUST STATES RIGHT TAILLAMP BULB BURNT OUT =HOTLINE HQ REPORTS ON FILE AT THIS TIME.

Action: CREATE FOLLOW UP

Dealer: 06004 FORD LINCOLN OF FRANKLIN

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 27800 MI

Comm Type: PHONE

Analyst Name: VATTER  
(RVATTER), RICHARD

Analyst: RVATTER

Action Date: 09/08/2011

Action Time:  
1245.41.791

Action Data: Yes

Comments CSM RICHIE X7724 =OBC TO CUST [REDACTED] =CUST ADVISED THAT 2 1/2 WEEKS AGO CAME IN FOR BATTERY DEAD AND THE DLR CHARGED BATTERY THEN ON 09/06 VEHICLE WOULD NOT START AND DLR REPLACED THE BATTERY CUST ADVISED THAT WHILE THE BATTERY WAS LOW THE REAR PARK ASSIST "ACTED UP AND THE SEATBELT WARNING LIGHT CAME ON" AND THE DLR ADVISED IT WAS BECASUE OF THE LOW BATTERY CONDITION =CSM ASKED CUST DID THE DLR PERFORM A DRAW TEST ON THE VEHICLE OR STATE THEY PERFORMED THAT TEST AND CUST ADVISED NO THEY DID NOT =CSM ADVISED I WILL CONTACT DLR AND SPEAK TO THE S/M CHRIS ROBINSON AND SEE IF DLR DID DO THE TEST, IF NOT WE WILL SET SERV APPT FOR TH VEHICLE TO HAVE THAT TEST DONE. =CSM ADVISED WILL SPEAK TO CUST TOMORROW 09/09.

Data Element Name

Data Value

DATE OF FOLLOW UP

09-09-2011

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CONCERN RESOLVED

Dealer: 06004 FORD LINCOLN OF FRANKLIN

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 27800 MI

Comm Type: PHONE

Analyst Name: VATTER  
(RVATTER), RICHARD

Analyst: RVATTER

Action Date: 09/09/2011

Action Time:  
17.20.15.863

Action Data: Yes

Comments CSM RICHIE X7724 =OBC TO CUS [REDACTED] =CSM ADVISED THAT AT THIS TIME BASED ON THE INFO, YES THE SEAT BELT INDECATOR COULD LIGHT EVEN WITH THE SEAT BELT CONNECTED AND THE REAR PARK ASSIST SYSTEM COULD GIVE FALSE READINGS DURING A LOW BATTERY CONCERN, AND THAT AT THIS TIME WE FEEL THE REPAIRS TO THE VEHICLE ARE SUCSESFUL AND IF THERE ARE ANY ADD'L CONCERNS PLEASE FEEL FREE TO CONTACT CRC AT THAT TIME.

Data Element Name

Data Value

CUSTOMER'S LTV SCORE

A/Z

PARTS ESCALATION USED? (Y/N)

N

TECH ASSIST (FSE INVOLVED) USED? (Y/N)

N

TECH HOTLINE CONSULTED? (Y/N)

N

ESP USED? (Y/N)

N

SCP USED? (Y/N)

N

X-PLAN USED? (Y/N)

N

CLP FINANCIAL ASSIST PROVIDED? (Y/N)

N

-ESTIMATED REPAIR COST(@WARR RATES) (\$)

-CUSTOMER'S SHARE OF REPAIR COST (\$)

-DEALER'S SHARE OF REPAIR COST-P18 (\$)

-DEALER'S SHARE OF REPAIR COST-OTHER(\$)

-FORD'S SHARE OF REPAIR COST-P11 (\$)

CLP FINANCIAL ASSIST DENIED? (Y/N)

N

NONE OF THE ABOVE (Y/N)

Y

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All Action Details for Issue

[Print](#)

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VIN: 3FAHP0JG6AR [REDACTED] Year: 2010 Model: FUSION Case: 528782501  
Name: [REDACTED] Owner Status: Original WSD: 2009-09-19  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

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Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER  
Dealer: Origin Desc: MANUAL - PHONE CSR  
Odometer: 27800 MI Comm Type: PHONE  
Analyst Name: TOLENTINO, MARY JANE Analyst: MTOLENT5  
Action Date: 09/07/2011 Action Time: 14.41 15.987 Action Data: No

Comments CUSTOMER PROFILE UPDATE

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Server: AWS Prod  
 Claims loaded through: 19-MAR-2012

# Vehicle Information Report

## GENERAL VEHICLE INFORMATION: (Related Claims) (QLS Concerns)

VIN: JF4HP0GG6A8  
 Model Year: 2010  
 Vehicle Type: C  
 Inv. Dealer: F  
 Vehicle Status Code: 800  
 Market Deriver: F - FORD

Vehicle Line WERS: C/D/E - FUSION/MILAN/NUKZ (ZEPHYR) (06-12)  
 Vehicle Line AWS: DE - FUSION  
 Vehicle Line Global: DE - FUSION (LESS HYBRID) (NA-HPAP)  
 Drive Code: C/A - 2 WHL L/H FRONT DRIVE  
 Body Cab Style: C/FA - 4 DOOR SEDAN-4 LITE  
 Version/Serial: \*- (N/A)

Engine: C/SG - 3.0L 4V OHC V6 DURATEC 230HP  
 Global Engine: E0916 - DURATEC GAS V6 FWD - CP2  
 Engine Plant: EN09 - CLEVELAND K RF  
 Transmission: C/W6 - 6 SPD AUTO TRANS 6F MID-RANGE  
 Global Trans: A1105 - AT- 5F35 - VDP  
 Trans Plant: A111 - AT-VAN DYKE

## BUILD INFORMATION:

Region Built: NA - NORTH AMERICA  
 Country Built: MEX - MEXICO  
 Assembly Plant: A3 - HERMOSILLO PLANT BUILD  
 Production Date: 01-AUG-2009  
 Vehicle Load Date: 14-AUG-2009

## SALE INFORMATION:

Region Sold: NA - NORTH AMERICA  
 Country Sold: USA - UNITED STATES  
 Vehicle Count Flag: Y  
 Selling Dealer St/Prov: TN  
 Selling Dealer Code: FORD LINCOLN OF FRANKLIN (123098 - \*)

## VOC:

POJAP1948019 A F 2 252504 NP 0 0W 4 70C LAU 3BP 5HQ 3210015 2 UF PY 0 003246 5 5 30 LA 99VAL

## EOC:

## INSTALLED OPTION INFORMATION:

Air Conditioning: C/G - DUAL ZONE AUTO TEMP CONTROL AC  
 Alternator Amp Rating: \*  
 Audio Disk: \* (N/A)  
 Axle Ratio: EGAA9 - 1.208 FINAL DRIVE RATIO  
 Axle Type: \* (N/A)  
 Battery Amp Rating: \* (N/A)  
 Brake Code: \* (N/A)  
 Calibration Code: ABE170/A  
 Color/Accent: \* (N/A)

Color(Trim): 000DW - CHARCOAL BLACK  
 Delivery Type: A  
 Driveshaft Code: \*  
 Front Seat: C/B - SEAT-INDIVIDUAL-LIB DRV/PASS  
 Fuel Type: AK - FLEX FUEL ETHANOL  
 Fuel Type Engine: G - Gas  
 GVW Class Code: H  
 Instrumentation: \* (N/A)  
 Mirror(Driver Side): DA - DRY PWR/HT/CK MIR W/ MIDDLE LMP  
 Mirror(Pass Side): DA - PASS PWR HEATED-CK/PUID LMP

Next Engine Serial #: 709906795054  
 Paint: PNJKD - STERLING GRAY METALLIC  
 Power Antenna: \* (N/A)  
 Radio: PB - AM/FM STMP/16 DISC CD PLAYER  
 Sound System: AT - BRANDED AUDIO SOUND SYSTEM  
 Tire Manufacturer: AG - GOOD YEAR  
 Tire Brand: RRAWER - \*  
 Tire Size: DJJDF - P225/45R18  
 Traction Control: \* (N/A)

## TRACEABILITY INFORMATION



ACCEPTANCE OR REJECTION OF DECISION

Date: 01/09/12

Case Number: FRD1133064

Customer: [REDACTED]

State: TN

Business: Ford Motor Company

Mfr-Info: 6700 TN 3FAHP0JG6AR [REDACTED]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

**Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at [REDACTED]. We suggest you call your case specialist to confirm receipt.**

Please check one of the following.

\_\_\_\_\_ I ACCEPT THE ARBITRATION DECISION. I understand this means:

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

\_\_\_\_\_ I REJECT THE ARBITRATION DECISION. I understand this means:

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

Signature(s) of Titled Owner(s): \_\_\_\_\_

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





## BBB AUTO LINE

January 9, 2012

[REDACTED]  
FORD MOTOR COMPANY

MELBOURNE FL [REDACTED]

Re: FRD1133064 [REDACTED] vs Ford Motor Corporation 3FAHP0JG6AR [REDACTED]

Dear Madam/Sir:

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

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

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

Sincerely,

Donna Patterson at Extension 506

[REDACTED]



## Denial Decision

Submitted Date: 01/06/12

FRD1133064

VIN: 3FAHP0JG6AR [REDACTED]

Customer: [REDACTED] - Hearing Date: 01/06/12

Arbitrator: Kenneth M. Jackson

### Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied.

Denied

CASE: FRD1133064

Arbitrator: Kenneth M. Jackson

Customer: [REDACTED]

Date: 01/06/12





# Lemon Law Reasons for Decision

Submitted Date: 01/06/12

FRD1133064

VIN: 3FAHP0JG6AR [REDACTED]

Customer: [REDACTED] - Hearing Date: 01/06/12

Arbitrator: Kenneth M. Jackson

## - Fact Sheet Section -

### Fact Sheet Question 1

For each problem (current and past) listed on the *Agreement to Arbitrate*, indicate the following information. List briefly the relevant evidence in support of each of your conclusions (i.e., repair order numbers, dates, testimony, inspection and/or test drives, technical expert reports, etc.).

#### a Problem (as listed on *Agreement to Arbitrate*):

1 Climate Control System

1 Brakes

2 Body/Trim

4 Recall

5 Towing

6 Electrical

#### b Exists Now? (Please Explain)

1 No

2 No

3 No

4 No

5 No

6 No

#### c Number of Repair Attempts

1 None. Brakes were checked regularly as part of normal service visits.

2 1

3 1

4 0

5 0

6 3

**d. Number of Days Out of Service:**

1 0

2 3

3 3 (inclusive of body/trim issue)

4 1

5 0

6 4

**- Reasoning Section -**

**Question 1**

For each problem listed on the Fact Sheet, please explain whether or not you believe the problem was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty. Please explain how you reached your conclusion.

The electrical problem on 2 repair attempts was battery failure, and on the third was a throttle problem. Only the second problem was caused by a defect covered by the warranty. The body/trim issues were resolved by repairs. The A/C problem was not found. No evidence was presented regarding the towing. The recall was voluntary by manufacturer to improve software, and is not a defect.

**Question 2**

For each problem you decided was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty, please explain whether or not you believe this problem is a substantial impairment of the use, value or safety of the vehicle.

The battery and throttle problems were repaired, do not currently exist, and do not constitute substantial impairments. The headliner and trunk seal and broken taillight problems relating to body/trim on the Agreement to Arbitrate were repaired, do not presently exist, and are not a substantial impairment. There is no evidence of A/C problems. Normal checking of brakes on service visits does not constitute a defect.

**Question 3**

Please address the following aspects of your state's lemon law below:

- a. During the applicable time period specified by this state's lemon law, the vehicle has been out of service by reason of repair to vehicle problems for a cumulative total of how many days?

20

- b. Has the standard for a reasonable number of repair attempts under this state's lemon law been met? (Yes or No)

No

- c. Please explain how you reached this conclusion.

No nonconformity was subject to repairs three or more times and no nonconformity continues to exist.

- d. Is this consumer entitled to a repurchase or replacement under all other provisions of this state's lemon law [i.e., eligible consumer, eligible vehicle, applicable time frames (if any), notice provisions (if any), reasonable number of repair attempts, etc.]? Please explain how you reached this conclusion.

No. There is no basis either in number of repair attempts or in days out of service that would suggest the need for repurchase or replacement. In fact, some of the days out of service related to normal maintenance and 9 days

were required for a problem with the outside mirror and repainting that were not included on the agreement to arbitrate.

**Question 4**

State your decision (i.e. Repurchase, Replacement, Interim Repair, Denial) and explain why it is appropriate.

NA

**Question 5**

If awarding a repurchase or replacement:

- a Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.

N/A

- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.

N/A. Exterior damage was noted on the inspection report.

- c If you've decided not to award all collateral or incidental charges that were requested on the Agreement to Arbitrate, please indicate your reason for doing so.

N/A

[REDACTED]

Customer: [REDACTED]

Date: 01/06/12



## BBB AUTO LINE

**NOTICE OF INSPECTION/TEST DRIVE ONLY**  
**ALL TESTIMONY SUBMITTED IN WRITING ONLY**  
**NO ORAL ARGUMENTS WILL BE PRESENTED**

Date: 12/21/11

Case Number: FRD1133064

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr Info: 6700 TN 3FAHP0JG6AR [REDACTED]

Arbitrators: Mr. Kenneth M. Jackson

Inspection Date, Time, Place: 01/06/12 9am CST  
BBB of Middle Tennessee  
201 Fourth Ave. North, Ste. 100  
Nashville, TN372190000

Hearing Site Phone: [REDACTED]

AUTOLINE Director Phone: [REDACTED]

### INSTRUCTIONS

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





## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1133064

---

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

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

#### Arbitrator Information

**Arbitrator's Name:** Kenneth Jackson

**Arbitrator's Occupation:**  
mediator, arbitrator, law

**Arbitrator's Biography:**

Most of Ken Jackson's legal career was spent as in-house counsel for technology companies, and some of his private practice also involved technical questions. He is an experienced arbitrator (AAA, FINRA, and BBB) and mediator who has over 350 hours of training in these fields and has lectured and written on these subjects. He has completed BBB training and refresher training.

[REDACTED]

---







## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: FRD1133064

---

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

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**Arbitrator's Name:** Kenneth Jackson

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mediator, arbitrator, law

**Arbitrator's Biography:**

Most of Ken Jackson's legal career was spent as in-house counsel for technology companies, and some of his private practice also involved technical questions. He is an experienced arbitrator (AAA, FINRA, and BBB) and mediator who has over 350 hours of training in these fields and has lectured and written on these subjects. He has completed BBB training and refresher training.

[REDACTED]

---



## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: FRD1133064

---

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

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

#### Arbitrator Information

**Arbitrator's Name:** Kenneth Jackson

**Arbitrator's Occupation:**  
mediator, arbitrator, law

**Arbitrator's Biography:**

Most of Ken Jackson's legal career was spent as in-house counsel for technology companies, and some of his private practice also involved technical questions. He is an experienced arbitrator (AAA, FINRA, and BBB) and mediator who has over 350 hours of training in these fields and has lectured and written on these subjects. He has completed BBB training and refresher training.



**BBB AUTO LINE**

December 20, 2011

[REDACTED]  
FORD MOTOR COMPANY  
[REDACTED]  
MELBOURNE FL [REDACTED]

Re: FRD1133064 [REDACTED] vs Ford Motor Corporation 3FAHP0JG6AR [REDACTED]

Dear Madam/Sir:

Enclosed are:

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

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

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

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

Sincerely,

Donna Patterson at Extension 506

[REDACTED]



## BBB AUTO LINE

**NOTICE OF INSPECTION/TEST DRIVE ONLY**  
**ALL TESTIMONY SUBMITTED IN WRITING ONLY**  
**NO ORAL ARGUMENTS WILL BE PRESENTED**

Date: 12/20/11

Case Number: FRD1133064

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr Info: 6700 TN 3FAHP0JG6AR [REDACTED]

Arbitrators: [REDACTED]

Inspection Date, Time, Place: 01/16/12 9am CST  
[REDACTED]  
Nashville, TN  
[REDACTED]

Hearing Site Phone: [REDACTED]

AUTOLINE Director Phone: [REDACTED]

### INSTRUCTIONS

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

[REDACTED]





## BBB AUTO LINE

December 19, 2011

[REDACTED]  
MELBOURNE FL [REDACTED]

Re: FRD1133064 [REDACTED] vs Ford Motor Corporation 3FAHP0JG6AR [REDACTED]

Dear Madam/Sir:

Enclosed is the consumer's written position. You have the opportunity to comment on the written position before it is forwarded to the arbitrator. Please read the enclosed and forward your comments to us so that we receive them **within four days** from the date of this letter.

After this time period both parties' initial positions and any comments received will be forwarded to the arbitrator for a decision to be rendered in this case. Only those responses submitted on time will be forwarded to the arbitrator.

Please fax your comments to [REDACTED]. If you have any questions, please contact me [REDACTED].

Sincerely,

Donna Patterson at Extension 506

*Council of Better Business Bureaus, Inc.*

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



**MANUFACTURER RESPONSE FORM**

Will participate - In Writing  By Phone

**Case Number:** FRD1133064 / 528782501

**Customer Name:** [REDACTED] c/o Krohn & Moss

**State:** Tennessee

**VIN:** 3FAHP0JG6AR [REDACTED]

**Warranty Start Date:** 09-19-09

**Vehicle year/model:** 2010 Ford Fusion

**Current mileage:** 29,750

Purchased:  New  Used  Leased

This claim is:  IN BTB Warranty  IN Diesel Warranty  IN Powertrain Warranty  Out of All Warranties

Extended Service Plan:  NO  YES -- PremiumCare for five years or 75,000 miles, whichever comes first, with a \$100.00 deductible.

**SETTLEMENT INFORMATION**

Ford did not present a settlement offer to the customer or their attorney.

**Please indicate the customer's response below:**

- The customer rejected the offer on
- The customer has not indicated a response to the offer.

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

- Electrical
- Brakes
- Body/Trim
- Climate Control System
- Recall
- Towing

**MANUFACTURER'S POSITION:**

The customer and his Attorney are requesting a documents only hearing, and the attorney appears to be seeking remedies through Tennessee Lemon Law, Magnuson Moss Federal Trade Commission Warranty Improvement Act, and the Uniform Commercial Code. For the purposes of this process, the Tennessee Lemon Law will be utilized. Also, for the purposes of this process, an Arbitrator cannot award attorney fees, or treble damages. Most customers choose this process to represent themselves, but if they do chose to be represented by an attorney, it is at their own expense, and they cannot be reimbursed for those fees.

On page two of the Attorney's position they quote four court cases. These cases are not related to this case, nor do they describe the complete cases history or proceedings, therefore they are irrelevant. The Attorney also states that Ford is in breach of both written and implied warranties. This is also baseless, Ford has applied due diligence in both diagnosing and repairing any *verified or duplicated warranty* concern, and has covered any and all cost relating to any *warranty* repair.

Tennessee Lemon Law is very specific regarding the provisions of the Lemon Law. Under the section of *Problems Covered*, it defines what a substantial impairment is; it means that a vehicle must be unreliable or unsafe for normal operation, or that the vehicle resale value has been diminished. This is not the case; the vehicle is operating as designed, and free of any current non-conformity, and has been since the last visit dated 11-12-11, where the dealer replaced a tail lamp bulb. In fact, as soon as any vehicle is driven off the dealer's lot there is depreciation, this is due to environmental conditions, wear and tear, or use of the vehicle. The accruing miles on [REDACTED] vehicle show that she has use of the vehicle, and has since she purchased it.

In order to meet the *Term of Protection* prong of the Lemon Law, it states that within a period of one year, or the terms of the applicable express warranty, whichever comes first, in order for a manufacturer to repurchase or replace a vehicle, all the other prongs must be met within that time frame in order for a manufacturer to repurchase or replace a vehicle. *The one year period was reached first on 09-19-10.*

Ford has complied with the next prong regarding the *Manufacturer's Duty to Repair*, per the invoices, for any verifiable warranty concern. Ford has honored their commitment to the New Vehicle Limited Warranty. Also, Ford has met the next prong, which is regarding the *Manufacturer's Duty to Repurchase or Replace a Vehicle*; basically if Ford could not repair the vehicle within a *reasonable number of repair attempts*, then the manufacturer must repurchase or replace the vehicle. Per the above mentioned invoices, this vehicle does not meet that requirement.

Under a *Reasonable Number of Repair Attempts*, the same non-conformity must be subject to repair three or more times, and *continues to exist*; or the vehicle is out of service for 30 or more cumulative calendar days during the *Term of Protection*. [REDACTED] vehicle does not meet that prong for either repair attempts, or days out of service, (please see below for proof of this statement).

Regarding providing the manufacturer with the *Opportunity to Repair*, [REDACTED] has not provided written notification, by certified mail, directly to the manufacturer for the need to correct or repair an alleged non-conformity.

*\*\*\* Ford notes, scheduled maintenance is the customer's responsibility, and not related to the New Vehicle Limited Warranty. Maintenance is suggested to assure the longevity and life of the major components of the vehicle. It appears that [REDACTED] has been diligent in adhering to the maintenance of the vehicle. The attorney has listed scheduled maintenance on their "Description of*



*Problem/Repair, which is why Ford addressed who is responsible for scheduled maintenance, and to stress that scheduled maintenance is not a factory product defect.*

The history on the vehicle is as follows per the Agreement to Arbitrate (ATA):

*Within the one year Term of Protection period for warrantable repairs*

- 08-19-10 – Ford Lincoln of Franklin – 14,753 miles – Headliner in the rear is falling down; *the dealer ordered the part, (SOP). A/C will quit working when plugging GPS into power outlet, the dealer states that they will diagnose when the vehicle returns for headliner installation. One day out of service.*
- 09-13-11 - Ford Lincoln of Franklin – 15,706 miles – The dealer replaced the headliner, and could not verify or duplicate a concern with the A/C not working, as mentioned above. Also, on this day, the customer mentioned that the left tail lamp is cracked from the previous visit, (allegedly it occurred at the dealership), regardless, the dealer ordered the part. Lastly the customer states that the inside trunk seal is loose at rear back glass; the dealer secured the trunk seal. *Three days out of service.*

*\*\*\* There were not three or more repairs within the specified times, for the same non-conformity, actually there is only one. The part was ordered, and the customer returned at a later date, not that there were two separate visits for the same concern that was addressed by the dealer the 1<sup>st</sup> time. Also, there were not 30 or more days out of service, the days out of service calculate to four days.*

*Out of the one year Term of Protection period for warrantable repairs*

- 10-23-10 - Ford Lincoln of Franklin – 17,124 miles – The dealer replaced the left tail lamp assembly. Outside mirror cover keeps falling off, the dealer ordered the part, and it was replaced on 10-29-10. *The total days out of service calculate to nine days, including time to refinish, (paint) the cover.*
- 04-04-11 - Ford Lincoln of Franklin – 24,162 miles – The dealer replaced the right front blinker bulb. *One day out of service.*
- 05-26-11 - Ford Lincoln of Franklin – 25,671 miles – Right tail lamp bulb was replaced. A/C will quit working when plugging GPS into power outlet; the dealer could not verify or duplicate that concern. *One day out of service.*
- 08-04-11 - Ford Lincoln of Franklin – 27,181 miles – Vehicle will not crank or start, the dealer charged the battery. *One day out of service.*
- 09-06-11 - Ford Lincoln of Franklin – 27,923 miles – Vehicle will not crank or start; the dealer replaced the battery. *The other listed concerns that day, seat belt light, and the rear parking assist were related to the battery. One day out of service.*
- 10-31-11 - Ford Lincoln of Franklin – 29,233 miles – Wrench light is on and the vehicle has loss of power. The dealer replaced the throttle body. *Two days out of service.*
- 11-12-11 - Ford Lincoln of Franklin – 29,413 miles – Left tail lamp signal bulb is out, the dealer

replaced the bulb. *One day out of service.*

Ford would like to explain the following for when the Arbitrator reviews the invoices. [REDACTED] has a non-Ford "Road Assist" extended service plan. The dealerships are independently owned and operated, although they do sell Ford extended plans, they also sell other company plans. You will see on the invoices dated 08-06-10, 8-31-10, 05-26-11, and 06-24-11 regarding the tires, those are not covered under Ford's warranty, as Ford only covers tires for a factory product defect for 12 months, or 12,000 miles, whichever comes first, or it is a workmanship issue by the dealer, not a factory defect. The name of the ESP Company is JM&A [REDACTED] paid for the front wiper blades and the air filter, per her request on 08-04-11, as those are maintenance items.

Regarding the brakes there has never been a brake concern, the attorney is referencing when the dealership performed a multipoint inspection, which is done on each visit to the dealer.

The dealer performed a *Customer Satisfaction Program*, 10B15 dated 09-13-10, which has since expired. The program involved updating the software in the transmission control module, it was not a mandated program, and it was voluntary by Ford. Ford notes, recalls are administered by either the manufacturer or The (NHTSA) National Highway Traffic Safety Administration. This means that the program services are performed as a preventative measure, due to either an improvement or an update to a particular component, which will benefit the consumer. Most programs in some instances are mandated more as a strict emission regulations demand. Ford does not consider those programs as *repairs*, unless the concern was present prior to the consumer receiving the program letter. Ms. [REDACTED] has never stated she ever had a transmission concern, nor did she state a concern on the day she went to the dealer.

In conclusion, there has never been a substantial non-conformity that ever impaired the use, value or safety of the vehicle. According to the Tennessee Lemon law, under *Problems Covered*, in order for there to be a substantial impairment the vehicle must be rendered unreliable or unsafe for normal operation. [REDACTED] vehicle does not meet the Tennessee Lemon Law for a repurchase or replacement vehicle, as there have not been three or more *repairs* for the same non-conformity where a concern continues to exist. Nor, does the vehicle meet the Tennessee Program Summary; there have not been four or more repairs, for the same non-conformity, that continues to exist. According to both the Tennessee Lemon Law, and the Tennessee Program Summary, there have not been 30 or more days out of service, the days out of service calculate to 20 days. Due to the above information, Ford is respectfully asking the Arbitrator to deny the customer's request for a repurchase or replacement vehicle, as it is not warranted.



**WARRANTY HISTORY**

Includes the above mentioned dates of 09-13-11 - 10-29-10 - 05-26-11 - 09-06-11 - 10-31-11 - and 11-12-11.

**Documentation Provided:**

- Technical Service Bulletins / Special Service Memos
- Customer Satisfaction Programs
- Dealer Report
- Ford Field Service Engineer (FSE) Inspection Report
- Other;

List amount of any over allowance /negative equity:

To: Donna Patterson

BBB AUTO LINE

Completed by: Linda Peterson Date: 12-15-11



## Location of Better Business Bureau

SunTrust Bank Building

Name of Building (if any)

Bureau Address and City



## DIRECTIONS

### FROM I-40

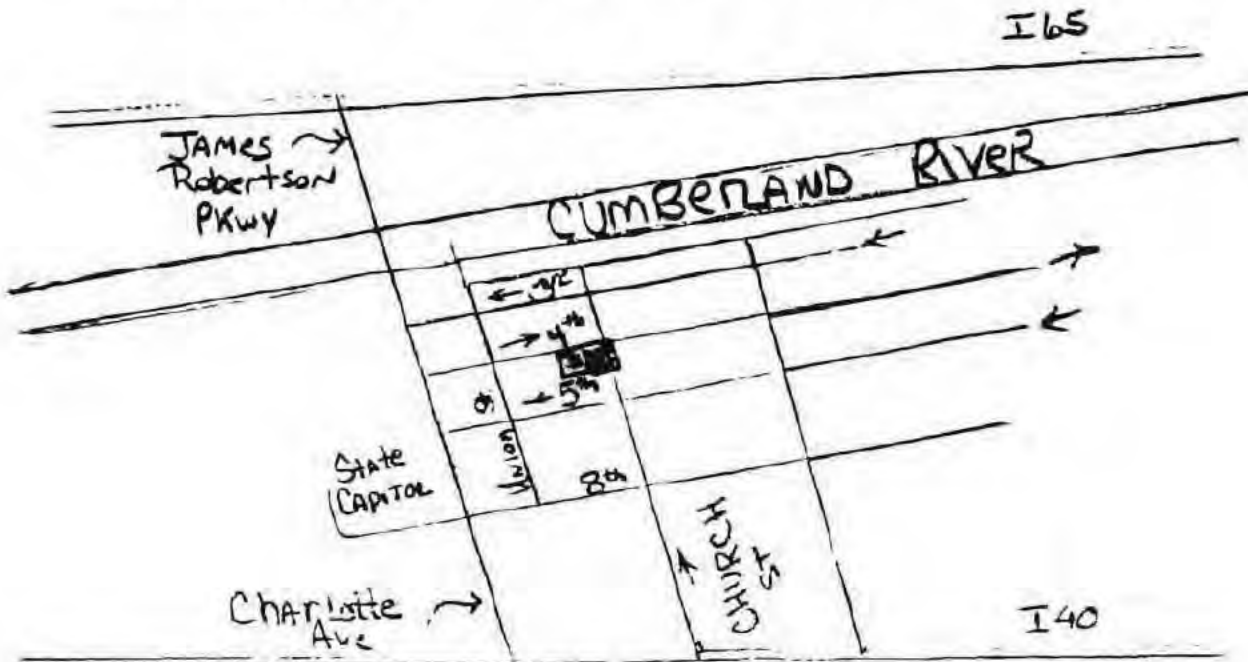
Exit CHURCH STREET-North bound to 4<sup>th</sup> and Church St.

### FROM I-65

Exit JAMES ROBERTSON PKWY - Left on 4<sup>th</sup> St. to Church St

The BBB is located at 201 4<sup>th</sup> Ave in the SUNTRUST BANK BUILDING lobby.  
201 is on the corner of 4<sup>th</sup> Street and Church St.

There are several parking lots surrounding the BBB office, including lower garage parking at 201 4<sup>th</sup>



**BBB AUTO LINE  
Customer Claim Form**

Case number: [REDACTED]  
Contact Date: 11/30/11  
Start Date: 12/02/11

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

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED] C/O [REDACTED]		
Mailing address: [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax: [REDACTED]	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2010	Current mileage: 29750
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: same, , TN			
Primary Servicing dealer/city/state: ALEXANDER FORD-MERCURY, INC.,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 09/19/09		Mileage at purchase/lease:	
First repair attempt date: 03/13/10		First repair attempt mileage: 7192	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no			Date of accident: 03/29/11
Description of damage: Front bumper needs paint. Rear ended another vehicle 5mph			

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

Vehicle repurchase plus attorney's fees.

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

<b>VEHICLE IDENTIFICATION NUMBER</b> 3FAHP0JG6AR [REDACTED]
<b>Lienholder/Leasing Company</b> _____ <b>Phone Number</b> _____
<b>Account Number</b> _____

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Case Number: FRD1133064

Problem	Servicing dealer(s)	# of repair attempts	List: the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b>				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Electrical		17		yes
Brakes		8		yes
Body/Trim		6		yes
Climate Control System		3		yes
Recall		1		yes
Towing		1		yes

**Total days out of service for all problems:** \_\_\_\_\_

Signature of Titled Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Titled Owner(s) \_\_\_\_\_

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

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

**BBB AUTO LINE**  
 [Redacted]  
 Arlington VA  
 [Redacted]



## BBB AUTO LINE

### AGREEMENT TO ARBITRATE

Date: 12/02/2011

Case Number: FRD1133064

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 TN 3FAHP0JG6AR [REDACTED]

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

Model : FusionYear : 2010

All parties named above submit to arbitration the following:

- \* Electrical
- \* Brakes
- \* Body/Trim
- \* Climate Control System
- \* Recall
- \* Towing

The parties have come to agreement on the following:

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

Consumer : RepurchaseManufacturer :

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:Purchase price: (reflects the deduction of a rebate, if applicable)\*\*\*\*\*

(\* Indicates additional remedies that can only be included if a lemon law repurchase is awarded )

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

[REDACTED]





## BBB AUTO LINE

December 2, 2011  
Re:W-C2 FRD1133064: [REDACTED] vs Ford Motor Corporation  
3FAHP0JG6AR [REDACTED]

KROHN & MOSS AL GA IL KY KS MN MO WI TX  
10 N DEARBORN STREET 3RD FLOOR  
CHICAGO IL 60602

Dear Eric P. Egbert:

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

Enclosed please find the following information:

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

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

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

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

Council of Better Business Bureaus, Inc.

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

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

- No further documentation is required at this time
- Repair orders relating to the complaint(s)
- The vehicle's current registration
- The purchase contract or lease agreement
- Other: \_\_\_\_\_

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

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

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

You may either mail your position to our office at [REDACTED] Arlington, Virginia [REDACTED] if you have any questions, please contact me at [REDACTED]

Sincerely,

Donna Patterson at Extension 506



## BBB AUTO LINE

December 2, 2011



MELBOURNE FL

Re: FRD1133064 [REDACTED] vs Ford Motor Corporation 3FAHP0JG6AR [REDACTED]

Dear Madam/Sir:

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

Enclosed please find the following information:

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

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

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

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



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

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

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

If you have any questions, please contact me at [REDACTED] please fax your position to [REDACTED]

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

Sincerely,

Donna Patterson at Extension 506

*Council of Better Business Bureaus, Inc.*

4200 Wilson Boulevard, Suite 800 - Arlington, VA - 22203-1838 - Phone 800.955.5100 - Fax: 703.247.8700

Umanzor, Maury

From: [REDACTED]  
Sent: Tuesday, November 29, 2011 5:53 PM  
To: ILDept Fax  
Cc: Umanzor, Maury; Hartless, Keenan; Herrera, Juan; Loader, Nancy; Patterson, Donna  
Subject: [REDACTED]

Attachments: arb packet - Cipriano.pdf

VIA FACSIMILE: 703-247-9700  
(With Delivery Confirmation)

November 29, 2011

Council of Better Business Bureau, Inc.  
Attn.: Maury Umanzor

WRTAC  
FRD1133064

[REDACTED]  
Arlington, VA [REDACTED]

RE: [REDACTED] v. Ford Motor Company

Dear Mr. Umanzor,

[REDACTED] has enclosed the corresponding documents for the referenced case. We are requesting a  
[REDACTED] My clients' written position has been stated in this initial  
application, they request a refund or replacement under the Magnuson-Moss Law based on defects in the  
vehicle.

**Please send notices fax only; please do not send any paper form of notices as our office is paperless.**  
**Thank you for your cooperation in this matter to our request.**

Thank you,

\*PLEASE NOTE OUR ADDRESS CHANGE AS OF AUGUST 15, 2011\*

[REDACTED]  
Chicago, IL [REDACTED]  
[REDACTED]

11/30/2011



**BBB AUTO LINE  
Customer Claim Form**

Case number:  
Contact Date:  
Start Date:

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

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]		
Mailing address: c/o [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: [REDACTED]	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2010	Current mileage: approx 29,750
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Alexander Ford-Mercury (Ford Lincoln of Franklin), Franklin TN			
Primary Servicing dealer/city/state: Same			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: September 19, 2009	Mileage at purchase/lease: 296		
First repair attempt date: March 13, 2010	First repair attempt mileage: 7,192		
How often is the vehicle used for business purposes (percentage): 0%	Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no			Date of accident: 3-29-11
Description of damage: Front bumper needs paint. Rear ended another vehicle going 5 miles an hour,			

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

VIN: 3FAHP0JG6AR [REDACTED] / Vehicle Repurchase plus attorneys fees.


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

<b>VEHICLE IDENTIFICATION NUMBER</b>	
Lienholder/Leasing Company	Ford Motor Credit Company Phone Number: [REDACTED]
Account Number	[REDACTED]



**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

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

Total days out of service for all problems: \_\_\_\_\_

Signature of Titled Owner(s)  Date 7/12/11  
 I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

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

  
 Arlington VA,  


Date of Repair	Mileage	Description of Problem/Repair	Defects
03/13/10	7,192	Basic maintenance plan- motorcraft oil & filter service- top off all fluids, inspect battery & cable ends, check tire wear & condition, inspect brake lining (Disc brakes only), inspect belts & hoses, inspect air intake & cabin filters, rotate & inspect 4 tires	Service
		Perform multi-point inspection	Inspection
06/02/10	9,296	Lube oil & filter service	Service
		Green Battery charge	Electrical
		Green Brake lining	Brakes
		Green Tire tread	Tires
08/06/10-08/31/10	12326-14,753	Basic maintenance plan- motorcraft oil & filter service- top off all fluids, inspect battery & cable ends, check tire wear & condition, inspect brake lining (Disc brakes only), inspect belts & hoses, inspect air intake & cabin filters, rotate & inspect 4 tires	Service
		Mount and balance one tire	Tires
		Check exterior lights and replace as needed	Electrical
		Interior headliner is coming down in rear sop per sm	Body/Trim
		A/C will quit working when plugging GPS in power outlet	Climate control system
09/13/10-09/15/10	15,706	Headliner is coming apart in rear spec order part	Electrical
		A/C Blower will quit working when plugging in gps in power point outlet	Climate control system
		Left rear tail light was cracked after. Repl on previous visit	Electrical
		Inside trunk seal is loose at rear back glass	Body/Trim
		Recall 10B15 power train control reprogram mi	Recall
		Lube oil & filter service	Service
		Green Battery charge	Electrical
		Green Brake lining	Brakes
		Green Tire tread	Tires
		Wash exterior and windows	Service
10/23/10	17,124	Left rear tail light lens cracked in quick lane install sop from ro	Body/Trim
		Mirror cover on left outside mirror keeps falling off	Body/Trim
		Green Battery charge	Electrical
		Green Brake lining	Brakes
		Green Tire tread	Tires
10/29/10-11/05/10	17,256	Refinish mirror cover	Body/Trim



01/22/11	20,411	Basic maintenance plan- motorcraft oil & filter service - top off all fluids, inspect battery & cable ends, check tire wear & condition, inspect brake lining (Disc brakes only), inspect belts & hoses, inspect air intake & cabin fillers, rotate & inspect 4 tires	Service
		Green Battery charge	Electrical
		Green Brake lining	Brakes
		Green Tire tread	Tires
04/04/11	24,162	Replace right blinker bulb	Electrical
05/26/11	25,671	Lube oil & filter service	Service
		Rotate tires	Tires
		Left front tire has a bubble in it.	Tires
		Right Tail Lite is out	Electrical
		A/C Quit working when she plugged gps in	Climate control system
		Green Battery charge	Electrical
		Green Tire tread	Tires
		Green Brake lining	Brakes
06/14/11	?	Lube oil & filter service	Service
06/24/11	26,358	Perform multi - point Inspection OK tire pressure light is on	Inspection
		Green Battery charge	Electrical
		Green Brake lining	Brakes
		Green Tire tread	Tires
08/04/11	27,181	Hearing clicking then slow crank before start	Electrical
		Lube oil & filter service	Service
		Replace front wiper blades and replace air filter	Body/Trim
		Green Brake lining	Brakes
		Green Tire tread	Tires
		Air filter inspection	Inspection
09/06/11	27,923	Vehicle would no start just clicked	Engine
		Seat belt light came on for roughly 20 minutes about 10 days ago while seat belt was latched	Electrical
		Rear parking assist message comes up at times while driving	Electrical
		Towing Service	Towing
		Green Brake lining	Brakes
		Green Tire tread	Tires
10/31/11-11/01/11	29,233	Wrench LT comes on and has not throttle response has very little power	Electrical
		Lube oil & filter service	Service
		Green Battery charge	Electrical
		Green Brake lining	Brakes
		Green Tire tread	Tires
11/12/11	29,413	Customer states left rear signal bulb inoperative	Electrical

TENNESSEE SIMPLE INTEREST VEHICLE FINANCIAL INSTALLMENT CONTRACT



DATE 02/19/2011
MADISON COUNTY, TENNESSEE

Buyer: [Redacted]
Seller: [Redacted]

Table with columns: VIN, COY, 2010 FORD, F150, [Redacted]

RECAPITULATION OF AMOUNT FINANCED
1. Cash Price: \$28,621.79
2. Down Payment: \$1,200.00
3. Finance Charge: \$1,875.90
4. Total Down Payment: \$1,200.00
5. Amount Financed: \$27,421.79

ANNUAL PERCENTAGE RATE
FINANCE CHARGE
Annual Percentage Rate: 2.96%
Finance Charge: \$1,875.90

Monthly Payment Schedule
Month 1: \$487.22
Month 2: \$487.22
...
Month 36: \$487.22

Redemption: If you pay off your debt early, you will not pay the finance charge for the amount of the debt you have paid.

REDUCTION CONTRACT PROVISIONS
EXCESS WEAR, USE AND MILEAGE CHARGES
If the car is used for commercial purposes, the dealer will charge an additional amount for each month.

BUYER'S OBLIGATIONS
Buyer shall be responsible for the safekeeping of the vehicle and for the payment of the finance charge.

BUYER'S SIGNATURE: [Redacted]
SELLER'S SIGNATURE: [Redacted]

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

Do not sign this contract before you read it or it contains any blank spaces. You are entitled to a signed copy of the contract you sign.

Buyer (and Co-Buyer) acknowledges that it (they) executed this contract, Buyer (and Co-Buyer) received and explained a true and complete copy of this contract and all of its terms and conditions.

BUYER'S SIGNATURE: [Redacted]
SELLER'S SIGNATURE: [Redacted]

THIS CONTRACT IS NOT VALID UNTIL YOU SIGN IT.

SELLER: ALEXANDER FORD MERCHANT
1000 N. W. 10th St., Ft. Lauderdale, FL 33304

BUYER: [Redacted]

ORIGINAL
F150 - 2010 - BUYER COPY - F150 - CU DIME CREDIT CO. - 754 - 881 - 1111

10-1020



INSURANCE
YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY CONTACT YOUR INSURANCE FROM A PERSON OF YOUR CHOICE.

OTHER OPTIONAL INSURANCE
Credit and Business Computer Term Insurance

BUYER'S SIGNATURE: [Redacted]

CO-BUYER'S SIGNATURE: [Redacted]

SELLER'S SIGNATURE: [Redacted]



SEE INSERT FOR COUNTY FEE  
 Invoice: 11237  
 772463270

CERTIFICATE OF VEHICLE REGISTRATION RENEWAL

LICENSE NO		REGISTRATION NO		DATE OF ISSUE	EXPIRES
[REDACTED]		[REDACTED]		08/25/2011	09/30/2012
PLATE NO	CLASS	CLASSIFICATION	VEHICLE TYPE	REGISTRATION FEE	TITLE FEE
1000	2006	9	0	24.00	29.81
3FAHP0JG6AP		ADDRESS TYPE	FORD	2010	4D FUS
103096		TO ORDER BY MAIL SEND ADDITIONAL \$2.00			

Port: WK02  
 Cash: .00  
 Check: .00  
 Credit#: 0655  
 Credit: 53.81  
 Change: .00



MISSISSIPPI  
 TENNESSEE  
 DEPARTMENT  
 OF REVENUE

FRANKLIN TN

RECENT CHANGE OF ADDRESS FOLLOW

FRANKLIN		TN	AS	94
Emission No		84		

OFFICIAL DOCUMENT  
 NOTICE OF VEHICLE REGISTRATION

T.C.A. 55-4-108 Every Certificate of Registration shall at all times be carried in the vehicle to which it refers or shall be carried by the person driving or in control of such vehicle.

Renewals of registration for all vehicles (except permanent registrations) are for twelve (12) months from the current expiration date. If the current expiration date falls on Saturday, Sunday, or a holiday, the current registration remains valid until the next business day.

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER # 99767	PERSON DON	109348	TAX NO 4817	INVOICE DATE 11/12/11	FOCS341839
[REDACTED]	ADDRESS [REDACTED]	[REDACTED]	29,413	STERLING GRV	105030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD	[REDACTED]	[REDACTED]	09/19/09	296
[REDACTED]	3 F A H P O J G 6 A R	[REDACTED]	[REDACTED]	10	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	11/12/11	[REDACTED]
JOB# 5 TOTALS					MO: 29414

JOB# 5 JOURNAL PREFIX FOC3 JOB# 5 TOTAL 0.00

COMMENTS: WAITER

TECHNICIAN CERTIFICATION: 106232 STEVEN J RUBINO 106232

TOTALS

Thank you for choosing Ford-Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!

Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
Quick Lane Tire & Service Center hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>



CUSTOMER SIGNATURE

LINCOLN

*Belt burst out again*

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4586



CELL: [REDACTED]

CUSTOMER #	99767	DOB	109348	TRADE IN	4817	DATE OF PURCHASE	11/12/11	BOOKING NO.	FOCS341839	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MSRP	29,413	COLOR	STERLING GRAY	BOOKING NO.	101030	
FRANKLIN, TN	[REDACTED]	YEAR MAKE MODEL	10/FORD/FUSION/4DR SDN I4 SEL FWD				DELIVERY DATE	09/19/09	DELIVERY MILES	296
[REDACTED]	[REDACTED]	VIN	3FAHP0JG6AR [REDACTED]				BOOKING NO.	10	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	DATE	[REDACTED]	[REDACTED]	[REDACTED]	DATE	11/12/11	[REDACTED]	[REDACTED]	
								MO:	29414	

JOB# 1 CHARGES

LABOR  
 J# 1 1BFDZ Body Elect Diag I TECH(S):106232 WARRANTY  
 CUSTOMER STATES LEFT REAR SIGNAL BULB INOPERATIVE  
 L/R TURN SIGNAL BULB NG  
 REPLACE L/R TURN SIGNAL BULB

PARTS  
 QTY FP NUMBER DESCRIPTION UNIT PRICE WARRANTY  
 1 3H7Z-13466-B BULB 416270 0.00  
 TOTAL - PARTS

JOB# 1 TOTALS  
 JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR  
 J# 2 00F0Z99P MULTI-POINT INSP. TECH(S):106232 INTERNAL  
 PERFORM MULTI-POINT INSPECTION  
 TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION.  
 PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 2 TOTALS  
 JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR  
 J# 3 04F0Z8ATT GREEN BATTERY CHECKS GOOD AT THIS TIME. TECH(S):106232 INTERNAL  
 ATW

JOB# 3 TOTALS  
 JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR  
 J# 4 04F0Z8BK GREEN Brake Lining TECH(S):106232 INTERNAL  
 ATW  
 BRAKES ARE GOOD AT THIS TIME

JOB# 4 TOTALS  
 JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR  
 J# 5 04F0ZGTIRE GREEN Tire Tread TECH(S):106232 INTERNAL  
 ATW  
 TIRES ARE GOOD AT THIS TIME





# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4586



CELL: [REDACTED]

CUSTOMER NO <b>99767</b>	ADVISOR <b>WAYNE</b>	INVOICE NO <b>109378</b>	ISSUE NO <b>252</b>	ISSUE DATE <b>11/01/11</b>	PRODUCT NO <b>FOCS341238</b>
[REDACTED]	[REDACTED]	RELEASE <b>29,233</b>	COL GR <b>STERLING GRV</b>	LOGBOOK NO <b>103030</b>	DELIVERY MILE <b>296</b>
FRANKLIN, TN	YEAR / MAKE / MODEL <b>10 / FORD / F</b>	SDN I4 SEL FWD		DELIVERY DATE <b>09/19/09</b>	PRODUCTION DATE
[REDACTED]	VEHICLE ID NO <b>3FAHP0JG6AR</b>	[REDACTED]	[REDACTED]	DELIVERY DATE <b>10</b>	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	PLATE NO <b>10/31/11</b>	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MO: 29234

FORD MOTOR COMPANY - TRANSPORTATION ASSISTANCE PROGRAM  
GOODWILL ASSIST WARRANTY CUSTOMER RENTAL VEHICLE  
MAXIMUM OF \$28.00 PER DAY  
ALL TAP RENTALS MUST HAVE PRIOR AUTHORIZATION  
SERVICE ADVISOR AUTHORIZATION MAXIMUM 2 DAYS  
SERVICE MANAGER MUST AUTHORIZE ADDITIONAL RENTAL DAYS

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
400654 11/01/11 RENTAL

TOTAL - SUBLET WARRANTY 0.00

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR  
J# 4+04FOZGBATT GREEN Battery Charge TECH(S):108977 INTERNAL  
ATW  
BATTERY CHECKS GOOD AT THIS TIME.

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR  
J# 5+04FOZGBK GREEN TECH(S):108977 INTERNAL  
ATW  
BRAKES ARE GOOD

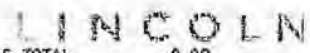


JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR  
J# 6+04FOZGTIRE GREEN Tire Tread TECH(S):108977 INTERNAL  
ATW  
TIRES ARE GOOD AT THIS TIME



JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----

JOB # A SSUPP SHOP SUPPLIES 0.99  
TOTAL - MISC 0.99

TECHNICIAN CERTIFICATION-----

108977 PHILLIP RITER 108977  
75398 SERVICE TECHNICIAN 75398



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
 FRANKLIN, TN 37064  
 Phone: (615) 794-4585



CELL: [REDACTED]

CRUISER NO <b>99767</b>	ADDRESS <b>WAYNE</b>	109378	TACING <b>252</b>	INVOICE DATE <b>11/01/11</b>	INVOICE NO <b>FOCS3-41238</b>
[REDACTED]	VEHICLE TYPE [REDACTED]	[REDACTED]	MSRP <b>29,233</b>	COLOR <b>STERLING GRAY</b>	STOCK NO <b>10J030</b>
<b>FRANKLIN, TN</b>	YEAR / MAKE / MODEL <b>10 / FORD / FUSION / 4DR SDN I4 SEL FWD</b>	[REDACTED]	[REDACTED]	DELIVERY DATE <b>09/19/09</b>	DELIVERY MILES <b>296</b>
[REDACTED]	VEHICLE ID TAG <b>3 FAHP0JG6AR</b>	[REDACTED]	[REDACTED]	DELIVERY USE ONLY <b>10</b>	FRANCHISE CODE
[REDACTED]	DATE ACQUIRED	FRANCHISE	FRANCHISE	DATE TO EXPIRE <b>10/31/11</b>	
[REDACTED]	FRANCHISE ADDRESS	FRANCHISE	FRANCHISE		MO: 29234

**TOTALS**

Thank you for choosing Ford-Lincoln of Franklin for your automotive service needs. Our goal is your COMPLETE SATISFACTION!! *****		TOTAL LABOR.... 5.00 TOTAL PARTS.... 24.95 TOTAL SUBLET... 0.00 TOTAL G.O.G.... 0.00 TOTAL MISC CHG. 0.99 TOTAL MISC DISC -30.94 TOTAL TAX..... 0.00
Service & Parts hours: -Monday - Friday 7:00 am - 6:00 pm -Saturday 7:00 am - 2:00 pm Quick Lane Tire & Service Center hours: -Monday - Friday 7:00 am - 6:00 pm -Saturday 7:00 am - 2:00 pm *****	<b>TOTAL INVOICE \$ 0:00</b>	

CUSTOMER SIGNATURE



LINCOLN

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER ID: 99767	JAMES MORAN	108633	TAX ID: 254	DATE: 09/06/11	DOC NO: F0C538221
[REDACTED]	[REDACTED]	[REDACTED]	27,923	STERLING GRV	107030
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN I4 SEL FWD			09/19/09	296
[REDACTED]	3 F A H P O J G 6 A R [REDACTED]			10	
[REDACTED]				09/06/11	
					MO: 27924

TECHNICIAN CERTIFICATION:  
108749 SOLOMON DEMISSIE 108749  
75398 SERVICE TECHNICIAN 75398

TOTALS-----

Thank you for choosing Ford-Lincoln of Franklin  
For your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!!  
\*\*\*\*\*

Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
Quick Lane Tire & Service Center hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
\*\*\*\*\*

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

CUSTOMER SIGNATURE  
\*\*\*\*\*



INVOICE

\*\*\*\*\*



LINCOLN

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER NO. <b>99767</b>	NAME <b>JAMES MORAN</b>	AGE <b>254</b>	DOB <b>09/06/11</b>	FOCS <b>38221</b>
[REDACTED]	ADDRESS <b>[REDACTED]</b>	PHONE <b>27,923</b>	CITY <b>STERLING GRY</b>	STATE <b>10J030</b>
FRANKLIN, TN [REDACTED]	VEHICLE <b>10/FORD/FUSION/4DR SDN I4 SEL FWD</b>	DATE <b>09/19/09</b>	REGISTRATION <b>296</b>	
[REDACTED]	PLATE <b>3FAHPDJG6AR</b>	REGISTRATION <b>10</b>		
[REDACTED]		DATE <b>09/06/11</b>		MO: 27924

**JOB# 1 CHARGES**

LABOR  
J# 1 09F0Z GasEng Start Sys 1 TECH(S):108749 WARRANTY  
C/S THE VEHICLE WOULD NOT START, JUST CLICKED, TOW DRIVER JUMPED OFF.  
VERIFY CONCERN, RUN OASIS, PERFORMED QUICK SYSTEM TEST, RETRIEVED LOW BATTERY V-DTCS FROM SJB, PSCM, PDIM AND 1PC, TEST BATTERY AND REPLACED DTC 12BCK-3ETS3-011, ACES-X93FH, TEST CHARGING SYSTEM AND PASSED, TEST ALL MODULES AND PASSED ALL WORK PERFORMED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	BXT-96R-500	BATTERY 473386		WARRANTY
	1	BXT-96R-500	CORE RETURN		WARRANTY
				TOTAL - PARTS	0.00

SUBLET	PO#	VEND IN#	INV. DATE	DESCRIPTION	INTERNAL
	720033	74785	09/06/11	TOW BILL	INTERNAL
					TOTAL - SUBLET
					0.00

JOB# 1 TOTALS .....  
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL ..... 0.00

**JOB# 2 CHARGES**

LABOR  
J# 2 18F0Z Body Electric I TECH(S):108749 WARRANTY  
C/S THE SEAT BELT LIGHTS ON FOR APPROX 20 MINUTES ABOUT 10 DAYS AGO WHILE SEAT BELT WAS NOT IN THE VEHICLE WAS HERE FOR LOW BATTERY CONDITION, FOUND DTCS MOST MODULES FOR LOW BATTERY V WE TRY TO VERIFY CUSTOMER CONCER COULDN'T DUPLICATE MAY CAUSED BY LOW BATTERY V IN THE MODULE CLEARED ALL DTCS AND TEST TEST SYSTEM PASSED AT THIS TIME.

JOB# 2 TOTALS .....  
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL ..... 0.00

**JOB# 3 CHARGES**

LABOR  
J# 3 18F0Z01 Body Electric II TECH(S):108749 WARRANTY  
C/S THE REAR PARKING ASSIST MESSAGE COMES UP AT TIMES WHILE DRIVING.  
SEE LINE 1&2 TEST AND SYSTEM PASSED, COULD CAUSED BY LOW BATTERY V IN THE SYSTEM, REPLACED BATTERY AND TEST SYSTEM OK.

JOB# 3 TOTALS .....  
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL ..... 0.00

**JOB# 4 CHARGES**

LABOR  
J# 4 00F0Z99P MULTI-POINT INSP. TECH(S):108749 INTERNAL  
PERFORM MULTI-POINT INSPECTION



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER #	99767	TECH	JAMES MORAN	108633	SALES #	254	DATE	09/06/11	FOCS	338221
FRANKLIN, TN	[REDACTED]	SALES PRICE	[REDACTED]	MSRP	27,923	COLOR	STERLING GR	STOCK #	101030	
		MODEL	10/FORD/FUSION/4DR SDN TA SEL EWD	DATE	09/19/09	MPG CITY		MPG HWY	296	
		PLATE	5FAH P 0 J G 6 A	DATE	09/06/11	MPG COMB				
		FINANCE		DATE	09/06/11					
		FINANCE								MO: 27924

TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION.  
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 4 TOTALS.....  
 JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00  
 JOB# 5 CHARGES.....  
 LABOR.....  
 J# 5+37FOZ03 Towing Service TECH(S):75398 WARRANTY  
 JOB# 5 TOTALS.....  
 JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00  
 JOB# 6 CHARGES.....  
 LABOR.....  
 J# 6+37FOZ02 Rental Car TECH(S):75398 WARRANTY  
 FORD MOTOR COMPANY TRANSPORTATION ASSISTANCE PROGRAM  
 GOODWILL ASSIST WARRANTY CUSTOMER RENTAL VEHICLE  
 MAXIMUM OF \$28.00 PER DAY  
 ALL TAP RENTALS MUST HAVE PRIOR AUTHORIZATION  
 SERVICE ADVISOR AUTHORIZATION MAXIMUM 2 DAYS  
 SERVICE MANAGER MUST AUTHORIZE ADDITIONAL RENTAL DAYS  
 SUBLET---PO#---VEND INVT---INVT---DATE---DESCRIPTION---  
 338221 00700 RENTAL TOTAL - SUBLET WARRANTY 16.00  
 JOB# 6 TOTALS.....  
 JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00  
 JOB# 7 CHARGES.....  
 LABOR.....  
 J# 7+04FOZGBK GREEN Brake Lining TECH(S):108749 INTERNAL  
 ATM  
 BRAKES ARE GOOD AT THIS TIME  
 JOB# 7 TOTALS.....  
 JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00  
 JOB# 8 CHARGES.....  
 LABOR.....  
 J# 8+04FOZGTIRE GREEN Tire Tread TECH(S):108749 INTERNAL  
 ATM  
 TIRES ARE GOOD AT THIS TIME  
 JOB# 8 TOTALS.....  
 JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00  
 COMMENTS.....  
 POST TO FORD AUTO CLUB A/R





# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

99767	RONALD LINATORSKI 108678 5269	08/04/11	FOCS336667
[REDACTED]	DATE 27,181	STERLING GRV	107030
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN I4 SEL FWD	09/19/09	296
[REDACTED]	3-FV A H P O J G 6 A	10	
[REDACTED]		08/04/11	
			MO: 27182

**JOB# 1 CHARGES**

LABOR  
J# 1 00FO207005 REPLACE BATTERY TECH(S):75398 WARRANTY  
C/S HEARING CLICKING THEN SLOW CRANK BEFORE START  
TESTED AND CHARGED BATTERY-TESTS GOOD AFTER CHARGE.

JOB# 1 TOTALS  
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

**JOB# 2 CHARGES**

LABOR  
J# 2 00FOZ Gas Lof Service TECH(S):75398 5.00  
CUSTOMER REQUESTS LUBE OIL & FILTER SERVICE  
TECHNICIAN DRAINED ENGINE OIL, REFILL WITH MOTORCRAFT 5W20  
INSTALLED MOTORCRAFT OIL FILTER, LUBE CHASSIS AS NECESSARY  
CHECK COOLANT, AUTO TRANS, & WASHER FLUID LEVELS  
CHECK & CORRECT TIRE PRESSURES TO FACTORY SPECIFICATIONS  
REPLACE OIL CHANGE REMINDER STICKER

JOB# 2 TOTALS  
LABOR 5.00  
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 5.00

**JOB# 3 CHARGES**

LABOR  
J# 3 00FOZ99P MULTI POINT INSPE TECH(S):75398 INTERNAL  
MULTI POINT INSPECTION  
TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION;  
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 3 TOTALS  
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

**JOB# 4 CHARGES**

LABOR  
J# 4 00FOZ06000 Service Frt Wipers TECH(S):77385 0.00  
C/S REPLACE FRONT WIPERBLADES AND REPLACE ATR FILTER  
REPLACE WIPER BLADES

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	1	2U2Z-1752B-1A	BLADE ASY 867279	25.94	25.94
	1	2U2Z-1752B-EA	BLADE ASY 867273	25.94	25.94
TOTAL - PARTS					51.88

JOB# 4 TOTALS  
PARTS 51.88  
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 51.88

**JOB# 5 CHARGES**

LABOR

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4685



CELL: [REDACTED]

99767	RONALD LINATORSKI	108678	5269	08/04/11	FOCS336667
[REDACTED]	[REDACTED]	[REDACTED]	27,181	STERLING GRV	107030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD			09/19/09	296
[REDACTED]	3FAHP0JG6A			10	[REDACTED]
[REDACTED]	[REDACTED]			08/04/11	[REDACTED]
					MO: 27182

LABOR

J# 5+04FOZGBK GREEN Brake Lining TECH(S):77385 INTERNAL  
ATW  
BRAKES ARE GOOD AT THIS TIME

JOB# 5 TOTALS-----  
JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR

J# 6+04FOZGTIRE GREEN Tire Tread TECH(S):77385 INTERNAL  
ATW  
TIRES ARE GOOD AT THIS TIME

JOB# 6 TOTALS-----  
JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES-----

LABOR

J# 7+00FOZOB Replace Air Filter TECH(S):77385 0.00  
CUSTOMER REQUESTS AIR FILTER INSPECTION/REPLACE IF NECESSARY  
TECHNICIAN REPORTS:  
FORD MOTOR COMPANY RECOMMENDS REPLACEMENT OF AIR FILTER  
INSERT EVERY 12 MONTHS OR 15000 MILES, OR MORE OFTEN  
DEPENDENT UPON YOUR PERSONAL DRIVING HABITS

PARTS	QTY	PP NUMBER	DESCRIPTION	UNIT PRICE	
	1	6E5Z-9603-6	AIR FILTER	28.54	
TOTAL - PARTS				28.54	

JOB# 7 TOTALS-----  
PARTS 28.54  
JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 28.54

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----  
JOB # A SSUPP SHOP SUPPLIES 0.99  
TOTAL - MISC 0.99

COMMENTS-----  
WAIT

TECHNICIAN CERTIFICATION-----  
75398 SERVICE TECHNICIAN 75398

# FORD LINCOLN OF FRANKLIN

1129 Murreboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER NO: 99767	RONALD LINATORSKI 108678	TRUCK NO: 5269	DATE: 08/04/11	POCS336667
[REDACTED]	[REDACTED]	PRICE: 27,181	STERLING GRV	10J030
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN I4 SEL FWD	DELIVERY: 09/19/09	VEHICLE MILE: 296	
[REDACTED]	3/F/A/H P O J G 6 A R [REDACTED]	10	REGISTRATION	
[REDACTED]			DATE: 08/04/11	
TOTALS				MO: 27182

Thank you for choosing Ford-Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!!  
\*\*\*\*\*  
Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
Quick Lane Tire & Service Center hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
\*\*\*\*\*

TOTAL LABOR....	5.00
TOTAL PARTS....	80.42
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.99
TOTAL MISC DISC	0.00
TOTAL TAX.....	8.00
<b>TOTAL INVOICE \$</b>	<b>94.41</b>

CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*





# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

99767	MELINDA KAY TUBBS	106060	5936	06/24/11	FOCP334758
[REDACTED]	[REDACTED]	[REDACTED]	26,358	SPERLING GRY	10J030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD			09/19/09	296
[REDACTED]	3 F A H P O J G 6 A R			10	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	06/24/11	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MO: 26359

JOB# 1 CHARGES

LABOR  
J# 1 00FOZ99P MULTI-POINT INSP. TECH(S):102082 INTERNAL  
PERFORM MULTI-POINT INSPECTION  
CK TIRE PRESSURE LIGHT IS ON. HAD DRIVERS SIDE TIRE REPLACED  
HERE ABOUT A WEEK AGO  
TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:  
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 1 TOTALS

JOB# 2 CHARGES

JOB# 1 JOURNAL PREFIX FOCP JOB# 1 TOTAL 0.00

LABOR  
J# 2+04FOZ6BATT GREEN Battery Charge TECH(S):102082 INTERNAL  
ATW  
BATTERY CHECKS GOOD AT THIS TIME.

JOB# 2 TOTALS

JOB# 3 CHARGES

JOB# 2 JOURNAL PREFIX FOCP JOB# 2 TOTAL 0.00

LABOR  
J# 3+04FOZ6BKR GREEN BRAKES TECH(S):102082 INTERNAL  
ATW  
BRAKES ARE GOOD

JOB# 3 TOTALS

JOB# 4 CHARGES

JOB# 3 JOURNAL PREFIX FOCP JOB# 3 TOTAL 0.00

LABOR  
J# 4+04FOZ7G1RE GREEN Tire Tread TECH(S):102082 INTERNAL  
ATW  
TIRES ARE GOOD AT THIS TIME

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCP JOB# 4 TOTAL 0.00

TECHNICIAN CERTIFICATION  
102082 THOMAS ALEXANDER 102082





# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37084  
Phone: (615) 794-4585



CELL: [REDACTED]

99767	MELINDA KAY TUBBS	106060	5936	06/24/11	FOCP334758
[REDACTED]	[REDACTED]	[REDACTED]	26,358	STERLING GRV	10J030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD			09/19/09	296
[REDACTED]	30FAHP0JG6AR			06/24/11	
[REDACTED]					MO: 26359

**TOTALS**

Thank you for choosing Ford-Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!!  
\*\*\*\*\*  
Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
Quick Lane Tire & Service Center hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
\*\*\*\*\*

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

CUSTOMER SIGNATURE

DUPLICATE INVOICE



LINCOLN

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37054  
Phone: (615) 794-4585



CELL: [REDACTED]

99767	MELYINDA KAY TUBBS	106060	6	06/14/11	F0CP334182
[REDACTED]	[REDACTED]	25,671	STERLING GRV	10J030	
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD		09/19/09	296	
[REDACTED]	333333-H P O J G 6 A R		10		
[REDACTED]			06/14/11		
					MO: 25671

JOB# 1 CHARGES

LABOR	DESCRIPTION	TECH(S)	AMOUNT
J# 1 00F02	Gas L&F Service	77385	0.00
	CUSTOMER REQUESTS LUBE OIL & FILTER SERVICE REFER TO RO 333247. WRITTEN OFF IN ERROR. SHOULD BE BILLED TO JH&A		
MISC	DESCRIPTION	CONTROL NO	AMOUNT
	PROMOTIONS SERVICE PROMOTION		17.00
	PTSPROM PARTS PROMOTION		17.00
	JMP (98329) JH&A WILL PAY	98329	-34.00
	TOTAL - MISC		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL-PREFIX F0CP JOB# 1 TOTAL 0.00

TOTALS

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	370.00
TOTAL MISC CHG.	84.00
TOTAL MISC DISC	-34.00
TOTAL TAX	0.00
<b>TOTAL INVOICE \$</b>	<b>420.00</b>

Thank you for choosing Ford-Lincoln of Franklin for your automotive service needs. Our goal is your COMPLETE SATISFACTION!!

Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm

Quick Lane Tire & Service Centers:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm

CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

99767	MELINDA KAY [REDACTED]	106060	246K	05/26/11	FOCS333247
[REDACTED]	[REDACTED]	[REDACTED]	25,671	STERLING GRV	103030
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN T4 SEL FWD	[REDACTED]	[REDACTED]	09/19/09	296
[REDACTED]	3 F A H P O J G 6 A R [REDACTED]	[REDACTED]	[REDACTED]	05/26/11	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MO: 25671

JOB# 7 TOTALS ..... JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

JOB# 8 CHARGES ..... JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

LABOR.....  
J# 8+04FOZGTIRC GREEN Tire tread TECH(S):77385 INTERNAL  
ATW  
TRES ARE GOOD AT THIS TIME

JOB# 8 TOTALS ..... JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

JOB# 9 CHARGES ..... JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

LABOR.....  
J# 9+04FOZGBK GREEN Brake Lining TECH(S):77385 INTERNAL  
ATW  
BRAXES ARE GOOD AT THIS TIME

JOB# 9 TOTALS ..... JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

COMMENTS.....  
LF TIRE ROAD HAZZ. RT TAIL LT. GUS/CS SERVICE

TOTALS.....

Thank you for choosing Ford Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!!  
\*\*\*\*\*  
Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
Quick Lane Tire & Service Center hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
\*\*\*\*\*

TOTAL LABOR.... 30.95  
TOTAL PARTS.... 151.30  
TOTAL SUBNET... 0.00  
TOTAL S.D/G... 0.00  
TOTAL HISC CHG. 0.00  
TOTAL HISC DISC -182.25  
TOTAL TAX..... 0.00  
**TOTAL INVOICE \$ 0.00**

CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

SALES ORDER NO	99767	CUSTOMER NAME	MELINDA KAY TURBS	DOB	106060	VEHICLE NO	246K	DATE	05/26/11	PRODUCT CODE	FOCS333247
SALES REP	[REDACTED]	FINANCE	25,671	SALES	STERLNG GRY	100030					
	FRANKLIN, TN		10/FORD/FUSION/4DR SDN I4 SEL FWD					09/19/09			296
			3 P A H P 0 J G 6 A R					10			
								05/26/11			
											MO: 2567
TOTAL										MISC	136.35

JOB# 3 TOTALS-----  
LABOR-----  
PARTS-----  
MISC-----  
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----  
LABOR-----  
WARRANTY

J# 4 18F0Z Body Elect Diag I TECH(S):77385  
CUSTOMER STATES THE RIGHT TAIL LITE IS OUT. HAS BEEN IN  
NUMEROUS TIMES FOR TAIL LIGHT BULBS. CUSTOMER THINKS  
THERE IS POSSIBLE ELECTRICAL CONCERN  
REPLACED RIGHT TAIL LIGHT BULB

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL - PARTS
	1	3H72-13466-B	BULB 416270		0.00

JOB# 4 TOTALS-----  
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----  
LABOR-----  
WARRANTY

J# 5 18F0ZD1 Body Elect Diag I TECH(S):77385  
CUSTOMER STATES SHEEN WOULD NOT WORK. SHE PLUGGED GPS IN  
THIS HAS ONLY HAD BEEN ON TWICE  
UNABLE TO DUPLICATE CONCERN AT THIS TIME

JOB# 5 TOTALS-----  
JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----  
LABOR-----  
INTERNAL

J# 6 00F0Z99P MULTI-POINT INSP. TECH(S):77385  
PERFORM MULTI-POINT INSPECTION  
TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:  
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 6 TOTALS-----  
JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES-----  
LABOR-----  
INTERNAL

J# 7 04F0ZGRATT GREEN Battery Charge TECH(S):77385  
ATW  
BATTERY CHECKS GOOD AT THIS TIME.



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

99767	MELINDA KAY TUBBS	106060	246K	05/26/11	FOCS333247
[REDACTED]	[REDACTED]	[REDACTED]	25,671	STERLING GRV	100030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD	[REDACTED]	[REDACTED]	09/19/09	296
[REDACTED]	15 F A H P O J G 6 A R	[REDACTED]	[REDACTED]	10	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	05/26/11	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MO: 25671

**JOB# 1 CHARGES**

LABOR  
J# 1 00F02 Gas Lof Service TECH(S):77385 4.00  
CUSTOMER REQUESTS LUBE OIL & FILTER SERVICE  
TECHNICIAN DRAINED ENGINE OIL, REFILL WITH MOTORCRAFT 5W20  
INSTALLED MOTORCRAFT OIL FILTER, LUBE CHASSIS AS NECESSARY  
CHECK COOLANT, AUTO TRANS, & WASHER FLUID LEVELS  
CHECK & CORRECT TIRE PRESSURES TO FACTORY SPECIFICATIONS  
REPLACE OIL CHANGE REMINDER STICKER

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-SB12	FILTER ASY 516305	5.33	5.33
	6	XO-6W20-BSP	BULK OIL	3.27	19.62
				TOTAL - PARTS	24.95

MISC	CODE	DESCRIPTION	CONTROL NO		
	78	CARCARE-PARTS		-17.00	
	79	CARCARE-SERVICE		-17.00	
	1111	FLEET LABOR DISCOUNT		-5.95	
	FPTS	FLEET PARTS DISCOUNT		-5.95	
				TOTAL - MISC	-45.90

**JOB# 1 TOTALS**

LABOR	4.00
PARTS	24.95
MISC	-45.90
<b>JOB# 1 TOTAL</b>	<b>2.05</b>



**JOB# 2 CHARGES**

LABOR  
J# 2 02F02 Rotate Tires TECH(S):77385 16.95  
ROTATE TIRES

**JOB# 2 TOTALS**

LABOR	16.95
-------	-------

**JOB# 3 CHARGES**

LABOR  
J# 3 02F0Z02070 Tire Repair TECH(S):77385 10.00  
CUSTOMER STATES LEFT FRONT TIRE HAS A BUBBLE IN IT. CUSTOMER  
HAS ROAD HAZZARD  
MOUNT AND BALANCE L/F TIRE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	9001-7326465-00	P225/45R18 365699	126.35	126.35
		DOT M6RR AWER 1811			
				TOTAL - PARTS	126.35

MISC	CODE	DESCRIPTION	CONTROL NO	
	JMP	(98329) JM&A WILL PAY	98329	-136.35

# FORD LINCOLN OF FRANKLIN

1120 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-1685



ORDER# 10	TRACY WEINBERGER 102994	6045	05/16/11	FOCUS332155
FRANKLIN, TN	LABORER	VEHICLE	2 YEL BLAZ ME	L12604S
	12/FORD/FOCUS/4DR HB SE		05/30/11	15
	1 F A H P 3 K Z 4 C L		10	
			05/16/11	
				MO: 5

JOB# 1 CHARGES

LABOR-----  
 J# 1 75FOZ11 FOCUS PDI TECH(S):76631 INTERNAL  
 PERFORM NEW VEHICLE PRE-DELIVERY INSPECTION  
 COMPLETED PDI INSPECTION

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOCUS JOB# 1 TOTAL 0.00

COMMENTS-----  
 STK# 12A006

TECHNICIAN CERTIFICATION-----  
 76631 HARVIN BLOOMER 76631

TOTALS-----  
 Thank you for choosing Ford-Lincoln of Franklin  
 For your automotive service needs.  
 Our goal is your COMPLETE SATISFACTION!!  
 \*\*\*\*\*  
 Service & Parts hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 Quick Lane Tire & Service Center hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 \*\*\*\*\*

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL HISC CHG.	0.00
TOTAL HISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>



LINCOLN

CUSTOMER SIGNATURE  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER #	99767	NAME	SHERRY BETH BENTLE	DOB	104059	AGE	15	DATE	04/04/11	FOCS	330177
ADDRESS	[REDACTED]	CITY	[REDACTED]	STATE	24,162	MAKE	STERLING	MODEL	GRY	FOCS	10J030
FRANKLIN, TN	[REDACTED]	YEAR	10	TRIM	FORD/FUSION/4DR SDN I4 SEL FWD	DELIVERY DATE	09/19/09	DELIVERY MILES	296		
[REDACTED]	[REDACTED]	FINANCE	3 F A H P O J G 6 A R	FINANCE	[REDACTED]	FINANCE	10	FINANCE			
[REDACTED]	[REDACTED]	FINANCE		FINANCE		FINANCE	04/04/11				
		FINANCE		FINANCE		FINANCE				MO:	24162

JOB# 1 CHARGES-----  
LABOR-----  
J# 1 35F0Z Accessories I TECH(S):102082 INTERNAL  
REPLACE RIGHT BLINKER BULB

JOB# 1 TOTALS-----  
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0:00

JOB# 2 CHARGES-----  
LABOR-----  
J# 2 00F0Z099P MULTI-POINT INSP. TECH(S):102082 INTERNAL  
PERFORM MULTI-POINT INSPECTION  
TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION;  
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 2 TOTALS-----  
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0:00

COMMENTS-----  
NO SERVICES PERFORMED...BULB WAS LOOSE

TECHNICIAN CERTIFICATION-----  
102082 [Signature] 102082

TOTALS-----  
Thank you for choosing Ford Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!!  
\*\*\*\*\*  
Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
Quick Lane Tire & Service Center hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
\*\*\*\*\*  
TOTAL LABOR... 0.00  
TOTAL PARTS... 0.00  
TOTAL SUBCET... 0.00  
TOTAL G.D.G... 0.00  
TOTAL MISC CHG... 0.00  
TOTAL MISC DISC... 0.00  
TOTAL TAX... 0.00  
TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

SP562108 G 02/11



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER ID: 99767	OWNER: SHERRY BETH BENTLE 104059	VEHICLE NO: 502	DATE: 01/22/11	FOCP: 326529
FRANKLIN, TN	DATE: [REDACTED]	PRICE: 20,411	DEALER: STERLING GRV	107030
	VEHICLE: '10/FORD/FUSION/4DR SON I4 SEL FWD	DATE: 09/19/09	FACTORY PRICE: 296	
	REG: F A H P O J G G A R	DATE: 10	FACTORY PRICE: [REDACTED]	
	DATE: 01/22/11			
				MO: 20411

JOB# 1 CHARGES

LABOR	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
J# 1 00F0203			Works Package BASIC MAINTENANCE PLAN -MOTORCRAFT OIL & FILTER SERVICE -TOP OFF ALL FLUIDS -INSPECT BATTERY & CABLE ENDS -CHECK TIRE WEAR & CONDITION -INSPECT BRAKE LINING (DISC BRAKES ONLY) -INSPECT BELTS & HOSES -INSPECT AIR INTAKE & CABIN FILTERS -ROTATE & INSPECT 4 TIRES TECHNICIAN REPORTS: PERFORMED SERVICE	TECH(S):105268	15.00
PARTS	1	FL-500-SB12	FILTER ASY 516305	5.87	5.87
	6	XO-5W20-BSP	BULK OIL	3.18	19.08
			TOTAL - PARTS		24.95
MISC					
		JMP (98329) JM&A WILL PAY	CONTROL NO: 98329		34.00
		PP-9 PARTS PROMOTION			2.98
		SP-9 SERVICE PROMOTION			21.97
			TOTAL - MISC		30.95
JOB# 1 TOTALS					65.00
					24.95
					30.95



JOB# 2 CHARGES

LABOR	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
J# 2 00F02099P			MULTI-POINT INSP. PERFORM MULTI-POINT INSPECTION TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION: PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.	TECH(S):105268	INTERNAL
JOB# 2 TOTALS					0.00

JOB# 3 CHARGES

LABOR	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
J# 3+04F02G8ATT			GREEN Battery Charge BATTERY CHECKS GOOD AT THIS TIME.	TECH(S):105268	INTERNAL
JOB# 3 TOTALS					0.00



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER NO	99767	SALES REP	SHERRY BETH BENTLE 104059	SALES NO	502	DATE	01/22/11	FOCP	326529
ADDRESS	[REDACTED]	PRICE	[REDACTED]	FINANCE	20,411	MAKE	STERLING GRV	MODEL	107030
CITY	FRANKLIN, TN	DATE	10/FORD/FUSION/4DR SDN I4 SEL FWD	DATE	09/19/09	YEAR	10	MPG	296
STATE	[REDACTED]	DATE	3-PHASE P O J G A R	DATE	01/22/11	DATE		DATE	
ZIP	[REDACTED]	DATE		DATE		DATE		DATE	
								MO:	20411

**JOB# 4 CHARGES**

LABOR  
J# 4+04FOZGBN GREEN Brake Lining TECH(S):105268 INTERNAL  
ATW  
BRAKES ARE GOOD AT THIS TIME

JOB# 4 TOTALS  
JOB# 4 JOURNAL PREFIX FOCP JOB# 4 TOTAL 0.00

**JOB# 5 CHARGES**

LABOR  
J# 5+04FOZGTIRE GREEN Tire Tread TECH(S):105268 INTERNAL  
ATW  
TIRES ARE GOOD AT THIS TIME

JOB# 5 TOTALS  
JOB# 5 JOURNAL PREFIX FOCP JOB# 5 TOTAL 0.00

COMMENTS  
TECH TIME LEFT OFF L/OF AND ROT. PUT ON M/P LINE

TECHNICIAN CERTIFICATION  
105268 ROBERT 105268

TOTALS

Thank you for choosing Ford Lincoln of Franklin for your automotive service needs. Our goal is your COMPLETE SATISFACTION!	TOTAL LABOR....	15.00
*****	TOTAL PARTS....	24.95
Service & Parts hours:	TOTAL SUBLET....	0.00
-Monday - Friday 7:00 am - 6:00 pm	TOTAL G.O.I.G....	0.00
-Saturday 7:00 am - 2:00 pm	TOTAL MISC CHG....	0.00
Quick Lane Tire & Service Center hours:	TOTAL MISC DISC....	-39.95
-Monday - Friday 7:00 am - 6:00 pm	TOTAL TAX.....	0.00
-Saturday 7:00 am - 2:00 pm	<b>TOTAL INVOICE \$</b>	<b>0.00</b>
*****		

CUSTOMER SIGNATURE \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37084  
Phone: (615) 794-4505



CELL: [REDACTED]

CUSTOMER NO. 99767	RYAN CHARLES FULTO 100156	VEHICLE # F941	INVOICE DATE 11/05/10	FOCUS 322212
[REDACTED]	[REDACTED]	DEALER 17,256	STERLING GRV	10J030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD	DELIVERY DATE 09/19/09	DELIVERY MILE 296	
[REDACTED]	31FAHP0JG6AR	10	PRODUCTION DATE	
[REDACTED]		10/29/10		
[REDACTED]				MO: 17256

**JOB# 1 CHARGES**

LABOR				
J# 1 80FOZ121	REFINISH REPAIRS	TECH(S):771	INTERNAL	
	REFINISH MIRROR COVER			
	.6			
MISC	CODE	DESCRIPTION	CONTROL NO	
	B100	PAINT & MATERIALS		INTERNAL
			TOTAL - MISC	0.00

**JOB# 1 TOTALS**

JOB# 1 JOURNAL PREFIX	FOCB	JOB# 1 TOTAL	0.00
-----------------------	------	--------------	------

COMMENTS: SUBLET TO SERV RO # 322155

TECHNICIAN CERTIFICATION: 771 TERRY WOODARD 771

**TOTALS**

Thank you for choosing Ford-Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!

Service & Parts hours:  
- Monday - Friday 7:00 am - 6:00 pm  
- Saturday 7:00 am - 2:00 pm

Quick Lane Tire & Service Center hours:  
- Monday - Friday 7:00 am - 6:00 pm  
- Saturday 7:00 am - 2:00 pm

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
<b>TOTAL INVOICE</b>	<b>\$ 0.00</b>

CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4566



CELL: [REDACTED]

99767  
TODD BYRON WILSON 10:4058 7410 10/23/10 FOC5321853  
17,124 STERLING GRV 105030  
10/FORD/FUSION/4DR SDN I4 SEL FWD 09/19/09 296  
3 F A H P O J G 6 A R 10  
10/23/10  
MO: 17125

**JOB# 1 CHARGES**

LABOR  
J# 1 34FOZ Trim-Body Ext I TECH(S):92047 INTERNAL  
LEFT REAR TAIL LT LENS CRACKED IN QUICK LANE INSTALL SOP FRO  
M RO 319483  
TECHNICIAN REPORTS:  
REORDER PART WRONG PART FROM THE PARTS DEPT

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	0	9E5Z-13405-A	LAMP ASY - REAR 389		INTERNAL
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
				TOTAL - PARTS	0.00

JOB# 1 TOTALS  
JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

**JOB# 2 CHARGES**

LABOR  
J# 2 34FOZ01 Trim-Body Ext II TECH(S):92047 WARRANTY  
MIRROR COVER ON LEFT OUTSIDE MIRROR KEEPS FALLING OFF  
TECHNICIAN REPORTS:  
ORDERED NEW PART FOR THE MIRROR

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	0	6E5Z-17040-BP	MIRROR COVER		WARRANTY
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
				TOTAL - PARTS	0.00

JOB# 2 TOTALS  
JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

**JOB# 3 CHARGES**

LABOR  
J# 3 00FOZ99P MULTI-POINT INSP. TECH(S):92047 INTERNAL  
PERFORM MULTI-POINT INSPECTION  
TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:  
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 3 TOTALS  
JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

**JOB# 4 CHARGES**

LABOR  
J# 4+04FOZ6BATT GREEN Battery Charge TECH(S):92047 INTERNAL  
ATM  
BATTERY CHECKS GOOD AT THIS TIME.



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
 FRANKLIN, TN 37064  
 Phone: (615) 794-4665



CELL: [REDACTED]

CUSTOMER ID: 99767	NAME: TODD BYRON WILSON	DOB: 104058	SSN: 7410	DATE: 10/23/10	FOCS: FOC5321853
[REDACTED]	LABOR RATE: [REDACTED]	AMOUNT: 17,124	DATE: 09/19/09	PLATE: STERLING GRV	10J030
FRANKLIN, TN	VEHICLE: 10/FORD/FUSION/4DR SDN	[REDACTED]	DATE: 10/23/10	ESTIMATE NO: 296	PROVINCE/STATE
[REDACTED]	3 F A H P O J G G A R	[REDACTED]	DATE: 10/23/10	MO: 17125	

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----  
 JOB# 5 5104F0Z68K GREEN Brake Lining TECH(S):92047 INTERNAL  
 ATW  
 BRAKES ARE GOOD AT THIS TIME

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOC5 JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR-----  
 JOB# 6 6104F0Z6TIRE GREEN Tire Tread TECH(S):92047 INTERNAL  
 ATW  
 TIRES ARE GOOD AT THIS TIME

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX FOC5 JOB# 6 TOTAL 0.00

COMMENTS-----

CUSTOMER WAITING

TECHNICIAN CERTIFICATION-----  
 92047  92047

TOTALS-----

Thank you for choosing Ford-Lincoln of Franklin  
 for your automotive service needs.  
 Our goal is your COMPLETE SATISFACTION!!  
 \*\*\*\*\*  
 Service & Parts hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 Quick Lane Tire & Service Center hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 \*\*\*\*\*

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

CUSTOMER SIGNATURE \_\_\_\_\_  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER ID: 99767	NAME: KERRY J. POTTER	DOB: 102429	SEX: 252	DATE: 09/15/10	FOCS: 319483
FRANKLIN, TN [REDACTED]	AGE: [REDACTED]	WEIGHT: 15,706	COLOR: STERLING GRAY	MODEL: 10J030	
	TRIM: 10/PORD/FUSION/4DR SON I4 SEL FWD	DATE: 09/19/09	DELIVERY MILES: 296		
	3 P A H P O J G 6 A R [REDACTED]	DATE: 10			
		DATE: 09/13/10			
					MO: 15707

**JOB# 1 CHARGES**

**LABOR**  
J# 1 33FOZ Trim-Body Inter I TECH(S):43439 73426 WARRANTY  
CUSTOMER STATES HEADLINER IS COMING APART IN REAR  
SPEC ORDER PART  
HEADLINER COMING APART AT REAR  
REMOVED TRIM PANELS AND DRIVER FRONT SEAT PER WORKSHOP  
MANUAL. AFTERMARKET DVD PLAYERS IN SEAT HEADREST. HAD TO  
REMOVE CENTER CONSOLE TO ACCESS WIRING FOR DVD PLAYERS.  
REMOVED HEADLINER AND INSTALLED HARNESS TO NEW HEADLINER.  
REPLACED HEADLINER AND REINSTALLED AFTERMARKET HIRING.  
RETEST DVD PLAYERS-OK.

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	9N7Z-5451916-BC	HEADLINING - ROOF 5		WARRANTY
2	04747	ADHESIVE		WARRANTY
4	-W711044-5403	CLIP 2B1971		WARRANTY
			TOTAL - PARTS	0.00

JOB# 1 TOTALS ..... JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

**JOB# 2 CHARGES**

**LABOR**  
J# 2 19FOZ VC Diagnostic TECH(S):43439 WARRANTY  
CUSTOMER STATES VOLTAGE FLUCTUATING WHEN PLUGGING  
IN GPS IN POWER WINDOW OUTLET.  
UNABLE TO DUPLICATE CONCERN AT THIS TIME.

JOB# 2 TOTALS ..... LINCOLN JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

**JOB# 3 CHARGES**

**LABOR**  
J# 3 34FOZ Trim-Body Ext I TECH(S):43439 INTERNAL  
CUSTOMER STATES LEFT REAR TAILLIGHT WAS CRACKED AFTER REPL  
ON PREVIOUS VISIT  
TECHNICIAN REPORTS:  
RECEIVED INCORRECT PART-REORDERED PART

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	INTERNAL
0	9E5Z-13404-A	LAMP ASY - REAR 389		INTERNAL
PART ON SPECIAL ORDER				
** QUANTITY 1 IS SPECIAL ORDERED **				
			TOTAL - PARTS	0.00

JOB# 3 TOTALS ..... JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

**JOB# 4 CHARGES**

**LABOR**

17662378 0 05/11

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

99767	KERRY J. POTTER	102429	252	09/15/10	FOCS319483
[REDACTED]	[REDACTED]	[REDACTED]	15,706	STERLING GRV	10J030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD			09/19/09	296
[REDACTED]	3FAHP0JG6AR			10	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	09/13/10	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MO: 15707

LABOR  
**J# 4 34F0201** Trim-Body Ext II TECH(S):43439 WARRANTY  
 CUSTOMER STATES INSIDE TRUNK SEAL IS LOOSE AT REAR  
 BACKGLASS  
 REATTACHED TRUNK SEAL

JOB# 4 TOTALS.....  
 JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

LABOR  
**J# 5 32F02** Auto Trans Diag I TECH(S):43439 WARRANTY  
 CUSTOMER REQUEST RECALL 10B15 POWERTRAIN CONTROL REPROGRAMMI  
 PERFORMED RECALL 10B15

JOB# 5 TOTALS.....  
 JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

LABOR  
**J# 6 00F0Z99P** MULTI-POINT INSP. TECH(S):102082 43439 INTERNAL  
 PERFORM MULTI-POINT INSPECTION  
 TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:  
 PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 6 TOTALS.....  
 JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

LABOR  
**J# 7+00F0Z** Gas Lof Service TECH(S):102082 4.00  
 CUSTOMER REQUESTS LUBE OIL & FILTER SERVICE  
 TECHNICIAN DRAINED ENGINE OIL, REFILL WITH MOTORCRAFT 5W20  
 INSTALLED MOTORCRAFT OIL FILTER, LUBE CHASSIS AS NECESSARY  
 CHECK COOLANT, AUTO TRANS. & WASHER FLUID LEVELS  
 CHECK & CORRECT TIRE PRESSURES TO FACTORY SPECIFICATIONS  
 REPLACE OIL CHANGE REMINDER STICKER

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-SB12	FILTER ASY 516305	5.87	5.87
	6	XO-5W20-BSP	BULK OIL	3.18	19.08
			TOTAL - PARTS		24.95

MISC	CODE	DESCRIPTION	CONTROL NO	
	JMP	(98329) JM&A WILL PAY	98329	-28.95
			TOTAL - MISC	-28.95



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4685



CELL: [REDACTED]

CUSTOMER #	99767	SALES	KERRY J. POTTER	102429	252	DATE	09/15/10	FOCS	319483
FRANKLIN, TN	[REDACTED]	PRICE	15,706	STERLING	GRY	10J030			
		MODEL	10/FORD/FUSION/4DR SDN	4	SEL	FWD	09/19/09	DELIVERY	296
		PLATE	3FAHP0JG6AR				10		
		DATE					09/13/10		
									MO: 15707

JOB# 7 TOTALS		LABOR	4.00		
		PARTS	24.95		
		MISC	28.95		
JOB# 7 JOURNAL PREFIX	FOCS	JOB# 7 TOTAL	0.00		
JOB# 8 CHARGES					
LABOR					
J# 8+04FOZGBATT	GREEN Battery Charge	TECH(S):102082		INTERNAL	
	ATM BATTERY CHECKS GOOD AT THIS TIME.				
JOB# 8 TOTALS					
JOB# 8 JOURNAL PREFIX	FOCS	JOB# 8 TOTAL	0.00		
JOB# 9 CHARGES					
LABOR					
J# 9+04FOZGBK	GREEN Brake Lining	TECH(S):102082		INTERNAL	
	ATM BRAKES ARE GOOD AT THIS TIME				
JOB# 9 TOTALS					
JOB# 9 JOURNAL PREFIX	FOCS	JOB# 9 TOTAL	0.00		
JOB# 10 CHARGES					
LABOR					
J# 10+04FOZGTIRE	GREEN Tires	TECH(S):102082		INTERNAL	
	ATM TIRES ARE GOOD AT THIS TIME				
JOB# 10 TOTALS					
JOB# 10 JOURNAL PREFIX	FOCS	JOB# 10 TOTAL	0.00		
JOB# 11 CHARGES					
LABOR					
J# 11+36FOZ02	WASH EXT & WINDOWS	TECH(S):75398		INTERNAL	
	WASH EXTERIOR AND WINDOWS COMPLETED				
MISC	CODE	DESCRIPTION	CONTROL NO		
	76	COURTESY WASH		INTERNAL	
			TOTAL - MISC	0.00	
JOB# 11 TOTALS					
JOB# 11 JOURNAL PREFIX	FOCS	JOB# 11 TOTAL	0.00		
COMMENTS	516-3670				

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4665



CELL: [REDACTED]

EQUIPMENT NO <b>99767</b> FRANKLIN, TN [REDACTED]	SALES REP <b>KERRY J. POTTER</b> 102429 [REDACTED]	ACCT NO <b>252</b>	DATE <b>09/15/10</b>	FOCUS <b>FOCS319483</b>
MAKE <b>10/FORD/FUSION/4DR SON I4 SEL FWD</b>	MSRP <b>15,706</b>	COLOR <b>STERLING GRV</b>	VIN <b>10J030</b>	MILES <b>296</b>
MODEL <b>3FAHP0JG6AR</b>	DATE <b>09/19/09</b>	YEAR <b>10</b>	MONTH <b>09/13/10</b>	MO: <b>15707</b>

TECHNICIAN CERTIFICATION			
43439	MARK EVERETT	43439	
73426	JOSH DILLON	73426	
102082	THOMAS ALEXANDER	102082	
75398	SERVICE TECHNICIAN	75398	

**TOTALS**

Thank you for choosing Ford-Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!!

Service & Parts hours: -Monday - Friday 7:00 am - 6:00 pm -Saturday 7:00 am - 2:00 pm Quick Lane Tire & Service Center hours: -Monday - Friday 7:00 am - 6:00 pm -Saturday 7:00 am - 2:00 pm	TOTAL LABOR ..... 4.00 TOTAL PARTS ..... 24.95 TOTAL SUBLET ..... 0.00 TOTAL G.O.G. .... 0.00 TOTAL MISC CHG. .... 0.00 TOTAL MISC DISC ..... -28.95 TOTAL TAX ..... 0.00 <b>TOTAL INVOICE \$ 0.00</b>
---	---

CUSTOMER SIGNATURE



OFFICE





# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4586



CELL: [REDACTED]

99767	RIAN REEVES	102366	8242	08/31/10	FOCP318821
[REDACTED]	[REDACTED]	[REDACTED]	12,326	STERLING GRV	103030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD	09/19/09			296
[REDACTED]	3 F A H P O J G 6 A R	10			
[REDACTED]		08/31/10			REPRINT# 1
					MO: 12326

**JOB# 1 CHARGES**

<b>LABOR</b>				
J# 1 02FOZ02038	MT & Balance (1)Tire	TECH(S):102082		12.95
	MOUNT AND BALANCE ONE TIRE			
	MOUNT AND BALANCE (1) TIRE			
<b>PARTS</b>				
QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	9001-7326465-00	P225/45R18 365699	106.46	106.46
	DOT#H6RR-AWER-0710			
			TOTAL - PARTS	106.46
<b>MISC</b>				
CODE	DESCRIPTION	CONTROL NO		
JMP	(98329) JH&A WILL PAY	98329		119.41
			TOTAL - MISC	119.41

<b>JOB# 1 TOTALS</b>				
	LABOR			12.95
	PARTS			106.46
	MISC			119.41
JOB# 1 JOURNAL PREFIX FOCF		JOB# 1 TOTAL		0.00

COMMENTS  
COREECTION FOR RD # 317396  
PO# 17680468B

TECHNICIAN CERTIFICATION  
102082  102082

<b>TOTALS</b>				
Thank you for choosing Ford-Lincoln of Franklin for your automotive service needs. Our goal is your COMPLETE SATISFACTION!!		TOTAL LABOR	12.95	
*****		TOTAL PARTS	106.46	
Service & Parts hours:		TOTAL SUBLET	0.00	
-Monday - Friday 7:00 am - 6:00 pm		TOTAL S.O.G.	0.00	
-Saturday 7:00 am - 2:00 pm		TOTAL MISC CHG.	0.00	
Quick Lane Tire & Service Center hours:		TOTAL MISC DISC	-119.41	
-Monday - Friday 7:00 am - 6:00 pm		TOTAL TAX	0.00	
-Saturday 7:00 am - 2:00 pm		<b>TOTAL INVOICE \$</b>	<b>0.00</b>	
*****				

CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

ESTABLISHMENT# 99767	RYAN REEVES	102366	266	08/19/10	POCP317396
[REDACTED]	[REDACTED]	[REDACTED]	12,326	STERLING GRV	109030
FRANKLIN, TN	10/FORD/FUSION/4DR 5DN I4 SEL FWD	09/19/09			296
[REDACTED]	30FAHP0JG6AR	10			
[REDACTED]		08/06/10		REPRINT# 1	
					MO: 12326

JOB# 1 CHARGES

LABOR	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	PRICE
J# 1 00FO703 Works Package BASIC MAINTENANCE PLAN - MOTORCRAFT OIL & FILTER SERVICE - TOP OFF ALL FLUIDS - INSPECT BATTERY & CABLE ENDS - CHECK TIRE WEAR & CONDITION - INSPECT BRAKE LINING (DISC BRAKES ONLY) - INSPECT BELTS & HOSES - INSPECT AIR INTAKE & CABIN FILTERS - ROTATE & INSPECT 4 TIRES TECHNICIAN REPORTS: PERFORMED SERVICE					15.00
	1	FL-500-SB12	FILTER ASY 516305	5.87	5.87
	6	XO-5W20-8SP	BULK OIL	3.20	19.08
			TOTAL - PARTS		24.95
MISC	CODE	DESCRIPTION	CONTROL NO	PRICE	
	JMP (98329)	JM&A WILL PAY	98329	34.00	
	PP-9	PARTS PROMOTION		2.99	
	SP-9	SERVICE PROMOTION		2.97	
	PP-9	PARTS PROMOTION		1.56	
			TOTAL - MISC	42.51	
JOB# 1 TOTALS					LABOR 15.00 PARTS 24.95 MISC 47.51
			JOB# 1 JOURNAL PREFIX FQCP		JOB# 1 TOTAL -7.56



JOB# 2 CHARGES

LABOR	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	PRICE
J# 2 00FOZ099P MULTI-POINT INSP. PERFORM MULTI-POINT INSPECTION TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION; PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM					INTERNAL
JOB# 2 TOTALS					
			JOB# 2 JOURNAL PREFIX FQCP		JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	PRICE
J# 3 02FOZ02030 Mt & Balance (1) Tire MOUNT AND BALANCE ONE TIRE REFER TO RO 318821					WARRANTY
JOB# 3 TOTALS					
			JOB# 3 JOURNAL PREFIX FQCP		JOB# 3 TOTAL 0.00

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER #	99767	RIAN REEVES	102366	266	08/19/10	FOCP317396
FRANKLIN, TN	[REDACTED]	[REDACTED]	12,326	STERLING GRV	10J030	
		10/FORD/FUSION/4DR SDN I4 SEL FWD		09/19/09	DELIVERY MISC	296
		30FAHP0JG6AR		10	FUNCTION MISC	
				08/06/10	REPRINT# 1	
					MO: 12326	

**JOB# 4 CHARGES**

LABOR.....  
 J# 4+35F02 Accessories 1 TECH(S):1020B2 0.00  
 CHECK EXTERIOR LIGHTS AND REPLACE AS NEEDED

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	7443	IMPORT BULB	7.56	7.56
				TOTAL - PARTS	7.56

**JOB# 4 TOTALS**

PARTS 7.56  
 JOB# 4 JOURNAL PREFIX FOCP JOB# 4 TOTAL 7.56

COMMENTS.....  
 L/R TIRE ROAD HAZSRD WARRANTY

TECHNICIAN CERTIFICATION.....  
 1020B2 THOMAS ALEXANDER 1020B2

**TOTALS**

Thank you for choosing Ford-Lincoln of Franklin  
 for your automotive service needs.  
 Our goal is your COMPLETE SATISFACTION.

Service & Parts hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 Quick Lane Tire & Service Center hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm

TOTAL LABOR....	7.56
TOTAL PARTS....	7.56
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	-47.51
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

CUSTOMER SIGNATURE \_\_\_\_\_  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4685



CELL: [REDACTED]

CUSTOMER NO. 99767	KERRY J. POTTER 102429	266	08/19/10	FOCS318123
[REDACTED]	18IWHG	14,753	STERLING GRV	10J030
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN I4 SEL FWD		09/19/09	296
[REDACTED]	3 F A H P O J G 6 A R [REDACTED]		10	
[REDACTED]			08/19/10	
				MO: 14754

JOB# 1 CHARGES

LABOR  
J# 1 33F0Z Trim-Body Inter I TECH(S):75398 WARRANTY  
CUSTOMER STATES INTERIOR HEADLINER IS COMING DOWN IN REAR  
SOP PER SM  
TECHNICIAN REPORTS:  
PARTS ORDERED

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	0	9N7Z-6451916-8C	HEADLINING - ROOF 5		
PART ON SPECIAL ORDER ** QUANTITY 1 IS SPECIAL ORDERED **					
TOTAL - PARTS				0.00	

JOB# 1 TOTALS  
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR  
J# 2 19F0Z A/C Diagnosis 1 TECH(S):75398 WARRANTY  
CUSTOMER STATES A/C WILL QUIT WORKING WHEN PLUGGING GPS IN  
POWER OUTLET  
CUSTOMER TO HAVE DIAGNOSISED WHEN VEHICLE RETURNS FOR  
HEADLINER INSTALLATION

JOB# 2 TOTALS  
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR  
J# 3 6DF0Z99P MULTI-POINT INSP. TECH(S):75398 INTERNAL  
PERFORM MULTI-POINT INSPECTION  
TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:  
REFER TO RO 317396

JOB# 3 TOTALS  
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

COMMENTS

TECHNICIAN CERTIFICATION  
75398 SERVICE TECHNICIAN 75398



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

ORDER NO: 99767	KERRY J. POTTER 102429 ENG 266	DATE: 08/19/10	POCS318123
[REDACTED]	[REDACTED] 14,753	ST'ERLING GRV	10J030
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN I4 SEL FWD	09/19/09	296
[REDACTED]	3-P'AH P O J G 6 A R [REDACTED]	10	
[REDACTED]		08/19/10	
TOTALS			MO: 14754

Thank you for choosing Ford-Lincoln of Franklin for your automotive service needs. Our goal is your COMPLETE SATISFACTION!!

\*\*\*\*\*  
 Service & Parts hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 Quick Lane Tire & Service Center hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 \*\*\*\*\*

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*




LINCOLN

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER #	99767	RTAN REEVES	102366	9945	06/02/10	F0CP313689
FRANKLIN, TN	[REDACTED]	9,296	STERLING GRV	10J030	296	
		10/FORD/FUSION/4DR SDN I4 SEL FWD	09/19/09			
		3-P-A-H-P-O-J-G-6-A-R	10			
			06/02/10			REPRINT# 1

JOB# 1 CHARGES

LABOR	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
J# 1 00FOZ01010 Gas Lof Service CUSTOMER REQUESTS LUBE OIL & FILTER SERVICE REGULAR MAINTENANCE COMPLETED LUBE, OIL & FILTER SERVICE, RESET OIL LIFE MONITOR AND INSTALLED NEXT SERVICE REMINDER STICKER.					5.00
	6	XO-5W20-BSP	BULK OIL	2.75	16.50
	1	FL-500-SB12	FILTER ASY 536305	8.45	8.45
			TOTAL PARTS		24.95
MISC	CODE	DESCRIPTION	CONTROL NO		
	JMP (98329)	JM&A WILL PAY	98329		-22.00
	PP-9	PARTS PROMOTION			-3.98
	SP-9	SERVICE PROMOTION			-3.97
			TOTAL MISC		-29.95
JOB# 1 TOTALS				LABOR	5.00
				PARTS	24.95
				MISC	-29.95

JOB# 2 CHARGES

LABOR	TECH(S)	
J# 2 00FOZ099P MULTI-POINT INSPECTION PERFORM MULTI-POINT INSPECTION TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION; PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.	102051	INTERNAL
JOB# 2 TOTALS		0.00

JOB# 3 CHARGES

LABOR	TECH(S)	
J# 3+04FOZGBATT GREEN Battery Charge ATW BATTERY CHECKS GOOD AT THIS TIME.	102051	INTERNAL
JOB# 3 TOTALS		0.00

JOB# 4 CHARGES

LABOR	TECH(S)	
J# 4+04FOZGBK GREEN Brake Lining ATW BRAKES ARE GOOD AT THIS TIME	102051	INTERNAL

# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

CUSTOMER ID: 99767	RIAN REEVES	102366	9945	06/02/10	FOCP313689
[REDACTED]	[REDACTED]	9,296	STERLING GRV	10J030	
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN I4 SEL FWD		09/19/09	296	
[REDACTED]	3 FTA/H P O J G 6 A R [REDACTED]		10		
[REDACTED]			06/02/10	REPRINT# 1	
[REDACTED]					MO:

JOB# 4 TOTALS.....  
 JOB# 4 JOURNAL PREFIX FOCP JOB# 4 TOTAL 0.00  
 JOB# 5 CHARGES.....  
 LABOR.....  
 # 5-D4FOZGTIRE GREEN Tire Tread TECH(S):102051 INTERNAL  
 ATW  
 TIRES ARE GOOD AT THIS TIME  
 JOB# 5 TOTALS.....  
 JOB# 5 JOURNAL PREFIX FOCP JOB# 5 TOTAL 0.00  
 TECHNICIAN CERTIFICATION.....  
 102051 "RUSSELL" DIAL 102051

TOTALS.....  
 Thank you for choosing Ford-Lincoln of Franklin  
 for your automotive service needs.  
 Our goal is your COMPLETE SATISFACTION!!  
 \*\*\*\*\*  
 Service & Parts hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 Quick Lane Tire & Service Center hours:  
 -Monday - Friday 7:00 am - 6:00 pm  
 -Saturday 7:00 am - 2:00 pm  
 \*\*\*\*\*

TOTAL LABOR....	5.00
TOTAL PARTS....	24.95
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	24.95
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>



L I N C O L N

CUSTOMER SIGNATURE \*\*\*\*\*  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



# FORD LINCOLN OF FRANKLIN

1129 Muldresboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



*Auto Title  
Insurance*

CELL: [REDACTED]

99767	RICHARD GRAVES	98625	1363	03/13/10	FOCP309534
[REDACTED]	[REDACTED]	[REDACTED]	7,192	STERLING GRV	10J030
FRANKLIN, TN	10/FORD/FUSION/4DR SDN I4 SEL FWD			09/19/09	296
[REDACTED]	3 F A H P O J G 6 A R			10	
[REDACTED]				03/13/10	

JOB# 1 CHARGES

LABOR

J# 1 00F0Z03 Works Package TECH(S):100930 15.00

- BASIC MAINTENANCE PLAN
- MOTORCRAFT OIL & FILTER SERVICE
- TOP OFF ALL FLUIDS
- INSPECT BATTERY & CABLE ENDS
- CHECK TIRE WEAR & CONDITION
- INSPECT BRAKE LINING (DISC BRAKES ONLY)
- INSPECT BELTS & HOSES
- INSPECT AIR INTAKE & CABIN FILTERS
- ROTATE & INSPECT 4 TIRES
- TECHNICIAN REPORTS:
- PERFORMED SERVICE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	6	XO-5W20-BSP	BULK OIL	3.03	18.18
	1	FL-600-S	FILTER ASY 356106	6.77	6.77
TOTAL - PARTS					24.95

MISC	CODE	DESCRIPTION	CONTROL NO	
	JMP	(98329) JN&A WILL PAY	99767	34.00
	78	CARCARE-PARTS		3.57
	79	CARCARE-SERVICE		3.58
TOTAL - MISC				41.15

JOB# 1 TOTALS

LABOR	15.00
PARTS	24.95
MISC	41.15
<b>TOTAL</b>	<b>81.10</b>

JOB# 1 JOURNAL PREFIX FOCP JOB# 1 TOTAL 81.10

JOB# 2 CHARGES

LABOR

J# 2 00F0Z09P MULTI-POINT INSP. TECH(S):100930 INTERNAL

- PERFORM MULTI-POINT INSPECTION
- TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION;
- PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCP JOB# 2 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	ESF	ENVIRONMENTAL DISPOSAL MATERIALS		1.20
TOTAL - MISC				1.20

TECHNICIAN CERTIFICATION

100930	ANTHONY GRUNOW	100930
--------	----------------	--------



# FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.  
FRANKLIN, TN 37064  
Phone: (615) 794-4585



CELL: [REDACTED]

REGISTRATION NO. 99767	RICHARD GRAVES	98625	1363	03/13/10	F0CP309534
[REDACTED]	[REDACTED]	[REDACTED]	7,192	STERLING GRV	10J030
FRANKLIN, TN [REDACTED]	10/FORD/FUSION/4DR SDN I4 SEL FWD			09/19/09	296
[REDACTED]	3FAHPOJG6AR [REDACTED]			10	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	03/13/10	[REDACTED]

**TOTALS**

Thank you for choosing Ford-Lincoln of Franklin  
for your automotive service needs.  
Our goal is your COMPLETE SATISFACTION!!  
\*\*\*\*\*  
Service & Parts hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
Quick Lane Tire & Service Center hours:  
-Monday - Friday 7:00 am - 6:00 pm  
-Saturday 7:00 am - 2:00 pm  
\*\*\*\*\*

TOTAL LABOR....	15.00
TOTAL PARTS....	24.95
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	1.20
TOTAL MISC DISC	-41.15
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

CUSTOMER SIGNATURE \_\_\_\_\_

DUPLICATE INVOICE



LINCOLN

# Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, Ohio, Tennessee, Wisconsin, Washington, DC)

Main Office

10 North Dearborn, 3<sup>rd</sup> Floor

Chicago, Illinois 60602

www.krohnandmoss.com

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(731) 499-0686

Writer's Direct Facsimile

(888) 663-6181

Writer's Direct E-Mail

orio@westonmoss.com

Writer licensed to practice

only in:

Tennessee

November 21, 2011

Ford Motor Company  
Customer Relationship Center  
16800 Executive Plaza Drive  
PO Box 6248  
Dearborn, MI 48121

RE: [REDACTED] v. Ford Motor Company

Our Client: [REDACTED]  
Vehicle: 2010 Ford Fusion  
Date of Delivery: September 19, 2009  
VIN: 3FAHP0JC6AR [REDACTED]  
Our File No.: T110006N

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against Ford Motor Company pursuant to the Federal Magnuson-Moss Warranty Act and/or Tennessee Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENTS UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my clients' 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. Defective engine and/or transmission as evidenced by illumination of check engine light, no

- throttle response, and engine hesitation and loss of power;
2. Defective HVAC as evidenced by inoperative air conditioning;
  3. Defective electrical system as evidenced by slow or no cranking on engine start, false illumination of seat belt light; false illumination of tire pressure light, and display of rear parking assist message while in Drive;
  4. Defective interior and/or fit and finish as evidenced by sagging headliner;
  5. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my clients have had enough! Because of the inordinate amount of repairs within the applicable warranty period, my clients have justifiably lost confidence in the vehicle.

As I am sure you are aware, the "Shaken Faith" doctrine under the U.C.C. states:

"For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension."  
Zabriskie Chevrolet, Inc. v. [REDACTED]

Other courts have gone on to state that the vehicle owner that was plagued by a series of [REDACTED] minor defects which were never repaired after a number of attempts, could revoke. See [REDACTED]  
Baxter Imports.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers lament in the following manner:

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and [REDACTED] notwithstanding the seller's repeated good faith efforts to fix the car [REDACTED]

My clients' repair history clearly shows there was a breach of the written warranty "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 vehicle indefinitely in the hope that it may ultimately be made to comply with the warranty."  
[REDACTED] Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore, you are hereby notified that my clients are revoking acceptance of the vehicle and have directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for damages.

Please be advised that under U.C.C. § 2-711(3) my clients have a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the

November 21, 2011

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 Indiana 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 my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my client merely requests a full refund for the defective product, which includes the contract price, plus all sales tax, document fees, finance interest, satisfaction of all liens, the costs of any added optional equipment, any out pocket repair expenses, the unexpended portion of any registration and plates, plus payment of attorneys' fees. In return, my client will waive any incidental and consequential damages for aggravation and inconvenience at this point. Please note that 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. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

  
Egbert

Attorney at Law  
Of Counsel to Krohn & Moss, Ltd.

EE/hb





## BBB AUTO LINE PROGRAM SUMMARY

### *Ford Motor Company – Tennessee*

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

#### **AGE/MILEAGE REQUIREMENTS**

Claims covered by the Tennessee lemon law must be filed with BBB AUTO LINE within six months following the later of (1) the term of the applicable express warranty, or (2) one year following the date of the vehicle's original delivery to a consumer.

Claims not covered by the Tennessee lemon law and seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims not covered by the Tennessee lemon law and seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

#### **ELIGIBLE CLAIMS**

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

## **ELIGIBLE VEHICLES**

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the Tennessee lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Tennessee lemon law if they are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- Currently registered in Tennessee; and
- Purchased or leased in the United States and normally operated in the United States.

Unless covered by the Tennessee lemon law, the following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

## **BBB AUTO LINE REMEDIES**

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle.

## **REPAIRS/REIMBURSEMENT FOR REPAIRS**

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

## **REPURCHASE/REPLACEMENT**

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the Tennessee lemon law **or** meets the following conditions:

- The defect (s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle’s warranty start date; and
- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the Tennessee lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

**Repurchase of an Owned Vehicle**

Ford will refund the following amounts when repurchasing an owned vehicle:

1. *Full purchase price*, meaning the actual cost paid by the customer; and
2. *All collateral charges*, meaning manufacturer-installed or agent-installed items or service charges, credit life and disability insurance charges, sales taxes, title charges, license fees, registration fees, any similar governmental charges and other reasonable expenses incurred for the purchase of the motor vehicle.

**Repurchase of a Leased Vehicle**

Ford will refund the following amounts when repurchasing a leased vehicle:

*To the lessee*

1. Aggregate deposit and rental payments previously paid to the lessor for the leased vehicle;
2. Less “service fees”.

“Service fees” are the portion of any lease payment attributable to (a) an amount for earned interest calculated on the rental payments previously paid to the lessor for the leased vehicle at an annual rate equal to two points above the prime rate in effect on the date the lease was executed; and (b) any insurance or other costs expended by the lessor for the benefit of the lessee.

*To the lessor*

1. Actual purchase cost of the vehicle;
2. Freight (if applicable);
3. Accessories (if applicable);
4. Any fee paid to another to obtain the lease; and

5. 5% of the lease price;
6. Less the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle.

### Replacement

Ford will provide a "comparable motor vehicle" from dealer inventory, meaning a new motor vehicle of comparable worth to the same make and model with all options and accessories, with appropriate adjustments being allowed for any model year differences.

### Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator finds that the claim meets all elements of the Tennessee lemon law, then the **repurchase** award of an owned vehicle will be reduced, or the **replacement** award of an owned or leased vehicle will require payment, for the customer's use of the vehicle in accordance with the following formula:

$$(\text{all accrued mileage} - 100 \text{ miles}) \times \frac{1}{2} \text{ of the IRS amount allowed for business use of a personal vehicle}$$

- If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Tennessee lemon law, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase** in a claim that does **not** meet all elements of the Tennessee lemon law, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.



## **CUSTOMER RESPONSIBILITIES**

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

## **CLAIMS THAT ARE NOT ELIGIBLE**

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  - (1) maintenance and wear items not covered by the Warranty;
  - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for “off-road” use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

## **STANDARDS OF THE TENNESSEE LEMON LAW**

The following is a brief explanation of most relevant provisions of the Tennessee lemon law. The complete text of the lemon law can be found at Tenn. Code Ann. 55-24-201 through 55-24-212.

### **VEHICLES COVERED**

The Tennessee lemon law covers a passenger motor vehicle and a motorcycle that is sold in Tennessee and is subject to registration and title in Tennessee or any other state.

The Tennessee lemon law does not cover motor homes used as a dwelling place, living abode or sleeping place; garden tractors; recreational vehicles or off-road vehicles; and vehicles over 10,000 pounds gross vehicle weight.

### **CONSUMERS COVERED**

The lemon law covers the following "consumers":

1. The purchaser (other than for purposes of resale) or the lessee of a motor vehicle;
2. Any person to whom the motor vehicle is transferred during the duration of an express warranty for that vehicle; or
3. Any other person entitled by the terms of the warranty to enforce its obligations.

The lemon law covers a subsequent transferee, but does not cover any governmental entity or any business or commercial entity that registers three or more vehicles.

### **VEHICLE CONVERTERS**

The lemon law does not apply to vehicle converters.

### **PROBLEMS COVERED**

The lemon law covers any nonconformity to the warranty, defect or condition that substantially impairs the motor vehicle. This is referred to as a *nonconformity*.

"Substantially impair" is defined to mean to render a vehicle unreliable or unsafe for normal operation or to reduce its resale market value below the average resale value for comparable vehicles.

It is an affirmative defense if the manufacturer can show that the alleged nonconformity does not substantially impair the motor vehicle, or the nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of the vehicle by a consumer.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.  
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Tennessee

## **TERM OF PROTECTION**

The lemon law defines “term of protection” to mean the term of applicable express warranties or the period of one year following the date of the motor vehicle’s original delivery to a consumer, whichever comes first.

## **MANUFACTURER’S DUTY TO REPAIR**

If a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of protection, then the manufacturer, its agent or authorized dealer must correct the nonconformity. Repairs must be made even if the term of protection has expired.

## **MANUFACTURER’S DUTY TO REPURCHASE OR REPLACE A VEHICLE**

If the manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any applicable express warranty by correcting a nonconformity after a *reasonable number of attempts*, then the manufacturer must replace or repurchase the motor vehicle.

## **REASONABLE NUMBER OF REPAIR ATTEMPTS**

The Tennessee lemon law establishes a *presumption* that a reasonable number of repair attempts has been undertaken to conform the motor vehicle to the applicable express warranties if either of the following occurs:

1. The same nonconformity has been subject to repair three or more times by the manufacturer, its agents or authorized dealers during the term of protection, but the nonconformity continues to exist; or
2. The motor vehicle is out of service by reason of repair for a cumulative total of 30 or more calendar days during the term of protection.

The term of protection and the 30 day period are extended by any period during which repair services are not available because of war, invasion, strike or fire, flood or other natural disaster.

## **OPPORTUNITY TO REPAIR**

The consumer or a representative must give written notification by certified mail directly to the manufacturer of the need for correction or repair of the nonconformity. If the manufacturer’s address is not readily available in the owner’s manual or manufacturer’s warranty received by the consumer at the time of purchase, the consumer can mail the notification to an authorized dealer who will forward it to the manufacturer.

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Tennessee



If the presumption of a reasonable number of repair attempts has been met at the time of the notice, the manufacturer must be given an additional opportunity, not to exceed 10 days, to correct or repair the nonconformity.

### **DISPUTE RESOLUTION**

If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703 and with the provisions of the lemon law, and the manufacturer causes the consumer to be notified of the procedure, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure. The Tennessee Attorney General must, upon application, issue a determination whether the informal dispute settlement procedure qualifies under the lemon law.

### **TIME PERIOD FOR FILING CLAIMS**

An action must be commenced within six months following the *later* of (1) expiration of the express warranty term, or (2) one year following the date of the vehicle's original delivery to a consumer. The statute of limitations does not run for the period beginning on the date when the consumer submits a dispute to an informal dispute settlement procedure and ending on the date of the procedure's decision or the date before which the manufacturer is required by the decision to fulfill its terms, whichever is later.

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Tennessee

## REMEDIES UNDER THE TENNESSEE LEMON LAW

### REPURCHASE OF OWNED VEHICLES

The Tennessee lemon law provides that a manufacturer must pay the following amounts when it repurchases an owned vehicle under the lemon law:

1. *Full purchase price*, meaning the actual cost paid by the consumer; and
2. All *collateral charges*, meaning manufacturer-installed or agent-installed items or service charges, credit life and disability insurance charges, sales taxes, title charges, license fees, registration fees, any similar governmental charges and other reasonable expenses incurred for the purchase of the motor vehicle;
3. Less a reasonable allowance for use.

Refunds must be made to the consumer and lienholder, if any, as their interests appear.

The *reasonable allowance for use* means that amount directly attributable to use by a consumer prior to the first report of the nonconformity to the manufacturer, agent or dealer, and during any subsequent period when the vehicle is not out of service by reason of repair; plus a reasonable amount for any damage not attributable to normal wear.

A reasonable allowance for use cannot exceed one-half the amount allowed per mile by the Internal Revenue Service (Section 162 of the Internal Revenue Code), for use of a personal vehicle for business purposes, plus an amount to account for any loss to the fair market value of the vehicle resulting from damage beyond normal wear and tear unless the damage resulted from nonconformity to an express warranty.

### REPURCHASE OF LEASED VEHICLES

The Tennessee lemon law states that a manufacturer must pay the following amounts when it repurchases a leased vehicle under the lemon law:

*To the lessee*

1. Aggregate deposit and rental payments previously paid to the lessor for the leased vehicle;
2. Less "service fees".

"Service fees" are the portion of any lease payment attributable to a) an amount for earned interest calculated on the rental payments previously paid to the lessor for the leased vehicle at an annual rate equal to two points above the prime rate in effect on the date the lease was executed; and b) any insurance or other costs expended by the lessor for the benefit of the lessee.

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Tennessee

*To the lessor*

1. Actual purchase cost of the vehicle;
2. Freight (if applicable);
3. Accessories (if applicable);
4. Any fee paid to another to obtain the lease; and
5. 5% of the lease price;
6. Less the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle.

### **REPLACEMENT**

When replacing a vehicle under the Tennessee lemon law, the manufacturer must provide a "comparable motor vehicle", meaning a new motor vehicle of comparable worth to the same make and model with all options and accessories, with appropriate adjustments being allowed for any model year differences. The reasonable allowance for use appears not to apply to a replacement.

The provisions relating to replacement do not affect the interests of a lienholder. Unless the lienholder consents to the replacement of the lien with a corresponding lien on the replacement vehicle, the lienholder must be paid in full the amount due on the lien, including interest and other charges, before an exchange of motor vehicles or a refund to the consumer is made.

If the nonconforming motor vehicle was financed by the manufacturer or its subsidiary or agent, the manufacturer, subsidiary or agent must not require the consumer to enter into any refinancing agreement that would create any financial obligations beyond those imposed by the original financing agreement.

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Tennessee

DEALER 21B 015

VIN 3FAHP0JG6A [REDACTED]

	Suggested Retail Price	Invoice Amount
FUSION SEL	24330.00	22347.00
UJ 2010 MODEL YEAR		
STERLING GRAY METALLIC		
PW CHARCOAL BLK LTHR BUCKETS		
INCLUDED ON THIS VEHICLE		
.RAPID SPEC 301A	1525.00	1327.00
.MOON & TUNE VALUE PACKAGE		
.POWER MOONROOF		
.SONY SOUND SYSTEM 12-SPEAKERS		
OPTIONAL EQUIPMENT		
99G 3.0L 24V V6 DURATEC ENGINE	1610.00	1449.00
44W .6-SPD AUTO TRANSMISSION	NC	NC
P225/45R18 V-RATED TIRES		
43P REVERSE SENSING SYSTEM	295.00	257.00
64Q 18" ALUMINUM WHEELS 10-SPOKE	295.00	257.00
TOTAL OPTIONS	3725.00	3290.00
TOTAL VEHICLE & OPTIONS	28055.00	25637.00
DESTINATION & DELIVERY	725.00	725.00
TOTAL BEFORE DISCOUNTS	28780.00	26362.00
##SPECIAL ADDED DISCOUNTS#	630.00-	548.00-
TOTAL FOR VEHICLE 28150.00		
03 U.S. GAL FUEL CHARGE 8.01		
FDAF/LMDA ASSESSMENT 470.00		
SCHEDULE-B LEVEL 00000		
KEY CODES PE/FA 0297X FB		
SHIPPING WEIGHT 3314 LBS.		
TOTAL	28150.00	26292.01

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 Long-Lewis Ford Lincoln Mercur21B015 P.O. BOX 361770 Hoover AL 35236		Order Type 2	Ramp Code RS33	Batch ID M900	Price Level 025
Ship to (if other than above) 21015		Date Inv. Prepared 07 24 09	Item Number 21-Z504	Transit Days 16	
Invoice & Unit Identification NO. 3FAHP0JG6A [REDACTED]		Final Assembly Point HERMOSILLO		Finance Company and/or Bank Ford Motor Credit 000001	
Ship Through					

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
823	26292.01	25332.76	25432.76	26461.84

This invoice to be used for the billing of vehicles only

Dealers copy





**From:** [REDACTED]  
**Sent:** Thursday, January 07, 2010 2:34 PM  
**To:** [REDACTED]  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** city of naperville  
**Requesting Dealer/Fleet:** city of naperville  
**Contact Person:** [REDACTED]  
**Title:** service manager  
**Address:** [REDACTED] naperville illinois  
**Telephone:** [REDACTED]  
**Email Address:** [REDACTED]  
**PA Code:** [REDACTED]  
**Region:** chicago  
**City:** naperville  
**Dealer State:** IL  
**WSD:** 10/9/09  
**Vehicle Year:** 2010  
**Vehicle Model:** escape hybrid  
**Vehicle VIN:** 1FMCU4K35AK [REDACTED]  
**Mileage:** 1052  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** naperville  
**State:** Illinois  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]

1/8/2010

**Work Phone:** [REDACTED]  
**Customer Region:** 99 - All Regions  
**Incident Involves:** Accident  
**Date of Incident:** 01/05/2010  
**County in which incident occurred:** dupage  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** stated vehicle lurched forward after driver had depressed the brake causing vehicle to hit municipal building  
**Police Report Filed:** No  
**Insurance Company Contacted:** N  
**Insurance Company Advice:** self insured municipality  
**Coach Builder:** na  
**Coach Builder State:** AK - Alaska  
**Vehicle Location:** city of naperville maintenance facility/fair oaks ford  
**Attorney Information:** [REDACTED]  
**CVO Contact:** [REDACTED]  
**Resolution Sought Detail:** fleet requesting that vehicle be inspected to insure operating properly

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

1/8/2010











TO: [Redacted]  
Dearborn, MI [Redacted]

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, Cover Sheet, Notice, Complaint, Verification

**COURT/AGENCY:** Westmoreland County - Court of Common Pleas, PA  
Case # 54742011

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - Failure to repair and/or correct defects on a new 2010 Mercury Milan bearing vehicle identification number 3MEHMDJA5AR [Redacted]

**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Harrisburg, PA

**DATE AND HOUR OF SERVICE:** By Certified Mail on 09/12/2011 postmarked on 09/08/2011

**JURISDICTION SERVED:** Pennsylvania

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

**ATTORNEY(S) / SENDER(S):** [Redacted]  
[Redacted]  
Ambley, PA [Redacted]

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight, 797509265(1)  
Image SOP  
Email Notification, [Redacted]

**SIGNED:** [Redacted]  
**PER:** [Redacted]  
**ADDRESS:** [Redacted]  
Harrisburg, PA [Redacted]

**TELEPHONE:** [Redacted]

11091770002EF184440000

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

ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL



# KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS



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) 216-2344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9371, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 125, 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) 617-7511


PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

JACQUELINE C. HERRITY  
ROBERT A. RAPPIN  
ANGELA R. TROCCELLI  
BRIAN DAVIS  
AMY L. BENNETT  
CHRISTINA GILL ROSEMAN  
RICHARD A. SCHULER  
TARA L. PATTERSON  
W. THOMAS COMPTON  
TIMOTHY J. NEED JR.

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  
Member, CA Bar

August 30, 2011

Ford Motor Company  
c/o CT Corporation System  
116 Pine Street  
Suite 320  
Harrisburg, PA 17101

Re:  v. Ford Motor Company  
Westmoreland County Docket No.: 5474 of 2011

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, Westmoreland 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.



KIMMEL & SILVERMAN, P.C.

RAR/jh  
Enclosures



# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

Westmoreland County



For Prothonotary Use Only:

Docket No:

5474 of 2011

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

<b>Commencement of Action:</b>	
<input checked="" type="checkbox"/> Complaint	<input type="checkbox"/> Writ of Summons
<input type="checkbox"/> Transfer from Another Jurisdiction	<input type="checkbox"/> Petition
	<input type="checkbox"/> Declaration of Taking
Lead Plaintiff's Name: Denise Cline	Lead Defendant's Name: Ford Motor Company
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: <input checked="" type="checkbox"/> within arbitration limits (check one) <input type="checkbox"/> outside arbitration limits
Is this a <i>Class Action Suit</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Plaintiff/Appellant's Attorney: Robert A. Rapkin, Esquire	
<input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

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.

<p><b>TORT</b> (do not include Mass Tort)</p> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____	<p><b>CONTRACT</b> (do not include Judgments)</p> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other  <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other  <input checked="" type="checkbox"/> Other: Lemon Law	<p><b>CIVIL APPEALS</b></p> <p>Administrative Agencies</p> <input type="checkbox"/> Board of Assessment <input checked="" type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal; Other _____
<p><b>MASS TORT</b></p> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____	<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____	<p><b>MISCELLANEOUS</b></p> <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other: _____
<p><b>PROFESSIONAL LIABILITY</b></p> <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____		

Updated 1/1/2011

---IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,  
PENNSYLVANIA

[REDACTED]

CIVIL DIVISION

Plaintiff,

vs.

NO.: 5474 of 2011

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:  
Denise Cline

COUNSEL OF RECORD FOR THIS PARTY:

[REDACTED]

[REDACTED]

Ambler, PA

[REDACTED]

WRIT WAIVED

PROTESTANT OFFICE

AUG 17 2011

BY

  
CLERK

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION



Plaintiff,

vs.

FORD MOTOR COMPANY,

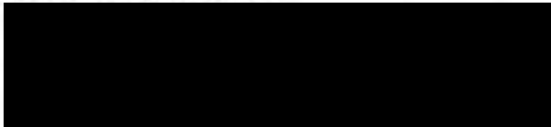
Defendant.

No.:

**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.**



Greensburg, PA



IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiff, [REDACTED] an adult individual citizen and legal resident of the [REDACTED] Latrobe, PA [REDACTED]

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 c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about September 01, 2009, Plaintiff purchased a new 2010 Mercury Milan, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3MEHM0JA5AR [REDACTED]



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 approximately \$25,000.00.

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

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

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

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

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: defective transmission and abnormal vehicle shuts off condition. True and correct copies of the repair invoices are not in Plaintiff possession, however they can be obtained from Defendant's authorized dealership.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

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

12. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

14. Bud Smail Ford Lincoln Mercury, Greensburg 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 September 01, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the 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 hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

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

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

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

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

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

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



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

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

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

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

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

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

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE**  
**PRACTICES AND CONSUMER PROTECTION LAW**

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

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

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

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

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

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

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

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

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

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

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

**WHEREFORE**, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

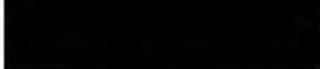
[REDACTED]


Ambler, PA 1

[REDACTED]



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

 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.



All Action Details for Issue

[Print](#)

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VIN: 3MEHM0JA5AR [REDACTED]	Year: 2010	Model: MILAN	Case: 493782000
Name: [REDACTED]	Owner Status: Original	WSD: 2009-09-22	
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone: [REDACTED]	
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED		Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

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Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT		
Dealer:		Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 045000 MI	Comm Type: MAIL	
Analyst Name:	Analyst: SYSTEM	
Action Date: 07/26/2011	Action Time: 22.14.05.427	Action Data: No

Comments DISPATCH COMPLETE

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Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3MEHM0JA5AF [REDACTED] Year: 2010 Model: MILAN Case: 493762000  
Name: [REDACTED] Owner Status: Original WSD: 2009-09-22  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone:  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT  
Dealer: 04927 J.C. LEWISFORD Origin Desc: DEALER  
Odometer: 17119 MI Comm Type: VISIT  
Analyst Name: DANIEL COO Analyst: D-COOK63  
Action Date: 07/19/2010 Action Time: 13.42.56.171 Action Data: No

Comments TECHNICAL ASSISTANCE #103901419. CUSTOMER IS A VISITING OWNER TRAVELING ON VACATION TO FL. TOOK VEHICLE TO LOCAL DEALER BEFORE THEY LEFT FOR AN INTERMITTENT STALLING CONDITION. CUSTOMER LEFT VEHICLE HERE BECAUSE THEY WERE AFRAID TO DRIVE IT ANY FURTHER. REQUESTING ASSISTANCE FOR RENTAL VEHICLE AS THEY WILL BE GONE A MINIMUM OF A WEEK. ALSO ON 2/26/2010 TRANSMISSION WAS REPLACED AT HOME TOWN DEALER.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 04927 J.C. LEWISFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 17119 MI Comm Type: OTHER  
Analyst Name: BROWN, JODY Analyst: JBROW710  
Action Date: 08/03/2010 Action Time: 09.28.55.070 Action Data: No

Comments == CSM RECEIVED E MAIL FROM DLR == SEEKING RENTAL ASSISTANCE == P&A 04927 == RO 6058645 == LINE 03 == TOTAL 270.00 == P11 CODE M03EH == DLR HAS BEEN ADVISED ==

Ford Confidential







TO: [Redacted]  
Dearborn, MI [Redacted]

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [Redacted] Pltf. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Letter, Attachment(s), Cover Sheet, Notice, Complaint, Verification

**COURT/AGENCY:** Allegheny County - Court of Common Pleas, PA  
Case # AR12003563

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2010 Ford Fusion - VIN 3FAHP0JG7A [Redacted]

**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Harrisburg, PA

**DATE AND HOUR OF SERVICE:** By Certified Mail on 06/11/2012 postmarked on 06/08/2012

**JURISDICTION SERVED :** Pennsylvania

**APPEARANCE OR ANSWER DUE:** Within 20 days - Written Appearance // 09/24/2012 at 09:00 a.m. - Hearing

**ATTORNEY(S) / SENDER(S):** [Redacted]

[Redacted]  
Ardmore, PA [Redacted]

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798494333551  
Image SOP  
E-mail to: [Redacted] ki CDZBANSK@FORD.COM

**SIGNED:** [Redacted]  
**PER:** [Redacted]  
**ADDRESS:** [Redacted]  
Harrisburg, PA [Redacted]

**TELEPHONE:** [Redacted]

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

DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG†  
LAURA L. APPELGATE  
COURTNEY L. SOFIA\*  
EDWARD S. FEUER\*

\*MEMBER OF PA AND NJ BARS  
†MEMBER OF PA AND NY BARS

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SUITE 700  
ARDMORE, PA 19003

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(856) 354-2119

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1900 ALLEGHENY BLDG.  
428 FORBES AVENUE  
PITTSBURGH, PA 15219  
412-894-9970  
FAX 412-894-9983

June 8, 2012

Ford Motor Company  
c/o CT Corporation  
116 Pine Street  
Suite 320  
Harrisburgh, PA 17101

RE:  vs Ford Motor Company  
DOCKET # AR-12-003563

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

DJG/mk  
Enclosure



**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

RECEIPT NO.: 7010 2780 0003 5215 8755

**Marie Kahlan**

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**From:** [REDACTED]  
**Sent:** Friday, June 08, 2012 2:48 PM  
**To:** [REDACTED]  
**Cc:**  
**Subject:** Filing Confirmation CaseID :TMP214982

The following electronic filings have been received by the Allegheny County Civil/Family Division. Please have this information available to check the status of these filings, or if you wish to submit exhibits by mail or fax.

Case nbr:TMP214982  
Description:Cordes vs Ford Motor Company  
Docket Type:Complaint  
Docket Number:1  
Docket Date:06/08/2012  
Docket Time:14:51:32  
Status:Pending  
Client ID:  
Company ID:  
Sheriff's Amount:\$0.00  
Civil/Family Division's Amount:\$142.50  
Total Amount:\$142.50  
Files received:  
scanned complaint.PDF

Your filings are being processed. Be advised this case is not officially filed until it is approved by Allegheny County Civil/Family Division. If approved, you will be notified via an electronic receipt and the official date and time of filing will be the date and time listed above. At that time, your credit card will be debited. In the event that this filing is not approved, your account will not be debited. Thank you for using the Civil/Family Division Electronic Filing and Retrieval System.

**Marie Kahlan**

---

**From:** [REDACTED]

**Sent:** Friday, June 08, 2012 1:56 PM

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Dockets approved confirmation CaseID :AR-12-003563

6/8/2012 Please be advised that the following case has been accepted by the Allegheny County Civil/Family Division. Temporary case number:TMP214982

Permanent case number:AR-12-003563

Description: [REDACTED] vs Ford Motor Company

Status:Approved. Docket details are as follows:

Case ID:AR-12-003563 Docket Type;COMPL

Sequence nbr:1

Amount:\$142.50

Client ID:

Company ID:0.

Filing Date:6/8/2012 Filing Time:14:51:14.



**Marie Kahlan**

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**From:**

**Sent:**

Friday, June 08, 2012 2:57 PM

**To:**

**Cc:**

**Subject:**

A hearing has been scheduled for Case Number 'AR-12-003563'  
at Allegheny County Court House on 09/24/2012 at 09:00:00 in room no. CC702



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY  
PENNSYLVANIA

COVER SHEET

Prothonotary

<p>Plaintiff(s)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Beaver, PA [REDACTED]</p>	
<p style="text-align: center;">Vs</p> <p>Defendant(s)</p> <p>FORD MOTOR COMPANY c/o CI Corporation 116 Pine Street Suite 320 Harrisburg, PA 17101</p>	<p>Case Number :</p> <p>[ ] - [ ] - [ ]</p>
	<p>Type of pleading :</p> <p>Complaint</p>
	<p>Code and Classification : 010</p>
	<p>Filed on behalf of</p> <p>[REDACTED]</p>
	<p>(Name of the filing party)</p>
	<p><input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, If Pro Se</p>
	<p>[REDACTED] :</p> <p>[REDACTED]</p> <p>Pittsburgh, PA [REDACTED]</p>
	<p>Attorney's State ID : 53084</p>
	<p>Attorney's Firm ID : _____</p>

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

\_\_\_\_\_  
PLAINTIFF

ARBITRATION DOCKET

NO. \_\_\_\_\_

VS.

HEARING DATE: \_\_\_\_\_  
Room 523 5<sup>th</sup> Floor Courthouse  
9:00 A.M.

\_\_\_\_\_  
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, 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 \_\_\_\_\_

**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.

[REDACTED]  
Attorney for Plaintiff

Pittsburgh, PA  
[REDACTED]  
[REDACTED]

Beaver, PA  
[REDACTED]

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

Ford Motor Company  
C/O CT CORPORATION  
116 PINE STREET  
SUITE 302  
HARRISBURGH PA 17101

---

**COMPLAINT**

1. Plaintiff [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 295 Market St Apt. 135, Beaver, PA 15009

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, [REDACTED] Harrisburg, [REDACTED]



### BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. Plaintiff purchased a 2010 Ford Fusion (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 3FAHP0JG7AR [REDACTED]. 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 more than \$20,000.00.

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

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

8. On or about 2011, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, ck engine light 2x. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

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

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

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

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

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

**COUNT I**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

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

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

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

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint,

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

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

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

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

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

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

**COUNT II**  
**UNIFORM COMMERCIAL CODE**

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;

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

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

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

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

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

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

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

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.



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

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

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

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

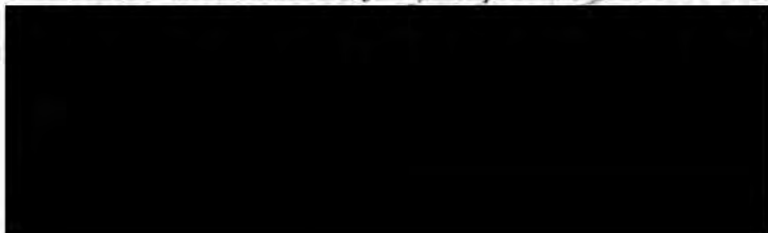
WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.



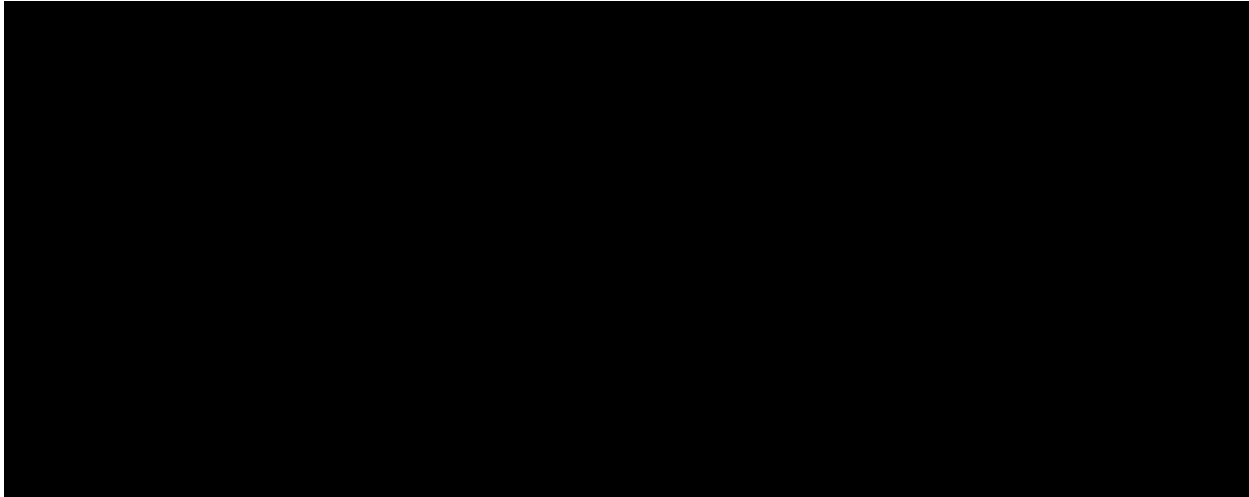
Attorney for Plaintiff

VERIFICATION

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



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



**Service of Process  
Transmittal**

09/26/2012

CT Log Number 521297294

TO:

[REDACTED]  
Dearborn, MI [REDACTED]

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED] Pltf. vs. Ford Motor Company, etc., et al., Dfts.  
**DOCUMENT(S) SERVED:** Summons, Cover Sheet, Instructions, Addendum and Statement, Complaint, Exhibit, Notice, ADR Information  
**COURT/AGENCY:** Los Angeles County - Superior Court - Hill Street, CA  
Case # BC492648  
**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Failure to repair various defects on a 2010 Ford Fusion, VIN #: 3FAHPOHA0AR [REDACTED]  
**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA  
**DATE AND HOUR OF SERVICE:** By Process Server on 09/26/2012 at 14:25  
**JURISDICTION SERVED :** California  
**APPEARANCE OR ANSWER DUE:** Within 30 days after service  
**ATTORNEY(S) / SENDER(S):** [REDACTED]  
[REDACTED]  
**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight , 799061794547  
Image SOP  
Email Notification, [REDACTED]  
**SIGNED:** [REDACTED]  
**PER:** [REDACTED]  
**ADDRESS:** [REDACTED]  
Los Angeles, CA  
**TELEPHONE:** [REDACTED]



### SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

Ford Motor Company, a Delaware Corporation, and DOES 1 Through 10, Inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Mario Covarrubias

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

CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 25 2012

Judge/Clerk  
Deputy

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

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

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

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

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

BC 492648

The name and address of the court is:

CASE NUMBER:  
(Número del Caso)

Los Angeles,

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, es):

Los Angeles, CA

Deputy  
(Adjunto)

(Fecha)

SEP 25 2012

(For proof of service of this summons)

(Para prueba de entrega de esta citación)

(SEAL)

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify): Ford Motor Company, a Delaware Corporation
  - 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):

APPLICANT OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)

Los Angeles, CA

TELEPHONE NO. FAX NO. ( ) -

ATTORNEY FOR (Name)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS

MAILING ADDRESS

CITY AND ZIP CODE: Los Angeles

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: Mario Covarrubias v. Ford Motor Company, a Delaware Corporation, et al

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)

**Counter**  **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

FOR COURT USE ONLY

**CONFORMED COPY ORIGINAL FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 25 2012

John A. [REDACTED] Clerk  
BY [REDACTED] Deputy

CASE NUMBER: **BC 492648**

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><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p><b>Contract</b></p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (08)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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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): 2

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 cases.

Date: 9-13-12

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition



SHORT TITLE [REDACTED] v. Ford Motor Company, et. al	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:  
 JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5 \_\_\_\_\_  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 5. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 2, 4
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 2, 3, 4, 8
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 3	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4.	



Non-Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 3

Employment

Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3

Contract

Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
	<input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2, 5, 6
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2, 5
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5

Real Property

Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
	<input type="checkbox"/> A6032 Quiet Title	2, 6
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6

Unlawful Detainer

Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2, 6
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6

SHORT TITLE

Covarrubias v. Ford Motor Company, et. al

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 9
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
<input type="checkbox"/> A6123 Workplace Harassment		2, 3, 9	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2, 3, 9	
<input type="checkbox"/> A6190 Election Contest		2	
<input type="checkbox"/> A6110 Petition for Change of Name		3, 7	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2, 3, 4, 8	
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	



SHORT TITLE

Covarrubias v, Ford Motor Company, et. al

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10			<b>ADDRESS</b> Cerritos Pontiac Buick 10901 East 183rd St
<b>CITY:</b> Cerritos	<b>STATE</b> CA	<b>ZIP CODE</b> 90703	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 9-13-12



**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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[Redacted]

Los Angeles, CA  
[Redacted]

CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 25 2012

John A. Cade, Executive Officer/Clerk  
BY [Redacted] Deputy

Attorneys for Plaintiff,  
[Redacted]

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

[Redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY, a Delaware  
Corporation, and DOES 1 through 10,  
inclusive,

Defendant.

Case No.:

BC 49 2648

COMPLAINT

- 1. SONG-BEVERLY ACT
- 2. MAGNUSON-MOSS ACT

*Assigned for All Purposes to the  
Honorable  
Department*

Plaintiff [Redacted], alleges as follows against Defendant, FORD  
MOTOR COMPANY, and DOES 1 through 10 inclusive, on information and belief, formed  
after an inquiry reasonable under the circumstances:

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GENERAL ALLEGATIONS

1. Plaintiff, [REDACTED] is an individual residing in the City of Los Angeles, County of Los Angeles, and State of California.

2. Defendant FORD MOTOR COMPANY is and was a Delaware corporation registered to do business in the State of California with its registered office in the City of Los Angeles, County of Los Angeles, State of California.

3. This cause of action arises out of the warranty obligations of FORD MOTOR COMPANY for a vehicle purchased by Plaintiff and for which FORD MOTOR COMPANY issued a written warranty.

4. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

6. Each Defendant whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), or employee of each other Defendant and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

7. On April 05, 2010, Plaintiff purchased a new 2010 Ford Fusion, VIN: 3FAHP0HA0AR [REDACTED] ("the vehicle"), and express warranties accompanied the sale of the vehicle to Plaintiff by which FORD MOTOR COMPANY undertook to preserve or maintain the

1 utility or performance of Plaintiff's vehicle or provide compensation if there was a failure in  
2 such utility or performance.

3 8. The vehicle was delivered to Plaintiff with serious defects and nonconformities to  
4 warranty and developed other serious defects and nonconformities to warranty including, but not  
5 limited to, various engine and transmission defects.

6  
7 FIRST CAUSE OF ACTION

8 (Violation of the Song-Beverly Consumer Warranty Act)

9 9. Plaintiff incorporates herein by reference each and every allegation contained in the  
10 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

11 10. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil  
12 Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or  
13 household purposes, and Plaintiff has used the vehicle primarily for those purposes.

14 11. Plaintiff is a "buyer" of consumer goods under the Act.

15 12. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under  
16 the Act.

17 13. The purchase agreement of the vehicle to Plaintiff was accompanied by an implied  
18 warranty that the vehicle was merchantable. The sale of the vehicle to Plaintiff was also  
19 accompanied by an implied warranty of fitness. The sales contract is attached and incorporated  
20 by its reference as Exhibit 1.

21 14. The foregoing defects and nonconformities to warranty manifested themselves within  
22 the applicable express warranty period. The nonconformities substantially impair the use, value  
23 and/or safety of the vehicle.

24 15. Plaintiff delivered the vehicle to an authorized FORD MOTOR COMPANY repair  
25 facility for repair of the nonconformities.

26 16. Defendant wrongfully denied warranty coverage for certain nonconformities.

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1 17. Defendant was unable to conform Plaintiff's vehicle to the applicable express and  
2 implied warranties after a reasonable number of repair attempts.

3 18. Defendant was unable to conform Plaintiff's vehicle to the applicable express and  
4 implied warranties after a reasonable amount of time.

5 19. Notwithstanding Plaintiff's entitlement, Defendant FORD MOTOR COMPANY has  
6 failed to either promptly replace the new motor vehicle or promptly make restitution in  
7 accordance with the Song-Beverly Consumer Warranty Act.

8 20. By failure of Defendant to remedy the defects as alleged above, or to issue a refund or  
9 replacement, Defendant is in breach of its obligations under the Act.

10 21. Plaintiff is entitled to justifiably revoke acceptance of the vehicle under the Act.

11 22. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle  
12 less that amount directly attributable to use by the Plaintiff prior to discovery of the  
13 nonconformities.

14 23. Plaintiff is entitled to all incidental, consequential and general damages resulting from  
15 Defendant's failure to comply with their obligations under the Act.

16 24. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the  
17 aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in  
18 connection with the commencement and prosecution of this action.

19 25. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two  
20 times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to  
21 comply with its responsibilities under the Act.

22 SECOND CAUSE OF ACTION

23 (Violation of the Federal Magnuson-Moss Warranty Act)

24 26. Plaintiff incorporates herein by reference each and every allegation contained in the  
25 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

26 27. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (referred to  
27 as "Mag-Moss"), 15 U.S.C. § 2301(3).  
28

1 28. Defendant, FORD MOTOR COMPANY is a "supplier" and "warrantor" as defined in  
2 the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

3 29. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. §  
4 2301(1).

5 30. In addition to the express warranty, in connection with the sale of the vehicle to  
6 Plaintiff, an implied warranty of merchantability was created under California law. The  
7 vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the  
8 vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

9 31. Defendant violated the Mag-Moss Act when it breached the express warranty and  
10 implied warranties by failing to repair the defects and nonconformities, or to replace the vehicle.

11 32. Plaintiff performed all terms, conditions, covenants, promises and obligations required  
12 to be performed on Plaintiff's part under the terms of the purchase agreement, and express  
13 warranty and implied warranty except for those terms and conditions, covenants, promises and  
14 obligations or payments for which performance and/or compliance has been excused by the acts  
15 and/or conduct of the Defendant and/or by operation of law.

16 33. As a direct and proximate result of the acts and omissions of the Defendant, Plaintiff  
17 has been damaged in the form of general, special and actual damages in an amount within the  
18 jurisdiction of this Court, according to proof at trial.

19 34. Under the Act, Plaintiff is entitled to rescission of the contract, reimbursement of the  
20 amount paid under the purchase agreement.

21 35. Plaintiff is entitled to all incidental, consequential and general damages resulting from  
22 Defendant's failure to comply with their obligations under the Mag-Moss Act.

23 36. Plaintiff is entitled under the Mag-Moss Act to recover as part of the judgment a sum  
24 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably  
25 incurred in connection with the commencement and prosecution of this action pursuant to 15  
26 U.S.C. § 2310(d)(2).

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WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and
8. For such other and further relief as the Court deems just and proper under the circumstances.

///  
///

Dated: September 13, 2012



STEVE B. MIKHOV (SBN 224676)  
CHRISTINE J. LEVIN (SBN 192181)  
Attorneys for Plaintiff,



# EXHIBIT 1

**RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_ R.O.S. Number \_\_\_\_\_ Stock Number **310604**

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

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
<b>NEW</b>	<b>2010</b>	<b>FORD FUSION</b>	<b>50</b>	<b>3FAHP0H42AR</b>	<input checked="" type="checkbox"/> Personal, family or household use <input type="checkbox"/> Business or commercial

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount of credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$_____.
<b>1.90%</b>	<b>\$ 1629.67</b>	<b>\$ 27291.29</b>	<b>\$ 28920.96</b>	<b>\$ 28920.96</b>

(a) means an estimate

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of <b>N/A</b>	<b>N/A</b>	<b>N/A</b>
One Payment of <b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>71</b> Payments	<b>401.68</b>	Monthly, Beginning <b>05/20/2010</b>
<b>N/A</b> Payments	<b>N/A</b>	Monthly, Beginning <b>N/A</b>
One Final Payment	<b>401.68</b>	<b>DUE ON 04/20/2016</b>

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

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

<b>1. Total Cash Price</b>		
A. Cash Price of Motor Vehicle and Accessories		\$ 23500.00 (A)
1. Cash Price Vehicle		\$ 23500.00
2. Cash Price Accessories		\$ N/A
3. Other (Non-taxable)		
Describe <b>N/A</b>		\$ N/A
Describe <b>N/A</b>		\$ N/A
B. Document Preparation Fee (not a government fee)		
C. Smog Fee Paid to Seller		\$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid) <b>N/A</b>		\$ N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid) <b>N/A</b>		\$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid) <b>N/A</b>		\$ N/A (F)
G. (Optional) Surface Protection Product (to whom paid) <b>N/A</b>		\$ N/A (G)
H. (Optional) Surface Protection Product (to whom paid) <b>N/A</b>		\$ N/A (H)
I. Sales Tax (on taxable items in A through H)		\$ 2205.92 (I)
J. Optional DMV Electronic Filing Fee		\$ N/A (J)
K. (Optional) Service Contract (to whom paid) <b>N/A</b>		\$ N/A (K)
L. (Optional) Service Contract (to whom paid) <b>N/A</b>		\$ N/A (L)
M. (Optional) Service Contract (to whom paid) <b>N/A</b>		\$ 435.00 (M)
N. (Optional) Service Contract (to whom paid) <b>N/A</b>		\$ N/A (N)
O. (Optional) Service Contract (to whom paid) <b>N/A</b>		\$ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to		\$ 236.92 (P)

**STATEMENT OF INSURANCE**

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

**Vehicle Insurance**

Form	Premium
\$ <b>N/A</b> Ded. Comp., Fire & Theft	<b>N/A</b> \$ <b>N/A</b>
\$ <b>N/A</b> Ded. Collision	<b>N/A</b> \$ <b>N/A</b>
Bodily Injury	\$ <b>N/A</b> / <b>N/A</b> / <b>N/A</b> \$ <b>N/A</b>
Property Damage	\$ <b>N/A</b> / <b>N/A</b> / <b>N/A</b> \$ <b>N/A</b>
Medical	<b>N/A</b> \$ <b>N/A</b>
	<b>N/A</b> \$ <b>N/A</b>
Total Vehicle Insurance Premiums	\$ <b>N/A</b>

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

You may buy the physical damage insurance this contract requires (see back for more information) which is acceptable to us. You are to \_\_\_\_\_

Buyer \_\_\_\_\_  
 Co-Buyer \_\_\_\_\_  
 Seller \_\_\_\_\_

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

**Application for Optional Credit Insurance**

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

Credit Life	Term	Exp.	Premium
	<b>N/A</b> Mo		<b>N/A</b>

Total Credit Insurance Premiums **\$ 0** **N/A (B)**

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

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

You are applying for the credit insurance marked above. Your signature below means that you agree that if you are not eligible for insurance if you have



Q. (Optional) Service Contract (to whom paid) N/A \$ N/A (O)

P. Prior Credit / Lease Balance paid by Seller to N/A \$ N/A (P)

(see downpayment and trade-in calculation on item 6)

R. (Optional) Gap Contract (to whom paid) EXPRESS AUTO \$ N/A (R)

S. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (S)

Other (to whom paid) N/A \$ N/A (S)

Total Cash Price (A through S) \$ 24,215.54 (1)

2. Amounts Paid to Public Officials

A. License Fees \$ 270.00 (A)

B. Registration/Transfer/Titling Fees \$ 100.00 (B)

C. California Title Fees \$ 175.00 (C)

D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 545.00 (2)

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

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

5. Subtotal (1 through 4) \$ 24,760.54 (5)

6. Total Downpayment

A. Agreed Trade-In Value 2008 Make FORD TRUCK \$ 11,500.00 (A)  
Model EXPLORER Color 47067  
VIN 1FMDU32E46L

B. Less: Prior Credit or Lease Balance \$ 1,325.00 (B)

C. Net Trade-In (A less B) (indicate if a negative number) \$ 10,175.00 (C)

D. Deferred Downpayment \$ N/A (D)

E. Manufacturer's rebate \$ N/A (E)

F. Other N/A \$ N/A (F)

G. Cash \$ 1,500.00 (G)

Total Downpayment (C through G) \$ 11,675.00 (6)

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

7. Amount Financed (5 less 6) \$ 13,085.54 (7)

due date for the last payment unless a different term by the insurance is shown above.

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

You want to buy the credit insurance.

Date: N/A Buyer Signature: N/A Age: N/A

Date: N/A Co-Buyer Signature: N/A Age: N/A

OPTIONAL GAP CONTRACT: A non-cancelable, debt cancellation contract, is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charges if you choose to buy a new contract. The charge is shown in item 1G of the Itemization of Amount Financed. See your gap contract for details or the terms and conditions it provides. It is a part of this contract.

Term: 72 Mos. EXPRESS AUTO GAP  
Name of Gap Contract

I want to buy N/A

Buyer Signature: [Redacted]

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

1K Company: N/A  
Term: N/A Mos. N/A Miles

1L Company: N/A  
Term: N/A Mos. N/A Miles

1M Company: N/A  
Term: 36 Mos. 30,000 Miles

1N Company: N/A  
Term: N/A Mos. N/A Miles

1O Company: N/A  
Term: N/A Mos. N/A Miles

Buyer Signature: [Redacted]

HOW THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US RELATING TO THIS CONTRACT. ANY CHANGE TO THIS CONTRACT MUST BE IN WRITING AND BOTH YOU AND WE MUST SIGN IT.

Buyer Signature: [Redacted]

Co-Buyer Signature: [Redacted]

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

Proceeds of Loan From: N/A

Amount: \$ N/A Finance Charge: \$ N/A

Total: \$ N/A Available From: N/A

Installments of \$ N/A \$ N/A

from this loan is shown in item 6D.

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

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

BUYER'S RIGHT TO CANCEL: If you and the Buyer sign here, the provisions of the Seller's Right to Cancel section of this contract will apply. If you are unable to assign this contract to a financial institution, it will apply.

Buyer: [Redacted] Co-Buyer: [Redacted]

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

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

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

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

THE BUYER [Redacted] UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

Payoff Agreement: If you trade-in a vehicle to us, the payoff amount shown in item 6B of the Itemization of Amount Financed at the "Prior Credit or Lease Balance" Seller agrees to pay the payoff amount shown in 6B to the lender or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you may pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Any assignment of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or a refund due from the Seller.

Buyer Signature: [Redacted] Co-Buyer Signature: [Redacted]

Notice to Buyer: If this contract contains any blank spaces to be filled in: (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to civil and criminal liability for such default.



1L Company N/A Term N/A Miles or N/A Miles  
 1M Company N/A Term 36 Miles or 36000 Miles  
 1N Company N/A Term N/A Miles or N/A Miles  
 1O Company N/A Term N/A Miles

**SELLER ASSISTED LOAN**  
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.  
 Proceeds of Loan From N/A  
 Amount \$ N/A Finance Charge \$ N/A  
 Total \$ N/A Payable in N/A  
 Installments of \$ N/A from this Loan is shown in item 8D.

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

**HOW TO**  
 contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it.  
 Buyer Sign X  
 Co-Buyer Sign X

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section of this contract will apply.  
 Buyer  
 Co-Buyer

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

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

**Payoff Agreement:** Seller relied on information from you and/or the lender or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 8D of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 8D to the lender or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 8D, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 8D, Seller will refund the difference to you. Buyer agrees to assign to Seller any assignment of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 8D or any amount due from the Seller.

Buyer Signature X Co-Buyer Signature X

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

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

Buyer Signature X Co-Buyer Signature X

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

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

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

Buyer Signature X Co-Buyer Signature X  
 Co-Buyer and Other Owner Signature X Address N/A  
 does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.  
 Other Owner Signature X Address N/A

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

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any payments upon the Buyer.  
 Guarantor X Date N/A Address N/A  
 Guarantor X Date N/A Address N/A

Seller Signs SOUTH BAY FORD INC. Date N/A

7. FINANCE CHARGE AND PAYMENTS

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the assumption that you will make every payment on the day it is due.
d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time.

We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses.
g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and we may cancel them to obtain refunds of unearned charges to reduce what you owe.

2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE
In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurable interest settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debit cancellation contract) will cover the gap amount may be offered for an additional charge.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission.
c. Security interest. You give us a security interest in:
- The vehicle and all parts or goods installed on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts;
- All proceeds from insurance, maintenance, service, or other contracts we finance for you.

d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may have to choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. We will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance

WARRANTIES/SELLER DISCLAIMS
If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translator: Guia para compradores de vehiculos usados. La informacion del formulario de la ventanilla de venta de este vehiculo forma parte del presente contrato. Toda disposicion en contrario contenida en el contrato de venta.

6. Applicable Law. Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. Warranties of Buyer. You promise you have given true and correct information on your credit application, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE
If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as



...all we decide to buy physical damage...  
...we either buy insurance that covers you...  
...and our interest in the vehicle, or buy insurance that...  
...covers only our interest. If we buy either type of insurance...  
...we will tell you which type and the charge you must pay. The...  
...charge will be the premium for the insurance and a finance...  
...charge equal to the Annual Percentage Rate shown on the...  
...front of this contract or a combination of the highest rate the law...  
...permits. We may also charge you an amount to reduce what you owe...  
...or repair the vehicle.

**What happens to returned insurance, maintenance service, or other contract charges.** If we get a refund of insurance, maintenance service, or other contract charges, you agree that we may subtract the refund from what you owe.

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

**a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

**b. You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

- Default means:**
- You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property;
  - The vehicle is lost, damaged, or destroyed; or
  - You break any agreements in this contract.

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

**c. You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if a check you give to us is dishonored.

**d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

**e. How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may reinstate the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you are able to do so.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays and rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or an otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection of the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given. If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

**Seller's Right to Cancel**

**a.** Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.

**b.** Seller shall give you written notice (or notify that manner in which actual notice is given to you) within 10 days of the date this contract is assigned if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give you back to you all consideration received by Seller, including any trade-in vehicle.

**c.** If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

**d.** While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

**ARBITRATION CLAUSE**

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. YOUR CHOICE OF ARBITRATION OR COURT IS FINAL AND NOT SUBJECT TO REVIEW BY A COURT.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of, or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship, (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration, and not by a court action. If Federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to opt out of this class action, and you choose

c. You may have to pay collection costs. You will pay all reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

How you can get the vehicle back if we take it from you. If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

that if Seller is unable to assign the contract to any one of the participating dealers with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract. Seller shall give you written notice, or in any other manner in which such notice is given to you) within 10 days of the date this contract is assigned if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold (reasonable wear and tear excepted). Seller must give you a copy of all consideration received by Seller, including any trade-in value.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

**ARBITRATION CLAUSE**  
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. ANY claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action, but may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 80191, Minneapolis, MN 55405-0191 ([www.arbforum.com](http://www.arbforum.com)), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)) or any other organization that you may choose, subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor/Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator hearing fee all up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is to be paid by a party in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law, notice of arbitration to document seller or creditor, when any dispute may be resolved through arbitration. You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payment or transfer of this contract. Any part of this Arbitration Clause other than waivers of class action rights is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

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

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. If not checked, Buyer will not assert a claim, any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to		(Assignee) at (address)
<input type="checkbox"/> Assigned with recourse <input type="checkbox"/> Assigned without recourse <input type="checkbox"/> Assigned with limited recourse		under the terms of Seller's agreement(s) with Assignee.
Seller		Title



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
**NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)**  
 Case Number \_\_\_\_\_

BC 492648

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Debra Katz Weintraub	47	507
Hon. Michael P. Linfield	10	631	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. John L. Segal	50	508
Hon. Richard Fruin	15	307	Hon. Abraham Khan	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleinfeld	53	513
Hon. Kevin C. Brazile	20	310	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Charles F. Palmer	33	409	Hon. Ramona See	69	621
Hon. Amy D. Hogue	34	408	Hon. Soussan G. Bruguera	71	729
Hon. Daniel Buckley	35	411	Hon. Ruth Ann Kwan	72	731
Hon. Gregory Alarcon	36	410	Hon. Teresa Sanchez-Gordon	74	735
Hon. Joanne O'Donnell	37	413	Hon. William F. Fahey	78	730
Hon. Maureen Duffy-Lewis	38	412	<b>Hon. Emilie H. Elias</b>	<b>324</b>	<b>CCW</b>
Hon. Michelle R. Rosenblatt	40	414	<b>Hon. Eliku M. Berle</b>	<b>323</b>	<b>CCW</b>
Hon. Ronald M. Sohigian	41	417	other		
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Fredrick C. Shaller	46	601			

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

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

For additional ADR information and forms visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (Civil only).

### What is ADR:

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

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

### Arbitration:

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

#### Cases for Which Arbitration May Be Appropriate

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

#### Cases for Which Arbitration May Not Be Appropriate

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

### Mediation:

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

#### Cases for Which Mediation May Be Appropriate

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

#### Cases for Which Mediation May Not Be Appropriate

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

### 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 Conference:

A settlement conference 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.



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS**

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

ALTERNATIVE DISPUTE RESOLUTION (ADR) DEPARTMENT

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act (DRPA) to provide information about the availability of local dispute resolution programs funded under DRPA. For more information regarding these programs, contact the Los Angeles County Department of Community and Senior Services Contracts Administration Office at [REDACTED]. The following is a list of the local dispute resolution programs funded in Los Angeles County.

Superior Court of California, County of Los Angeles, ADR Office [REDACTED]  
[REDACTED]

**STAFF AND VOLUNTEERS OF THE FOLLOWING AGENCIES ARE NOT EMPLOYEES OF THE SUPERIOR COURT:**

Asian-Pacific American Dispute Resolution Center [REDACTED]

California Academy of Mediation Professionals [REDACTED]

California Lawyers for the Arts, Arbitration, and Mediation Service [REDACTED]  
[REDACTED]

Center for Civic Mediation [REDACTED]

Center for Conflict Resolution [REDACTED]

Centinela Youth Services, City of Hawthorne [REDACTED]

Inland Valleys Justice Center [REDACTED]

Korean American Coalition 4.29 Dispute Resolution Center [REDACTED]

Los Angeles County Department of Consumer Affairs, Dispute Settlement Services [REDACTED]  
[REDACTED]

Loyola Law School, The Center for Conflict Resolution [REDACTED]

Norwalk Dispute Resolution Program 5 [REDACTED]

Office of the Los Angeles City Attorney Dispute Resolution Program [REDACTED]  
[REDACTED]

**THE PROGRAMS LISTED ABOVE DO NOT OFFER LEGAL ADVICE OR HELP YOU RESPOND TO A SUMMONS; HOWEVER, THEY MAY ASSIST IN RESOLVING YOUR PROBLEM THROUGH MEDIATION.**

NAME, ADDRESS, TELEPHONE, FAX, and E-MAIL:	STATE BAR NUMBER:	<i>Reserved for Clerk's File Stamp</i>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
<b>STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER:

The undersigned parties in the above-titled action stipulate to participate in the Alternative Dispute Resolution (ADR) process checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Mediation                 | <input type="checkbox"/> Neutral Evaluation                           |
| <input type="checkbox"/> Arbitration (non-binding) | <input type="checkbox"/> Settlement Conferenx                         |
| <input type="checkbox"/> Arbitration (binding)     | <input type="checkbox"/> Other ADR Process ( <i>describe</i> ): _____ |

Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney

Number of additional pages attached to this document: \_\_\_\_\_



## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [REDACTED] under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	✓ _____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	✓ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	✓ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	✓ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	✓ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	✓ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	✓ _____ (ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;



SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
    - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
  - c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
  - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
  - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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

✓

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

Date:

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

✓

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

Date:

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

✓

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

Date:

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

✓

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

Date:

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

✓

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

Date:

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

✓

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

Date:

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

✓

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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Court's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
  - Request for Informal Discovery Conference
  - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER:	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.



SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date: _____ (TYPE OR PRINT NAME)	v _____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	v _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	v _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	v _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	v _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	v _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	v _____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____	_____ JUDICIAL OFFICER
-------------	---------------------------

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA0AF [REDACTED] Year: 2010 Model: Case: 615841861  
Name [REDACTED] Owner Status: Original WSD: 2010-03-21  
Symptom Desc: AT ENGAGEMENT HARSH ENGAGEMENT Primary Phone: [REDACTED]  
Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY Secondary Phone:  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUST THAT INFORMATION WILL BE DOCUMENTED; THANK/APOLOGIZE  
Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: US CONCERN CASE BASE  
Odometer: 13000 MI Comm Type: PHONE  
Analyst Name: STANSBURY, SALEENA Analyst: SSTANSBU  
Action Date: 07/05/2011 Action Time: 17.06.22.174 Action Data: No

**Comments** CUSTOMER SAID: -VEH AT DLR SINCE 6/29/11-ABOUT A MONTH AGO THE VEH START TO HAVE A HARD SHIFTING ISSUE-TOOK VEH TO DLR-AT FIRST THEY WERE UNABLE TO DUPLICATE -DLR WAS ABLE TO FIND THE PROBLEM-DLR REPLACED A PART -IT WAS FINE FOR ABOUT 3 WEEKS -HE ISSUE CAME BACK -CUST TOOK VEH BACK TO DLR-DLR WENT ON A TEST DRIVE WITH CUST THEY WERE ABLE TO FEEL THE ISSUE-DLR ADVISED TO LEAVE VEH WITH THEM-DLR PROVIDED CUST A LOANER -CUST SAYS NO ONE FROM DLR EVER CALLS HIM BACK -CUST ALWAYS HAS TO CALL THE DLR -DLR ADVISED THERE WAS NOTHING WRONG WITH THE VEH -S/M TEST DROVE VEH ADVISED THERE IS AN ISSUE BUT THEY DO NOT KNOW WHAT IT IS DEALER SAID: SOUTH BAY FORD LINCOLN 5100 ROSECRANS AVENUE HAWTHORNE CA 90250 (888) 280-6882 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. I JUST WANT TO CONFIRM, YOUR NEXT STEPS ARE TO DISCUSS THIS REPAIR WITH YOUR S/M AT YOUR SERVICING DEALERSHIP. DID NOT ADVISE OF ABOVE

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA0AF [REDACTED] Year: 2010 Model: Case: 615841861  
Name: [REDACTED] Owner Status: Original WSD: 2010-03-21  
Symptom Desc: BUCK/JERK ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: CLP - IN - BUYBACK STATE LL Secondary Phone:  
Issue Type: 09 BUYBACK STATE LL Issue Status: CLOSED

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 00359 SOUTH BAY FORD LINCOLN

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 15440 MI Comm Type: PHONE

Analyst Name: DAUNT,CHRIS Analyst: C-DAUNT

Action Date: 11/01/2011 Action Time: 20.00.20.648 Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

Action: MOVE CASE TO CCT FOR HANDLING

Dealer: 00359 SOUTH BAY FORD LINCOLN

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 15440 MI Comm Type: PHONE

Analyst Name: DAUNT,CHRIS Analyst: C-DAUNT

Action Date: 11/01/2011 Action Time: 20.00.20.953 Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

Action: RECEIPT OF CUSTOMER LETTER RETURNED

Dealer: 00359 SOUTH BAY FORD LINCOLN

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 15440 MI Comm Type: PHONE

Analyst Name: DAUNT,CHRIS Analyst: C-DAUNT

Action Date: 11/03/2011 Action Time: 20.00.58.981 Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

Ford Confidential

Ford Confidential



Action Date: 11/02/2011 Action Time: 16.28.31.724 Action Data: Yes

Comments \*CSM MARK EXT 77749 OBC TO CUST @ [REDACTED] SPOKE TO MRS [REDACTED] ADVISED THAT AFTER REVIEW OF CASE , WE WOULD NOT BE OFFERING TO BUY VEH BACK AT THIS TIME \* CUST ASKS ABOUT TRANS CONCERN , SAYS IT IS STARTING TO JERK AGAIN BUT IF TAKEN TO DLR THEY WOULD NOT BE ABLE TO VERIFY CONCERN BECUAUSE IT DOESN'T HAPPEN ALL THE TIME, ASKS WHAT HAPPENS ONCE WARRANTY IS UP \* CSM ADVISES CUST THAT POWER TRAIN WARRANTY \$ GOOD FOR 5 YEARS /60K MILES \* CUST ASKS IF HER HUSBAND CAN CALL BACK TO CSM LATER \* CSM PROVIDES CONTACT # AND CASE # , WILL WAIT FOR CUST TO CALL

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-08-2011
TIME OF FOLLOW UP (HH:MM):	20:00

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Action: CREATE FOLLOW UP  
Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 15440 MI Comm Type: PHONE  
Analyst Name: COLL,MARK Analyst: MCOLL  
Action Date: 11/08/2011 Action Time: 15.58.00.946 Action Data: Yes

Comments \*-CSM MARK EXT 77749 , OBC TO CUST @ [REDACTED] \* LVM , GAVE CONTACT INFO AND CASE E , SET F/U FOR 11-11

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-11-2011
TIME OF FOLLOW UP (HH:MM):	20:00

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Action: CREATE FOLLOW UP  
Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 15440 MI Comm Type: PHONE  
Analyst Name: COLL,MARK Analyst: MCOLL  
Action Date: 11/11/2011 Action Time: 16.54.31.104 Action Data: Yes

Comments \*CSM MARK EXT 77749 ,OBC TO CUST @ [REDACTED] SPOKE TO MRS [REDACTED] WHO SAYS HER HUSBAND WORKS LATE AND HASN'T BEEN ABLE TO CALL CSM BACK , DOES NOT GET HOME FROM WORK UNTIL 7:00 PM PT \* CSM OFFERS TO HAVE CUST CALL BETWEEN 8:00 AND 10:00 AM PT OR ON CUST'S LUNCH BREAK IF POSSIBLE \* MRS COVARRUBIAS SAYS SHE WILL LET HER HUSBAND KNOW \* NOTE SETTING SILENT F/U TO ALLOW CUST TIME TO RESPOND

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-18-2011
TIME OF FOLLOW UP (HH:MM):	20:00

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Action: CUSTOMER DOES NOT WISH TO ADDRESS AT THIS TIME  
Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 15440 MI Comm Type: PHONE  
Analyst Name: COLL,MARK Analyst: MCOLL  
Action Date: 11/18/2011 Action Time: 18.07.34.674 Action Data: No

Comments \*CSM MARK EXT 77749 , CLOSING CASE\* CUST HAS NOT REPLIED

Comments REVIEWED REPAIR HISTORY, CUSTOMER CONCERNS AND ALL RELEVANT INFORMATION. AT THIS TIME FORD BELIEVES THE VEHICLE DOES NOT QUALIFY FOR REPURCHASE OR REPLACEMENT UNDER THE CA STATE LEMON LAW.

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Action: UPLOAD RAV ONLINE INFORMATION  
Dealer: 00359 SOUTH BAY FORD LINCOLN      Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 15440 MI      Comm Type: OTHER  
Analyst Name: KENDALL, ROBERT      Analyst: RKENDAL5  
Action Date: 10/31/2011      Action Time: 11.01.47.808      Action Data: No

Comments -DRS, BOB-SUBMITTED RAV FOR HANDLING

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Action: CUSTOMER DOES NOT QUALIFY LETTER SENT  
Dealer: 00359 SOUTH BAY FORD LINCOLN      Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES  
Odometer: 15440 MI      Comm Type: OUTBOUND MAIL-OTHER  
Analyst Name: GRAHAM, SHARON      Analyst: S-GRAH15  
Action Date: 11/01/2011      Action Time: 13.21.52.491      Action Data: No

Comments DOESN'T QUALIFY LETTER SENT FEDEX 478293549315

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Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 00359 SOUTH BAY FORD LINCOLN      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 15440 MI      Comm Type: PHONE  
Analyst Name: COLL, MARK      Analyst: MCOLL  
Action Date: 11/01/2011      Action Time: 13.35.53.700      Action Data: No

Comments \*CSM MARK EXT 77749. AFTER REVIEW OF CASE NOTES, AWS \* OBC TO DLR , LVM FOR S/M DIND, REQUESTING UPDATE ON ANY CURRENT CONCERNS/REPAIRS

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Action: CREATE FOLLOW UP  
Dealer: 00359 SOUTH BAY FORD LINCOLN      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 15440 MI      Comm Type: PHONE  
Analyst Name: COLL, MARK      Analyst: MCOLL  
Action Date: 11/01/2011      Action Time: 14.22.11.963      Action Data: Yes

Comments \*CSM MARK EXT 77749, OBC TO CUST @ [REDACTED] (TWO ATTEMPTS) NO ANSWER ,NO V/M \* NOTE SETTING SILENT F/U FOR 11-02

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-02-2011
TIME OF FOLLOW UP (HH:MM):	20:00

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Action: CREATE FOLLOW UP  
Dealer: 00359 SOUTH BAY FORD LINCOLN      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 15440 MI      Comm Type: PHONE  
Analyst Name: COLL, MARK      Analyst: MCOLL

**Analyst Name:** KENDALL ,ROBERT  
**Analyst:** RKENDAL5  
**Action Date:** 10/24/2011  
**Action Time:** 07.57.39.720  
**Action Data:** No

**Comments** -DRS, BOB-EMAILED DRP MANAGEMENT

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**Action:** BB-OBC TO DEALERSHIP  
**Dealer:** 00359 SOUTH BAY FORD LINCOLN  
**Odometer:** 15440 MI  
**Analyst Name:** KOVACS, CARMELL  
**Action Date:** 10/24/2011  
**Comm Type:** OTHER  
**Analyst:** CKOVACS5  
**Action Time:** 15.42.32.170  
**Origin Desc:** CVPI AGENTS  
**Action Data:** No

**Comments** -EMAILED SM RON KIEPKE REQUESTING ADD'L ROS NEEDED

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**Action:** BB-DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 00359 SOUTH BAY FORD LINCOLN  
**Odometer:** 15440 MI  
**Analyst Name:** JAYMIE SHEIR (JSHEIR1)  
**Action Date:** 10/25/2011  
**Comm Type:** PHONE  
**Analyst:** JSHEIR1  
**Action Time:** 14.30.50.904  
**Origin Desc:** CVPI AGENTS  
**Action Data:** No

**Comments** REQ DLR REPORT/ACCT RO'S LM FOR SM RON KIEPKE @ SOUTH BAY FORD

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**Action:** RECEIVED RO FROM SERVICE MANAGER  
**Dealer:** 00359 SOUTH BAY FORD LINCOLN  
**Odometer:** 15440 MI  
**Analyst Name:** KENDALL ,ROBERT  
**Action Date:** 10/25/2011  
**Comm Type:** OTHER  
**Analyst:** RKENDAL5  
**Action Time:** 16.00.23.221  
**Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Action Data:** Yes

**Comments** -DRS, BOB-RECEIVED DEALER REPORT

<u>Data Element Name</u>	<u>Data Value</u>
DATE RECEIVED:	10-25-2011

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**Action:** MOVE CASE TO RES FOR HANDLING  
**Dealer:** 00359 SOUTH BAY FORD LINCOLN  
**Odometer:** 15440 MI  
**Analyst Name:** KENDALL ,ROBERT  
**Action Date:** 10/25/2011  
**Comm Type:** OTHER  
**Analyst:** RKENDAL5  
**Action Time:** 16.13.43.487  
**Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Action Data:** No

**Comments** -DRS, BOB-EMAILED RES FOR REVIEW

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**Action:** MOVE CASE TO CCT FOR HANDLING  
**Dealer:** 00359 SOUTH BAY FORD LINCOLN  
**Odometer:** 15440 MI  
**Analyst Name:** ALUIA (SALUIA), SUSAN  
**Action Date:** 10/31/2011  
**Comm Type:** OTHER  
**Analyst:** SALUIA  
**Action Time:** 10.26.43.521  
**Origin Desc:** CONSUMER AFFAIRS - SMALL CLAIM  
**Action Data:** No

## All Action Details for Issue

[Print](#)

VIN: 3FAHPUHADAE [REDACTED] Year: 2010 Model: Case: 615841861  
 Name: MR [REDACTED] Owner Status: Original WSD: 2010-03-21  
 Symptom Desc: BUCK/JERK ACCELERATION Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - BUYBACK STATE LL Secondary Phone:  
 Issue Type: 09 BUYBACK STATE LL Issue Status: CLOSED

Action: RAV EVALUATION  
 Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: US CONCERN CASE BASE  
 Odometer: 15000 MI Comm Type: PHONE  
 Analyst Name: VICKERS, LISA Analyst: LVICKER6  
 Action Date: 10/19/2011 Action Time: 18.12.13.044 Action Data: No

Comments CUSTOMER SAID: -LEMON LAW-JERKING, HAVING TROUBLE ENGAGING GEARS-LOSS OF POWER-3-4 REPAIRS AT DLSHP FOR THIS ISSUE, WORKS FINE FOR ABOUT A WEEK THEN STARTS AGAIN-ISSUE IS INTERMITTENT-CUST WOULD LIKE TO INITIATE BUYBACK PROCESS-MULTIPLE REPAIRS-DEALER SAID: -SOUTH BAY FORD LINCOLN 5100 ROSECRANS AVENUE HAWTHORNE CA 90250(888) 280-6882 CRC ADVISED: YOUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S LEMON LAW GUIDELINES FOR REPLACEMENT. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER SERVICE MANAGER WITHIN 10 BUSINESS DAYS TO ASSIST YOU WITH YOUR REPAIR NEEDS AND A LETTER FROM FORD STATING THAT YOUR VEHICLE DOES NOT QUALIFY. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 15 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION NECESSARY TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU DO NOT RECEIVE A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.

Action: REQUEST RO FROM SERVICE MANAGER  
 Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
 Odometer: 15440 MI Comm Type: OTHER  
 Analyst Name: KENDALL, ROBERT Analyst: RKENDAL5  
 Action Date: 10/20/2011 Action Time: 10.05.06.822 Action Data: No

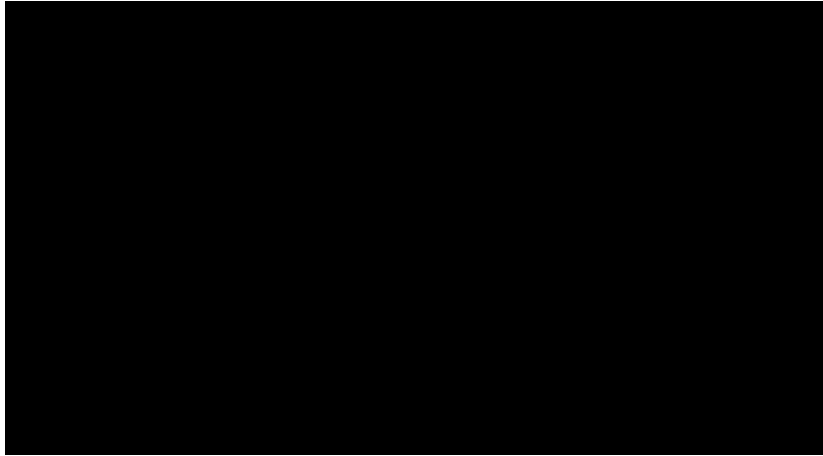
Comments -DRS, BOB-EFAX DEALER REPORT

Action: BB-OBC TO DEALERSHIP  
 Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: CVPI AGENTS  
 Odometer: 15440 MI Comm Type: PHONE  
 Analyst Name: JAYMIE SHEIR (JSHEIR1) Analyst: JSHEIR1  
 Action Date: 10/20/2011 Action Time: 14.08.58.974 Action Data: No

Comments COURTESY CALL TO SM RON KIEPKE @ SOUTH BAY FORD TO CONFIRM RECEIPT OF REQ FOR DLR REPORT/ACCT RO'S-ADVISED OF 24 HR TURN AROUND

Action: ESCALATE REQUEST FOR RO TO TL  
 Dealer: 00359 SOUTH BAY FORD LINCOLN Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
 Odometer: 15440 MI Comm Type: OTHER





**Service of Process  
Transmittal**

08/22/2012  
CT Log Number 521087901



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

**RE:** Process Served in Georgia

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

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

**TITLE OF ACTION:** [REDACTED] and Brittany Dailey, Pltfs. vs. Ford Motor Company, etc., Dft.  
**DOCUMENT(S) SERVED:** Entry of Service, Summons, Complaint, Information  
**COURT/AGENCY:** State Court of Cobb County, GA  
Case # 2012A29242  
**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - 2010 Ford Escape - VIN  
1FMCUOD78AK [REDACTED]  
**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Marietta, GA  
**DATE AND HOUR OF SERVICE:** By Process Server on 08/22/2012 at 12:23  
**JURISDICTION SERVED:** Georgia  
**APPEARANCE OR ANSWER DUE:** Within 30 days, exclusive of the day of service  
**ATTORNEY(S) / SENDER(S):** E. Scott Fortas, Esq.  
Krohn & Moss, LTD.  
10 North Dearborn Street, 3rd Floor  
Chicago, IL 60602  
312-578-9428  
**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798799179330  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM  
**SIGNED:** The Corporation Company  
**PER:** Amy McLaren  
**ADDRESS:** 328 Alexander Street  
Suite 10  
Marietta, GA 30060  
**TELEPHONE:** 800-592-9023

Civil Action No. 2012A 2924-2

State Court

Attorney's Address E. [REDACTED]

GEORGIA, COBB COUNTY

[REDACTED]

[REDACTED]

CONCORD, IL

[REDACTED]

Plaintiff

VS.

Name and Address of Party to be Served

FORD MOTOR COMPANY

[REDACTED]

Defendant

[REDACTED]

MARIETTA, GA

[REDACTED]

Garnishee

### SHERIFF'S ENTRY OF SERVICE

PERSONAL I have this day served ..... personally with a copy of the within action and summons.

NOTORIOUS I have this day served ..... by leaving a copy of the action and summons at his most notorious place of abode in this County.

NOTORIOUS Delivered same into hands of ..... described as follows age, about ..... years; weight, about ..... pounds; height, about ..... feet and ..... inches, domiciled at the residence of defendant.

CORPORATION Served ..... by leaving a copy of the within action and summons with ..... in charge of the office and place of doing business of said ..... company.

TRACK & MAIL I have this day served the above affidavit and summons on the defendant(s)/Party by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s)/Party at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) Party to answer said summons at the place stated in the summons.

NON EST Diligent search made and ..... not to be found in the jurisdiction of this Court.

**THE DEFENDANT/PARTY IS REQUIRED TO:**  
answer a Proceeding Against Tenant Holding Over on or before the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_ at the hour and place stated in the summons.

This 22 day of 08 2012

[REDACTED]

COBB COUNTY, GEORGIA

WHITE: Clerk    CANARY: Plaintiff    PINK: Defendant

IN THE STATE COURT OF COBB COUNTY  
STATE OF GEORGIA



CASE NO. 2012 A 29242

3245 cond-pd

PLAINTIFF

Vs

FORD MOTOR COMPANY

DEFENDANT

TYPE OF SUIT:		AMOUNT OF SUIT	
Account	<input type="checkbox"/>	Principal	\$ <u>15,000.00</u>
Contract	<input checked="" type="checkbox"/>	Interest	\$ _____
Note	<input type="checkbox"/>	Attys. Fees	\$ _____
Tort	<input type="checkbox"/>	Court Costs	\$ _____

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the CLERK of said court and serve upon the Plaintiff's attorney or upon Plaintiff if no attorney, to wit, whose name and address is:

E. SCOTT FORTAS, ESQ.  
KROHN & MOSS, LTD.  
10 NORTH DEARBORN STREET, 3RD FLOOR  
CHICAGO IL 60602

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. NOTE: Any corporate party served must be represented by a licensed attorney at law. (see Eckles v. Atlanta Technology Group, 267 Ga. 801)

This AUG 20 2012  
\_\_\_\_\_ (Date)



Clerk  
State Court of Cobb County

42 East Park Square, Marietta, Georgia 30090-9632

(770) 528-1220

Building B, First floor-Civil Division

A:\general\summons.doc

6-24-2002



IN THE STATE COURT OF COBB COUNTY  
STATE OF GEORGIA

COBB COUNTY, GA  
COURT OFFICE

2012 AUG 17 AM 10:05

STATE COURT CLERK  
STATE COURT CLERK

[REDACTED]  
Commerce, GA  
[REDACTED]

Plaintiffs.

vs.

FORD MOTOR COMPANY,  
The Corporation Company  
328 Alexander St., Ste. 10  
Marietta, GA 30060  
Defendant.

Civil Action No.

2012 A 29242

JURY TRIAL DEMAND

**COMPLAINT**

COMES NOW, [REDACTED] Plaintiffs in the above-styled action, by and through Plaintiffs' undersigned attorneys, and hereby files Plaintiffs' Complaint against Defendant, FORD MOTOR COMPANY and shows this Honorable Court as follows.

**STATEMENT OF JURISDICTION AND VENUE**

1. Plaintiffs, [REDACTED] (hereafter "Plaintiffs") are individuals who at all times relevant hereto have resided in the State of Georgia.

2. Defendant, FORD MOTOR COMPANY (hereafter "Manufacturer"), is a Georgia Corporation/foreign Corporation authorized to do business in the State of Georgia, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public through a system of authorized dealerships.

3. Manufacturer may be served through its registered agent: The Corporation Company,

[REDACTED] Marietta, GA [REDACTED] Manufacturer is therefore subject to the jurisdiction

of this Court.

4. Venue is proper in Cobb County, as Manufacturer's statutory agent is properly registered there or in the alternative venue is proper in Cobb County for the following additional reasons:

a. Manufacturer does business in each county in Georgia as it injects its vehicles into the stream of commerce in each county by way of distributing its vehicles to authorized dealers/agents located within each county.

b. Manufacturer advertises its vehicles for sale through a nationwide marketing program that is intended to reach consumers located within each county of Georgia.

c. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of the State of Georgia including the county wherein this lawsuit was filed.

d. Manufacturer's authorized dealers are sales and servicing agents for Manufacturer. As such, Manufacturer by and through its sales and servicing agents maintain places of business in numerous counties of the State of Georgia including the county wherein this lawsuit was filed. As the principal for its sales and servicing agents ("authorized dealers"), Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Georgia.

### STATEMENT OF FACTS

5. On or about February 27, 2010, Plaintiffs purchased a 2010 Ford Escape (VIN # 1FMCU0D78AK [REDACTED]) from Akins Ford-Lincoln-Mercury (hereafter "vehicle") for valuable consideration.

6. Plaintiffs' vehicle is manufactured and/or distributed by Manufacturer, through its authorized dealers, as described above for valuable consideration.

7. The price of the vehicle, excluding registration charges, document fees, sales tax and bank and finance charges totaled \$32,865.63.

8. In consideration for the purchase of the vehicle, Manufacturer issued and provided Plaintiffs a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet.

9. Plaintiffs took possession of the vehicle on February 27, 2010.

10. Shortly after taking possession of the vehicle, Plaintiffs experienced defects in the vehicle, including, but not limited to defects in the following components of the vehicle:

(a) Defective transmission as evidenced by vehicle jerking when goes into reverse, under accelerates at 2K rpm, and car jerks, has a harsh shift and feels like it is taking off in 2<sup>nd</sup>;

(b) Defective steering as evidenced by the squeaking in the steering wheel when turning; and

(c) Any other defects identified on the repair receipts generated by Manufacturer's authorized repair facilities/dealers.

11. The defects are items specifically covered by the terms of Manufacturer's written warranty identified above and the defects render the vehicle unfit for its ordinary purpose.

12. Manufacturer, by and through its authorized dealers, was unable to repair the vehicle

after being afforded a reasonable number of attempts or reasonable opportunity to cure the defects in the vehicle

13. As a result of the defects in the vehicle and Manufacturer's inability to repair the vehicle, Plaintiffs justifiably lost confidence in the vehicle's reliability.

14. The value of the vehicle has been substantially impaired to Plaintiffs.

15. The defects were not and could not have been reasonably discovered by Plaintiffs prior to Plaintiffs' purchase of the vehicle.

16. As a result of the defects and Manufacturer's inability to cure, Plaintiffs revoked acceptance of the vehicle.

17. At the time of revocation, the vehicle was in substantially the same condition as it was at the time of delivery except for damage caused by its own defects and ordinary wear and tear.

18. Manufacturer refused Plaintiffs' demand for revocation and the corresponding remedies to which Plaintiffs are entitled under the law.

19. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure (a) to comply with the provisions of the written warranty and (b) to provide Plaintiffs with a merchantable vehicle.

20. Specifically, in addition to the value of the vehicle being impaired due to its defect, Plaintiffs suffered aggravation and inconvenience by being forced to use and operate a vehicle fraught with a defect in addition by being forced to rearrange Plaintiffs' personal affairs to tender the vehicle for repair. Plaintiffs also were without the beneficial use of the vehicle during the time it was tendered for repair and/or unable to be operated to its fullest extent due to its defect.



**COUNT I**  
**BREACH OF WRITTEN WARRANTY**

**(Pursuant to the Magnuson-Moss Warranty Act)**

21. Paragraphs 1 through 20, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

22. Plaintiffs are consumers, as contemplated by the Magnuson-Moss Warranty Act.

23. Manufacturer is a warrantor and supplier of a consumer product, as contemplated by the Magnuson-Moss Warranty Act.

24. Plaintiffs are entitled by the terms of the written warranty provided to them by Manufacturer through its authorized dealer to enforce the obligations of said warranty.

25. Plaintiffs' vehicle was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. The warranty provided that Manufacturer would repair or replace defective parts, or take other remedial action free of charge to Plaintiffs in the event that the Vehicle failed to meet the specifications set forth in written warranty.

27. The written warranty was the basis of the bargain with respect to the contract for sale executed and entered into between Plaintiffs and Manufacturer.

28. The purchase of Plaintiffs' vehicle was induced by the written warranty, upon which Plaintiffs relied.

29. Plaintiffs have honored Plaintiffs' obligations under the warranty.

30. Manufacturer breached its obligations under the written warranty, by failing to seasonably repair the vehicle's defects after being afforded a reasonable number of attempts or reasonable opportunity to cure.

31. Plaintiffs notified Manufacturer of its breach within a reasonable period of time after discovering it by tendering the vehicle to Manufacturer's authorized dealers for repair as instructed by Manufacturer's written warranty and by providing written notification to Manufacturer.

32. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages, including, but not limited to, (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) In accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for damages and other relief.

33. Plaintiffs request attorneys' fees and show that they are entitled to attorneys' fees and costs pursuant to the fee-shifting provision of the Magnuson-Moss Warranty Act.

**WHEREFORE**, Plaintiffs pray that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiffs be awarded damages to which they are entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:
  - (i) Diminished value pursuant to O.C.G.A. § 11-2-714,
  - (ii) Incurred and/or needed costs of repair;
  - (iii) loss of use;
  - (iv) lost wages;
  - (v) aggravation and inconvenience damages;
  - (vi) any other incidental and consequential damages;
  - (vii) Reasonable attorneys' fees and costs; and
  - (ix) such other and further relief as the Court deems right and

appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**

**(Pursuant to the Magnuson-Moss Warranty Act)**

34. Paragraphs 1 through 33, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

35. The vehicle purchased by Plaintiffs is subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), and OCGA Section 11-2-314(2)(c).

36. Manufacturer contracts to sell goods. Manufacturer sells vehicles to purchasers, order component parts, and/or assemble them into final products. They are merchants with respect to the goods of the kind sold to Plaintiffs.

37. The parties' contract for sale as a matter of law implies that the vehicle is merchantable, because Manufacturer is a merchant with respect to such goods.

38. The implied warranty was breached by Manufacturer because they sold Plaintiffs a vehicle of insufficient quality. The vehicle is not fit for the ordinary purpose for which such goods are used.

39. The vehicle has failed to meet Plaintiffs' reasonable expectations.

40. The vehicle has not provided dependable transportation, and it has not been trouble-free.

41. The vehicle would not pass without objection in the trade under the contract description and does not conform to the promises or affirmations of fact made by Manufacturer.

42. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the vehicle.

43. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer damages, including those specifically identified in the foregoing paragraphs.

**WHEREFORE**, Plaintiffs pray that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiffs be awarded damages to which they are entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:
  - (i) Diminished value pursuant to O.C.G.A. § 11-2-714,
  - (ii) Incurred and/or needed costs of repair;
  - (iii) loss of use;
  - (iv) lost wages;
  - (v) aggravation and inconvenience damages;
  - (vi) any other incidental and consequential damages;
  - (vii) Reasonable attorneys' fees and costs; and
  - (viii) such other and further relief as the Court deems right and appropriate.

Pursuant to O.C.G.A. 15-12-122(c)(2), Plaintiffs request that the present case be tried by a jury.

Submitted this 13<sup>th</sup> day of April, 2012.



E. Scott Fortas, Esq.  
Georgia Bar No. 269980



Attorney for Plaintiffs  
KROHN & MOSS

[REDACTED]  
Chicago, IL  
[REDACTED]

CLERK OF THE STATE COURT OF COBB COUNTY  
CIVIL CASE INITIATION FORM

COBB COUNTY, GA  
CLERK OF SUPERIOR COURT

AND

2012 AUG 17 AM 10: 05

GENERAL CIVIL CASE FILING INFORMATION FORM

CASE NUMBER 2012 A 29242

FILED  
STATE COURT

PLEASE PRINT OR TYPE

All parties and addresses must be included. (Please attach additional sheet if necessary)

PLAINTIFF(S) (full name of plaintiff(s) and address(s))

DEFENDANT(S) (full name of defendant(s) and address(s))

[REDACTED]

FORD MOTOR COMPANY

328 ALEXANDER STREET, SUITE 10

COMMERCE GA

MARIETTA GA 30090

No. of Plaintiff's 2

No. of Defendants 1

Case Type

(Please check)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Abandoned Motor Vehicle (SA)                                       | <input type="checkbox"/> Foreclosure-Personal Property (SM) | <input type="checkbox"/> Paternity (SZ)            |
| <input type="checkbox"/> Account (SB)   | <input type="checkbox"/> Immediate Writ of Possession (SQ)  | <input type="checkbox"/> Personal Injury-Tort (TA) |
| <input checked="" type="checkbox"/> Contract (SI)   | <input type="checkbox"/> Malpractice-Tort (SS)              | <input type="checkbox"/> Products Liability (TB)   |
| <input type="checkbox"/> Discovery (TI)   | <input type="checkbox"/> Mechanics Lien (ST)                | <input type="checkbox"/> Tort-Other (TC)           |
| <input type="checkbox"/> Distress (SJ)  | <input type="checkbox"/> Medical Malpractice-Tort (SU)      | <input type="checkbox"/> Trover (TI)               |
| <input type="checkbox"/> Domestic Foreign Judgment (S)                                      | <input type="checkbox"/> Minor Settlement (SV)              | <input type="checkbox"/> Wrongful Death-Tort (TJ)  |
| <input type="checkbox"/> Enforcement of Foreign Judgment (SK)                               | <input type="checkbox"/> Note (SW)                          |  |
| <input type="checkbox"/> Disposition/Distress (SL/TT)                                       |   |  |
| <input type="checkbox"/> Garnishment (Continuing (SG), Regular (SN), Child support (SF))    |   |  |
| <input type="checkbox"/> Other Cause of Action (cite Ga. statute or give brief description) |   |  |

Does this case involve the same parties, or the same subject matter, or the same factual issues as any other case filed in this court? (Whether pending simultaneously or not.)  Yes  No

If yes, please fill out the following:

- Case Number \_\_\_\_\_
- Parties \_\_\_\_\_ VS \_\_\_\_\_
- Assigned Judge \_\_\_\_\_

ATTORNEY OR  PRO SE

(Name, Address, Phone Number and Bar Number)

E SCOTT FORTAS, KROHN & MOSS LTD.

[REDACTED]

CHICAGO IL

[REDACTED]

THIS DATA IS RELIED UPON FOR ACCURACY WHEN ENTERING INTO THE JUDICIAL SYSTEM DATABASE

# Krohn & Moss, Ltd.

GA LP  
€  
H

[REDACTED]

[REDACTED]

Chicago, IL [REDACTED]

[REDACTED]

[REDACTED]

RECEIVED

MAY 01 2012

April 26, 2012

Ford Motor Company  
Customer Relationship Center  
16800 Executive Plaza Drive  
PO Box 6248  
Dearborn, MI 48121

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2010 Ford Escape  
VIN: 1FMCU0D78AK [REDACTED]

To Whom It May Concern:

Please be advised that this office represents the above-named individuals and corporation regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Georgia Motor Vehicle Warranty Rights Act ("Lemon Law") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous defects/non-conformities with my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities/defects include, but are not limited to:

1. Defective engine as evidenced by illumination of the check engine light;
2. Defective transmission as evidenced by vehicle jerking when going into reverse, vehicle jerking during acceleration, transmission starting in 2<sup>nd</sup> gear when accelerating from a stop and harsh shift;
3. Defective steering/suspension system as evidenced by squeaking noise when turning;
4. Defective electrical system as evidenced by illumination of the TPMS light; and
5. Any additional complaints made by our clients, whether or not they are contained in your company's records or on any dealer repair orders.

The defects/non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. You are hereby notified of your Final Opportunity to Repair. Should

April 26, 2012

you elect to make a final attempt to repair any of these defects/nonconformities, please contact me directly IN WRITING within the next (7) seven days. Because of the inordinate amount of repairs, my clients have justifiably lost confidence in the vehicle.

My clients' repair history clearly shows there was a breach of the written warranty and/or implied warranty of merchantability based upon the generally accepted rule that an unsuccessful effort to remedy defects/nonconformities found to exist renders the warrantor liable.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle pursuant to the provisions of U.C.C. §2-608. My clients have directed me to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my clients will hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my clients demand return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT MY CLIENTS UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my clients merely request a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, a complaint will be filed.

Best regards,



E. Scott Fortas  
Attorney at Law

ESF/tm

cc: 



# Krohn & Moss, Ltd.

Arizona, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Texas, Wisconsin, Washington, DC

Main Office

10 N. Dearborn St., 3<sup>rd</sup> Floor

Chicago, IL 60602

www.krohnandmoss.com

GA W  
E  
W.H.

Writer's Direct Number

(404) 325-9936

Writer's Direct Facsimile

(866) 289-0898

Writer's Direct E-Mail

dfortis@consumercounsel.com

www.krohnandmoss.com

RECEIVED

MAY 01 2012

April 26, 2012

Ford Motor Company  
Customer Relationship Center  
16800 Executive Plaza Drive  
PO Box 6248  
Dearborn, MI 48121

RE: [REDACTED] Dailey v. Ford Motor Company

Vehicle: 2010 Ford Escape

VIN: 1FMCUOD78AK [REDACTED]

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

MAY 02 2012

To Whom It May Concern:

OFFICE OF THE  
GENERAL COUNSEL

Please be advised that this office represents the above-named individuals and corporation regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Georgia Motor Vehicle Warranty Rights Act ("Lemon Law") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous defects/non-conformities with my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities/defects include, but are not limited to:

1. Defective engine as evidenced by illumination of the check engine light;
2. Defective transmission as evidenced by vehicle jerking when going into reverse, vehicle jerking during acceleration, transmission starting in 2<sup>nd</sup> gear when accelerating from a stop and harsh shift;
3. Defective steering/suspension system as evidenced by squeaking noise when turning;
4. Defective electrical system as evidenced by illumination of the TPMS light; and
5. Any additional complaints made by our clients, whether or not they are contained in your company's records or on any dealer repair orders.

The defects/non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. You are hereby notified of your Final Opportunity to Repair. Should



ACCEPTANCE OR REJECTION OF DECISION

Date: 07/10/12

Case Number: FRD1220962

Customer: [REDACTED]

State: GA

Business: Ford Motor Company

Mfr-Info: 6700 GA 1FMCU0D78AK [REDACTED]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

**Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.**

Please check one of the following.

\_\_\_\_\_ I ACCEPT THE ARBITRATION DECISION. I understand this means:

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

\_\_\_\_\_ I REJECT THE ARBITRATION DECISION. I understand this means:

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

Signature(s) of Titled Owner(s): \_\_\_\_\_

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

[REDACTED]



## Denial Decision

Submitted Date: 07/09/12

FRD1220962

VIN: 1FMCU0D78AK [REDACTED]

Customer: [REDACTED] Hearing Date: 07/03/12

Arbitrator: Janet T. Grimes

### Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied.

Repurchase

CASE: FRD1220962  
[REDACTED]

Customer: [REDACTED]

Date: 07/09/12



## Reasons for Decision

Submitted Date: 07/09/12

FRD1228962

VIN: 1FMCU0D78AK [REDACTED]

Customer: [REDACTED] - Hearing Date: 07/03/12

Arbitrator: Janet T. Grimes

### Question 1

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

denial of a repurchase

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

The non conformity of the transmission jerking when going into reverse, vehicle jerking while acceleration, transmission starting in 2nd gear when accelerating from a stop and harsh shift was not demonstrated during the test drive. The test drive consisted of several inclines, including stop signs and stop lights; the jerking during acceleration was not duplicated nor was the harsh shifting duplicated. In addition, the jerking when going into reverse (from park and reverse to drive reverse and park) was not duplicated when the brakes were properly applied. The test drive consisted of numerous times (approximately 15 times of shifting the gears from park to reverse to drive and drive to reverse and park). During the test drive one incident the consumer shift the gears without applying the brakes, the vehicle did jerk. However the jerking was contributed to the of shifting the gears without properly applying the brakes. After, the single incident, the test drive continued with the shifting of the gears and with the brakes properly applied. The non conformity was not duplicated.

There was no serious safety defect or condition that substantially impaired the use, value or safety as outlined in the Lemon Law provisions. The consumer continued to operate and use the vehicle after the initial repair attempt by the manufacturer authorized dealer as evident with the odometer(odom) readings on the vehicle:

DATE	INVOICE	ODOM
11/01/10	W52218	16,329
02/14/11	W63074	24,127
03/17/11	W65940	26,080
08/19/11	W84558	37,489

In addition, on the day of the test drive (07/03/12) the odometer reading was 61, 327 miles on the odometer.

The vehicle was not out of service a cumulative total of 30 days for one or more non conformities.

It is not clear if the consumer followed the procedures outlined for a manufacturer's right to final opportunity to repair under the Lemon Law. The correspondence from the consumer's attorney (dated 04/26/12) referenced notifying of the "final opportunity to repair" however the delivery method was not evident. There was no certified mail return receipt requested or statutory overnight delivery documentation enclosed with the documents provided by the consumer. (see question #4 response)

The problem of the electrical was repaired as evident by the invoice number W46509, dated 02/19/10. The consumer stated during the test drive it was corrected and does not exist now.



The problem of the recall was repaired as evident by the invoice number C50658, dated 05/31/10. The consumer stated that during the test drive it was corrected and does not exist now.

The problem of the steering was repaired as evident by the invoice number W52218 dated 11/01/10. The consumer stated that during the test drive it was corrected and does not exist now.

**Question 2**

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

N/A

**Question 3**

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

29

**Question 4**

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

No

**Question 5**

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

61323

**CASE: FRD1220962**  
Arbitrator: Janet T. Grimes

Customer: [REDACTED]  
Date: 07/09/12



**BBB AUTO LINE**

June 22, 2012

[REDACTED]  
LITHONIA GA [REDACTED]

Re: revlt 26299 FRD1220962 [REDACTED] vs Ford Motor Corporation  
1FMCU0D78AK [REDACTED]

Dear Ms. Grimes:

Please review the enclosed revised document.

Please call me at [REDACTED] if you have any questions or if I can be of help.

Sincerely,

Edith Newton at Extension [REDACTED]

[REDACTED]



**BBB AUTO LINE**

June 22, 2012

BBB OF METRO ATLANTA ATHENS & NE GEORGIA  
503 OAK PLACE #590  
ATLANTA GA 303490000

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AK [REDACTED]

Please review the enclosed revised document.

Please call me at [REDACTED] if you have any questions or if I can be of help.

Sincerely,

Edith Newton at Extension 512

[REDACTED]



**BBB AUTO LINE**

June 22, 2012

[REDACTED]  
MELBOURNE FL [REDACTED]

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AK [REDACTED]

Dear Madam/Sir:

Please review the enclosed revised document,

Please call me at [REDACTED] if you have any questions or if I can be of help.

Sincerely,

Edith Newton at Extension 512

[REDACTED]





**BBB AUTO LINE**

June 22, 2012

[REDACTED]  
CHICAGO IL [REDACTED]

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AK [REDACTED]

Dear Mr. [REDACTED] C/O E. Scott Fortas:

Please review the enclosed revised document.

Please call me at [REDACTED] if you have any questions or if I can be of help.

Sincerely,

Edith Newton at Extension 512

[REDACTED]



**BBB AUTO LINE**

AGREEMENT TO ARBITRATE

Date: 06/22/2012

Case Number: FRD1220962

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 GA 1FMCU0D78AK [REDACTED]

**\*\* REVISED \*\***

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

Model : Escape

Year : 2010

All parties named above submit to arbitration the following:

- \* Electrical
- \* Recall
- \* Transmission
- \* Steering

The parties have come to agreement on the following:

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

Consumer : Repurchase

Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:

Purchase price: (reflects the deduction of a rebate, if applicable)

- \*
- \*
- \*
- \*
- \*

(\* Indicates additional remedies that can only be included if a lemon law repurchase is awarded )

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

[REDACTED]





**BBB AUTO LINE**

June 21, 2012

[REDACTED]

MELBOURNE FL [REDACTED]

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AM [REDACTED]

Dear Madam/Sir:

Enclosed are:

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

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

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

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

Sincerely,

Edith Newton at Extension 512

[REDACTED]





3. Witnesses for Company

*Name of Witness*

*Summary of Relevant and Material Testimony*

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4. Impartial technical expert or other witnesses

*Name of Witness*

*Summary of Relevant and Material Testimony*

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5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)



## BBB AUTO LINE

June 21, 2012

[REDACTED]  
CHICAGO IL 6 [REDACTED]

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AK [REDACTED]

Dear Mr. Richard Dailey C/O E. Scott Fortas:

Enclosed are:

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

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

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

If you have any questions, please contact me at 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512

[REDACTED]



## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: Mr. [REDACTED]

Case Number: FRD1220962

---

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

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

#### Arbitrator Information

**Arbitrator's Name:** Janet Grimes

**Arbitrator's Occupation:**

Revenue Officer w/IRS; ensure voluntary compliance of tax laws.

**Arbitrator's Biography:**

Janet Grimes has had experience in the dispute resolution field since 1994. For the past two years, she has conducted arbitration hearings for the BBB AUTO LINE. She renders her decisions based on the facts and evidence presented by each party. She has no vested interest in the outcome of each hearing, therefore she can remain objective and neutral during the process.

Council of Better Business Bureaus, Inc.

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## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: Mr [REDACTED]

Case Number: FRD1220962

---

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

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#### **Arbitrator Information**

**Arbitrator's Name:** Janet Grimes

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Revenue Officer w/IRS; ensure voluntary compliance of tax laws.

**Arbitrator's Biography:**

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[REDACTED]

---



## BBB AUTO LINE

**NOTICE OF INSPECTION/TEST DRIVE ONLY**  
**ALL TESTIMONY SUBMITTED IN WRITING ONLY**  
**NO ORAL ARGUMENTS WILL BE PRESENTED**

Date: 06/21/12

Case Number: FRD1220962

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr Info: 6700 GA 1FMCU0D78AK [REDACTED]

Arbitrators: Ms. Janet T. Grimes

Inspection Date, Time, Place: 07/03/12 10:00 a.m. EST

[REDACTED]  
Atlanta, GA

Hearing Site Phone: [REDACTED]

AUTOLINE Director Phone: [REDACTED]

### INSTRUCTIONS

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

# Directions To Better Business Bureau

Listed below are directions from I-75. These directions should be accessible to those traveling from both I-20 and I-285.

## From the North

Take 75 South to the Riverdale/GA Highway 85 exit [REDACTED]  
Go to the second traffic light and make a right into [REDACTED] Atlanta South Office Park.  
Turn at the third entrance on your right (5 [REDACTED] bear to the left and wind around to the very back of the office park. We are in [REDACTED]

## From the South

Take 75 North to the Farmers Market exit [REDACTED]  
Go to the Stop sign and make a left onto Forest Parkway  
Go to the first traffic light and make a left onto GA Highway 85.  
Turn right at the next traffic light into the Atlanta South Office Park.  
Make another right at the third entrance [REDACTED] bear to the left and wind around to the very back of the office park. We are in suit [REDACTED]



Better Business Bureau

[REDACTED]  
College Park, Georgia  
[REDACTED]

0443 - 07/22/2003

# Directions To Better Business Bureau

Listed below are directions from I-75. These directions should be accessible to those traveling from both I-20 and I-285.

## From the North

Take 75 South to the Riverdale/GA Highway 85 exit (237-A)

Go to the second traffic light and make a left onto Forest Parkway South Office Park.

Turn at the third entrance on your right. Turn left to the left and wind around to the very back of the office park. We are in [REDACTED]

## From the South

Take 75 North to the Farmers Market exit [REDACTED]

Go to the Stop sign and make a left onto Forest Parkway

Go to the first traffic light and make a left onto GA Highway 85.

Turn right at the next traffic light into the Atlanta South Office Park.

Make another right at the third entrance [REDACTED] to the left and wind around to the very back of the office park. We are in [REDACTED]



To Better Business Bureau

[REDACTED]  
College Park, Georgia [REDACTED]

0443 - 07/22/2003



[REDACTED]

Augusta, GA

[REDACTED]

[REDACTED]

HSR 0743-1 - 09/07/05



## BBB AUTO LINE

June 18, 2012

[REDACTED]  
CHICAGO IL [REDACTED]

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AK [REDACTED]

Dear Mr. Richard [REDACTED] C/O E. Scott Fortas:

We have made two attempts to contact you by telephone to discuss your case. We need to hear from you before we can proceed. Please call the BBB as soon as possible at [REDACTED]

The BBB AUTO LINE program operates in accordance with federal regulations that require us to complete each case within 40 days. Your help is necessary in order to move ahead. If we do not hear from you **within seven days** from the date on this letter, we will have to close your case.

If your case is closed, and you later decide to pursue your case through the BBB AUTO LINE program, a new case will be opened. If a new case is filed, we will make a new eligibility determination based on the manufacturer Program Summary guidelines in effect at that time.

We look forward to helping you in the resolution of your claim and await your call.

Sincerely,

Edith Newton at Extension 512

[REDACTED]



**BBB AUTO LINE**

June 15, 2012

[REDACTED]  
CHICAGO IL [REDACTED]

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AK [REDACTED]

Dear Mr. [REDACTED] C/O E. Scott Fortas:

Enclosed is the manufacturer's written position. You have the opportunity to comment on the written position before it is forwarded to the arbitrator. Please read the enclosed and forward your comments to us so that we receive them **within four days** from the date of this letter.

After this time period both parties' initial positions and any comments received will be forwarded to the arbitrator for a decision to be rendered in this case. Only those responses submitted on time will be forwarded to the arbitrator.

If you have any questions, please contact me at [REDACTED]. You may either mail your position to our office at [REDACTED] Arlington, Virginia [REDACTED].

Sincerely,

Edith Newton at Extension 512

[REDACTED]



### MANUFACTURER RESPONSE FORM

Will participate - In Writing  By Phone

Case Number: FRD1220962

Customer Name: [REDACTED] c/o E. Scott Fortas

State: Georgia

VIN: 1FMCU0D79AK [REDACTED]

Warranty Start Date: 02/27/10

Vehicle year/model: 2010 Escape

Current mileage: 59,009

Purchased:  New  Used (mileage and date of purchase)  Leased (terms of lease)

This claim is:  IN BTB Warranty  IN Diesel Warranty  IN Powertrain Warranty  Out of All Warranties

Extended Service Plan:  NO  YES

#### **SETTLEMENT INFORMATION**

What, if anything, was offered to the customer to settle this dispute?

N/A

Please indicate the customer's response below:

The customer rejected the offer on \_\_\_\_/\_\_\_\_/\_\_\_\_

The customer has not indicated a response to the offer.

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

- **Electrical**
- **Recall**
- **Transmission**
- **Steering**

#### **MANUFACTURER'S POSITION:**

Ford Motor Company respectfully recommends that the customer's request for a repurchase, plus attorney fees, be denied. It is Ford's position that this vehicle has not received a substantial number of repairs for a single non-conformity, nor has the unit been out of service for an extended amount of time. The issues listed on the Agreement to Arbitrate have not *substantially* impaired the safety, value, and/or use of the vehicle, and therefore, Ford feels it does not meet presumption of the Georgia State Lemon Law for a repurchase award. Furthermore, it is beyond the scope and jurisdiction of the BBB Auto Line Program to include attorney fees in any rendered decision.

We note that this vehicle currently has over 59K miles on it, placing it beyond the bumper-to-bumper warranty. The only applicable warranty remaining on the vehicle is the 5 years/60K miles Powertrain Warranty which covers the engine, transmission, and driveline; the remaining alleged concerns are no longer covered by a manufacturer's warranty.



Having said that, it is our position that this claim is only eligible for repairs and not eligible for a repurchase award. We are respectfully seeking a denial in response to the consumer's request.

**DOCUMENTATION PROVIDED**

- Technical Service Bulletins
- Recall Notices
- Ford Field Service Engineer Report
- Dealer Report
- Other: \_

List amount of any over allowance /negative equity: \$ N/A

To: [REDACTED]

BBB AUTO LINE

Fax: 703.247.9700

Completed by: Teresa Pontillo Date: 06/15/12

\_\_\_\_\_ [REDACTED]



## BBB AUTO LINE

### AGREEMENT TO ARBITRATE

Date: 06/07/2012

Case Number: FRD1220962

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 GA 1FMCU0D78AK [REDACTED]

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

Model : EscapeYear : 2010

All parties named above submit to arbitration the following:

- \* Electrical
- \* Recall
- \* Transmission
- \* Steering

The parties have come to agreement on the following:

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

Consumer : RepurchaseManufacturer :

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are: Purchase price: (reflects the deduction of a rebate, if applicable)\*\*\*\*\*

(\* Indicates additional remedies that can only be included if a lemon law repurchase is awarded )

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

Council of Better Business Bureaus, Inc.



## BBB AUTO LINE

June 7, 2012



MELBOURNE FL [REDACTED]

Re: FRD1220962 [REDACTED] vs Ford Motor Corporation 1FMCU0D78AK [REDACTED]

Dear Madam/Sir:

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

Enclosed please find the following information:

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

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

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

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



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

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

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

If you have any questions, please contact me at [REDACTED]. Please fax your position to [REDACTED].

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

Sincerely,

Edith Newton at Extension 512



**BBB AUTO LINE  
Customer Claim Form**

Case number: FRD1220962  
Contact Date: 06/06/12  
Start Date: 06/07/12

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

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax: [REDACTED]	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Escape	Year: 2010	Current mileage: 59009
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Akins Ford, Athens, GA			
Primary Servicing dealer/city/state: UNKNOWN,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 02/27/10		Mileage at purchase/lease:	
First repair attempt date: 05/31/10		First repair attempt mileage: 5981	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no			Date of accident: 06/01/11
Description of damage: Cracked front bumper			

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

vehicle Repurchase plus attorneys fees.

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

<b>VEHICLE IDENTIFICATION NUMBER</b> 1FMCU0D78AK [REDACTED]
Lienholder/Leasing Company _____ Phone Number _____
Account Number _____

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

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

**Total days out of service for all problems:** \_\_\_\_\_

Signature of Titled Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Titled Owner(s) \_\_\_\_\_

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

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

  
**Fax:** 



## BBB AUTO LINE

June 7, 2012  
Re: W-C2 FRD1270957; Dalley vs Ford Motor Corporation  
1FMCU0D78AK [REDACTED]

[REDACTED]  
CHICAGO IL [REDACTED]

[REDACTED]

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

Enclosed please find the following information:

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

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

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

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

[REDACTED]

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

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

- \_\_\_\_\_ No further documentation is required at this time
- \_\_\_\_\_ Repair orders relating to the complaint(s)
- \_\_\_\_\_ The vehicle's current registration
- \_\_\_\_\_ The purchase contract or lease agreement
- \_\_\_\_\_ Other: \_\_\_\_\_

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

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

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

You may either mail your position to our office at [REDACTED] Arlington, Virginia [REDACTED] or fax it to [REDACTED]. If you have any questions, please contact me [REDACTED].

Sincerely,

Edith Newton at Extension 512



June 5, 2012

WRTAC  
FRD1220962

[REDACTED]  
Arlington, VA [REDACTED]

RE [REDACTED] and Brittany Dailey v. Ford Motor Company

Dear Mr. Umanzor,

~~Please find enclosed the corresponding documents for the referenced case. We are requesting a~~  
[REDACTED] My clients' written position has been stated in this initial  
application. They request a refund or replacement under the GA Lemon Law and the Magnuson-Moss Act  
based on defects in the vehicle.

Please send notices fax only; please do not send any paper form of notices as our office is paperless. Thank you  
for your cooperation in this matter to our request.

Thank you,

[REDACTED]  
Chicago, IL  
[REDACTED]

### BBB AUTO LINE Customer Claim Form

Case number:  
Contact Date:  
Start Date:

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

#### SECTION 1: CUSTOMER INFORMATION

Titled owner:		
Mailing address:		
City: Chicago	State: IL	Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address: sfortas@fortaslaw.com	

#### SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Escape	Year: 2010	Current mileage: 59,009
Name(s) that appears on the vehicle title:			
Selling dealer/city/state: Akins Ford, Athens GA			
Primary Servicing dealer/city/state:			
Acquired as: <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: February 27, 2010		Mileage at purchase/lease: 82	
First repair attempt date: May 31, 2010		First repair attempt mileage: 5,981	
How often is the vehicle used for business purposes (percentage): 5 %		Number of vehicles owned or leased by the business: 1	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no			Date of accident: June or July 2011
Description of damage: Cracked Front Bumper			

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

VIN:1FMCU0D7BAKA31362 / Vehicle Repurchase plus attorneys fees.

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

<b>VEHICLE IDENTIFICATION NUMBER</b>	
Lienholder/Leasing Company _____	Phone Number _____
Account Number _____	

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b> A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/11/07 12,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: 

Signature of Titled Owner(s) 

Date 5-31-12

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

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

  
Arlington, VA  


Date of Repair	Mileage	Description of Problem/Repair	Defects
02/18/10-02/19/10	82	Eng II / wrench it on	Electrical
05/31/10	5,981	Change oil and filter first free	Service
		Enrolling in owner program #162454025	Recall
		Ck tire rotation	Tires
		Multi point inspection	Inspection
		10B15 Power train control module reprogramming	Recall
10/25/10-11/01/10	16,329	Check tires	Tires
		Jerks when goes into reverse	Transmission
		Ck for squeak in steering when turning	Steering
02/09/11-02/14/11	24,127	Multi point inspection	Inspection
		Tire psi sen fault message on calibration	Tires
		Under accel at 2k rpm car will jerk	Transmission
03/05/11-03/17/11	26,080	Trans has harsh shift	Transmission
08/18/2011-08/19/11	37,489	Ck trans feels like it taking off in 2 <sup>nd</sup> at times	Transmission



2012-04-20 09:50

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ATHENS, GA

4260 Atlanta Highway - Bogart, GA 30822 - Phone: (706) 364-1130 - Fax: (706) 364-1610 - Toll Free: (888) 511-2546

BUYERS ORDER / INVOICE / BILL OF SALE



LINCOLN



Mercury

SALESPERSON <b>CAIN, DENNIS D.</b>		PROFIT <b>10510</b>
STOCK NUMBER <b>AKA31362</b>		DATE <b>02/27/2010</b>
TYPE - R.F.W.T.L. <b>R</b>		FLEET #
CITY <b>CONROCK</b>		COUNTY <b>JACKSON</b>
STATE <b>GA</b>		ZIP CODE <b>30529</b>
MAILING ADDRESS CITY <b>CONROCK</b>		COUNTY <b>JACKSON</b>
STATE <b>GA</b>		ZIP CODE
CELL OR PAGER #		OFFICE #
DATE <b>02/27/2010</b>		MADE <b>105103</b>
TYPE <b>TRUCK</b>	YEAR <b>2010</b>	MAKE <b>FORD</b>
MODEL <b>ESCAPE</b>	BODY <b>4DR SUV</b>	
CYLINDERS <b>4</b>	TRANSMISSION <b>6AT</b>	DRIVE <b>4WD</b>
COLOR <b>GLD</b>	TRM <b>59</b>	VIN <b>1FMCU0D76AK</b>
KEY CODE <b>1032X</b>	OTHER	ODOMETER <b>000082</b>
TOTAL PRICE (INCLUDING DEALER OPTION)		<b>24,979.79</b>
ADJUSTED PRICE (INCL. DISCOUNT(S))		<b>N/A</b>
GROSS TRADE-IN ALLOWANCE		<b>N/A</b>
TRADE DIFFERENCE		<b>N/A</b>
YEAR <b>2007</b>	MAKE <b>FORD</b>	VIN <b>3FAHP07Z67R</b>
MODEL <b>FUSION</b>	STOCK NUMBER <b>7R219518</b>	ODOMETER <b>52543</b>
TRADE ALLOWANCE <b>10,000.00</b>	ACCOUNT NUMBER	
PAID OFF AMOUNT <b>16,501.00</b>	GOOD UNTIL <b>03092010</b>	ACCOUNT NUMBER
PAID OFF OWED TO <b>PHCC</b>	PHONE NUMBER	QUOTED BY
ADDRESS <b>POB 790119</b>	CITY <b>ST LOUIS</b>	STATE <b>MO</b>
		ZIP CODE <b>63179</b>
SERVICE & DOCUMENTATION FEE		<b>282.00</b>
TAXABLE AMOUNT		<b>15,254.79</b>
SALES TAX		<b>1,067.84</b>
TAX & TITLE FEE		<b>30.00</b>
GA WARRANTY RIGHTS FEE (NEW ONLY)		<b>3.00</b>
PRICE INCLUDING TAX & FEES		<b>16,364.63</b>
BALANCE OWED ON TRADE-IN		<b>16,501.00</b>
TOTAL PURCHASE PRICE (WITH TRADE)		<b>32,865.63</b>
RESALE(S) ASSIGNED (ALLEN)		<b>1,000.00</b>
CASH DOWN RECEIPT		<b>1,000.00</b>
CASH DOWN RECEIPT		<b>N/A</b>
SERVICE CONTRACT		<b>N/A</b>
AP		<b>525.00</b>
AP		<b>N/A</b>
NET DUE UPON DEL. (CASH/CHECK CONTRACT)		<b>31,338.63</b>
PURCHASER SIGNATURE		DATE <b>2/27/2010</b>
ACCEPTED BY		
DATE		
PURCHASER SIGNATURE		DATE

The Reynolds and Reynolds Company, Florence, SC

2012-04-20 09:57

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P 3/5



COMMERCE, GA

HOME PH:

STOCK NUMBER: AKA31362 LAST SERV MILEAGE: 037489 MFG CODE: 800402  
LFMCO0D78AK GA AWU 5310 SOLD DATE: 02/27/10 MILE: 000082 LAST SERV: 08/19/11  
10 FORD ESCAPE XLT FWD 4DR SUV GOLD IN-SERV DATE: 02/27/10

RO 08455 04/19/12 ODOM= 37464 ADV=

CLIENT=800402

LN 01 PAY TYPE FREIGHT/POSTAGE/MAINTENANCE  
RENTAL BSP RENTAL COUPON

OPR-CODE RC211000315

RO W84558 Y 08/18/11 ODOM= 37489 ADV=241

CLIENT=800402 INV=08/19/11

LN 30 PAY TYPE W TECH1-199  
CUSTOMER STATES RENTAL  
RENTAL  
BSP RENTAL COUPON  
RENTAL

OPR-CODE R

LN 55 PAY TYPE W TECH1-855 OPR-CODE CN  
CUSTOMER STATES CK TRANS FEELS LIKE IT TAKING OFF IN 2ND AT TIMES SEE TIM  
NONR FOUND  
CHECK CODES, ROAD TEST, CHECKS NORMAL AT THIS TIME

RO W65940 Y 03/05/11 ODOM= 26080 ADV=169

CLIENT=800402 INV=03/17/11

LN 51 PAY TYPE W TECH1-855 4.30  
CUSTOMER STATES TRANS HAS HARSH SHIFT  
TORQUE CONVERTOR FAILED  
R&I TRANSMISSION

OPR-CODE 7000A

LN 51-1 PAY TYPE W TECH1-855 .20  
EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)

OPR-CODE 7000AXQ

LN 51-2 PAY TYPE W TECH1-855 .30  
EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH FIXTURE

OPR-CODE 7000AZJ

LN 51-3 PAY,TYPE W TECH1-855 5.40  
AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL

OPR-CODE 7000A2

LN 51-4 PAY TYPE W TECH1-855 .40  
AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH

OPR-CODE 7000A11

LN 51-5 PAY TYPE W TECH1-855 .50  
AUTOMATIC TRANSMISSION MAIN CONTROL VALVE (ASSEMBLY) - OVERHAUL

OPR-CODE 7000A11B

LN 51-6 PAY TYPE W TECH1-855 1.30  
AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSIS

OPR-CODE 7000F

LN 52 PAY TYPE W TECH1-199  
CUSTOMER STATES RENTAL  
RENTAL

OPR-CODE R

RENTAL - 7 DAYS  
RENTAL

RO C63074 W 02/09/11 ODOM= 24127 ADV=169

CLIENT=800402 INV=02/10/11

LN 35 PAY TYPE Q TECH1-199  
CUSTOMER STATES MULTI POINT INSPECTION  
INSPECTED ON SVC DRIVE

OPR-CODE Q99F



PERFORM MULTI POINT INSPECTION

-----  
 RO W63074 Y 02/09/11 ODOM= 24127 ADV=169 CLIENT=800402 INV=02/14/11  
 LN 51 PAY TYPE W TECH1-219 .50 OPR-CODE MT1189  
 CUSTOMER STATES TIRE PSI SEN FAULT MESSAGE ON  
 CALIBRATION  
 COMPUTER TEST, MONITOR TFM, CHECK TIRE PSI 24PSI INFLATED TIRES TO PROPER PS  
 LN 52 PAY TYPE W TECH1-219 .20 OPR-CODE 12650D  
 CUSTOMER STATES UNDER ACCEL AT 2K RPM CAR WILL JERK  
 SHORTED #3 COIL & PLUG  
 SEC SYSTEM DIAGNOSIS - (QUICK TEST)  
 LN 52-1 PAY TYPE W TECH1-219 .10 OPR-CODE 12650D47  
 RELATIVE COMPRESSION/POWER BALANCE - TEST  
 LN 52-2 PAY TYPE W TECH1-219 .10 OPR-CODE 12651D64  
 IGNITION COIL ASSEMBLY-COIL ON PLUG (12029) - REMOVE AND INSTALL OR REPLACE

-----  
 RO C52218 N 10/25/10 ODOM= 16329 ADV=241 CLIENT=800402 INV=10/27/10  
 LN 24 PAY TYPE Q TECH1-851 OPR-CODE GTIRE  
 TIRES  
 TIRES IN GOOD CONDITION  
 TIRES ARE IN THE GREEN  
 LN 35 PAY TYPE Q TECH1-851 OPR-CODE Q99P  
 CUSTOMER STATES MULTI POINT INSPECTION  
 PERFORM MULTI POINT INSPECTION

-----  
 RO W52218 Y 10/25/10 ODOM= 16329 ADV=241 CLIENT=800402 INV=11/01/10  
 LN 30 PAY TYPE W TECH1-199 OPR-CODE R  
 CUSTOMER STATES RENTAL  
 RENTAL  
 RENTAL - 3 DAYS  
 RENTAL  
 LN 55 PAY TYPE W TECH1-855 1.30 OPR-CODE 7000F  
 CUSTOMER STATES JSRKS WHEN GOES INTO REVERSE  
 OUT OF ADJUSTMENT  
 AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS, SEC TEST, PASS, ROAD TEST, RESE  
 LN 56 PAY TYPE W TECH1-851 .50 OPR-CODE 14056D  
 CUSTOMER STATES CK FOR SQUEAK IN STEERING WHEN TURNING  
 CLOCKSFRING NOISY  
 AIR BAG RESTRAINT SYSTEM - DIAGNOSIS  
 LN 56-1 PAY TYPE W TECH1-851 .40 OPR-CODE 14056D6  
 AIR BAG SLIDING CONTACT - CLOCKSFRING - REPLACE

-----  
 RO C50658 N 05/31/10 ODOM= 5981 ADV=282 CLIENT=800402 INV=05/31/10  
 LN 02 PAY TYPE Q TECH1-294 .50 OPR-CODE OFS  
 CUSTOMER STATES CUSTOMERS STATES CHANGE OIL AND FILTER FIRST FREE  
 NOS  
 CHANGED OIL AND FILTER, CHECKED AND TOPPED OFF FLUIDS  
 LN 05 PAY TYPE C TECH1-199 OPR-CODE OA  
 CUSTOMER STATES CUSTOMER ENROLLING IN OWNER ADVANTAGE PROGRAM # 162454025  
 N/A  
 LN 08 PAY TYPE Q TECH1-294 .50 OPR-CODE RM104

2012-04-20 09:51

BAKER ENVIRONMENTAL

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P 5/5

CUSTOMER STATES TIRE ROTATION

NOS

PERFORMED TIRE ROTATION

LN 35 PAY TYPE Q TECH1-294 OPR-CODE Q99F  
 CUSTOMER STATES MULTI POINT INSPECTION  
 PERFORM MULTI POINT INSPECTION  
 REATER

LN 35-1 PAY TYPE Q TECH1-294 OPR-CODE GTIRE  
 TIRES INSPECTED AND ARE OKAY AT THIS TIME

LN 35-2 PAY TYPE Q TECH1-294 OPR-CODE GBK  
 BRAKES INSPECTED AND ARE OKAY AT THIS TIME 7/32 (DISC) 2MM (DRUM) OR G

LN 35-3 PAY TYPE Q TECH1-294 OPR-CODE QBATT  
 BATTERY MEETS MANUFACTURER'S FACTORY SPECS

RO W50658 Y 05/31/10 ODOM= 5981 ADV=282

CLIENT=800402 INV=05/31/10

LN 30 PAY TYPE W TECH1-199 OPR-CODE TAPRENT  
 CUSTOMER STATES WARRANTY TRANSPORTATION ASSISTANCE PROGRAM  
 TAP ASSISTANCE  
 LOANER REIMBURSEMENT

LN 40 PAY TYPE W TECH1-294 .30 OPR-CODE 10B15H  
 10B15 POWERTRAIN CONTROL MODULE REPROGRAMMING  
 PROGRAM 10B15  
 10B15 PCM REPROGRAMMING

RO W46509 Y 02/18/10 ODOM= 82 ADV=282

CLIENT=800402 INV=02/19/10

LN 51 PAY TYPE W TECH1-290 .20 OPR-CODE 12650D  
 CUSTOMER STATES ENG LT / WRENCH LT ON  
 FAULTY THROTTLE BODY  
 EEC (QUICK TEST) - DIAGNOSIS

LN 51-1 PAY TYPE W TECH1-290 .30 OPR-CODE 12650D45  
 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST

LN 51-2 PAY TYPE W TECH1-290 1.00 OPR-CODE MT9B926  
 REPLACE THROTTLEBODY  
 END OF DATA



*Krohn & Moss, Ltd.*

Chicago, IL

April 26, 2012

Ford Motor Company  
Customer Relationship Center  
16800 Executive Plaza Drive  
PO Box 6248  
Dearborn, MI 48121

RE: [REDACTED] and [REDACTED], Ford Motor Company  
Vehicle: 2010 Ford Escape  
VIN: 1FMCU0D78AK [REDACTED]

To Whom It May Concern:

Please be advised that this office represents the above-named individuals and corporation regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Georgia Motor Vehicle Warranty Rights Act ("Lemon Law") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous defects/non-conformities with my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities/defects include, but are not limited to:

1. Defective engine as evidenced by illumination of the check engine light;
2. Defective transmission as evidenced by vehicle jerking when going into reverse, vehicle jerking during acceleration, transmission starting in 2<sup>nd</sup> gear when accelerating from a stop and harsh shift;
3. Defective steering/suspension system as evidenced by squeaking noise when turning;
4. Defective electrical system as evidenced by illumination of the TPMS light; and
5. Any additional complaints made by our clients, whether or not they are contained in your company's records or on any dealer repair orders.

The defects/non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. You are hereby notified of your Final Opportunity to Repair. Should

April 26, 2012

you elect to make a final attempt to repair any of these defects/nonconformities, please contact me directly IN WRITING within the next (7) seven days. Because of the inordinate amount of repairs, my clients have justifiably lost confidence in the vehicle.

My clients' repair history clearly shows there was a breach of the written warranty and/or implied warranty of merchantability based upon the generally accepted rule that an unsuccessful effort to remedy defects/nonconformities found to exist renders the warrantor liable.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle pursuant to the provisions of U.C.C. §2-608. My clients have directed me to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my clients will hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my clients demand return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.


If the seller or, if applicable the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT MY CLIENTS UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my clients merely request a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, a complaint will be filed.

Best regards,

  
E. Scott Fortas  
Attorney at Law

ESE/tn

cc: 



## BBB AUTO LINE PROGRAM SUMMARY

### *Ford Motor Company – Georgia*

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

#### **AGE/MILEAGE REQUIREMENTS**

Claims seeking repurchase or replacement of a Ford or Mercury vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a Lincoln vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

#### **ELIGIBLE CLAIMS**

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

#### **ELIGIBLE VEHICLES**

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the Georgia lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Georgia lemon law if they are:

- ♦ Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- ♦ Currently registered in Georgia; and
- ♦ Purchased or leased in the United States and normally operated in the United States.

Unless covered by the Georgia lemon law, the following vehicles are **not eligible** for BBB AUTO LINE:

- ♦ F-450, F-550, and F-650 pick-up trucks.
- ♦ Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

## **BBB AUTO LINE REMEDIES**

The arbitrator may award the following remedies:

- ♦ Repairs.
- ♦ A Ford Extended Service Plan for the customer's current vehicle.
- ♦ Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- ♦ Repurchase of the vehicle.
- ♦ Replacement of the vehicle **only** if it was purchased or leased *new*.

## **REPAIRS/REIMBURSEMENT FOR REPAIRS**

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

## **REPURCHASE/REPLACEMENT**

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the Georgia lemon law **or** meets the following conditions:

- ♦ The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- ♦ Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and



- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the Georgia lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

### **Repurchase of an Owned Vehicle**

Ford will refund the following amounts when repurchasing an owned vehicle:

1. *Purchase price.* This means the cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle. In determining whether the trade-in allowance was reasonable, an arbitrator may take into account whether the purchase price of the vehicle was at a fair market value. The arbitrator may make appropriate adjustments to ensure that the customer is made whole but not unjustly enriched.
2. *Collateral charges.* Collateral charges are those additional charges to a customer which are wholly incurred as a result of the purchase of the vehicle. Collateral charges include but are not limited to:
  - Sales tax;
  - Title charges;
  - Tag, license and registration fees;
  - Manufacturer or dealer installed items or service charges;
  - Earned finance charges;
  - "WRA" \$3.00 fee;
  - Credit life and disability insurance;
  - Extended warranty/service contract charges; and
  - Any other related charges.
3. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the customer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

### **Repurchase of a Leased Vehicle**

Ford will refund a certain amount to the lessor, and the lessor will pay certain amounts to the lessee:

1. *To the lessor:* The purchase price (meaning the cash price paid by the lessor to a dealer or distributor to purchase the new motor vehicle), less a reasonable offset for the lessee's use.

2. *From the lessor to the lessee:* The value of any trade-in and down payment or balloon payment.

If the lessee accepts the a repurchase decision, and the lessor does not provide the refund as specified by the arbitrator and does not terminate the lease and release title to the vehicle, the lessee may contact the Georgia Governor's Office of Customer Affairs for assistance.

### **Replacement of an Owned Vehicle Purchased New**

Ford will provide a new motor vehicle from dealer inventory that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase or lease. In addition, Ford will refund the following amounts:

1. *Collateral charges.* All collateral charges, which are wholly incurred as a result of the acquisition purchase of the vehicle, which the customer or lessor incurs a second time and which would not have been incurred again except for the replacement.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the customer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

Replacement is not an available remedy if the current vehicle was purchased used.

### **Replacement of a Leased Vehicle**

Ford will provide a new motor vehicle from dealer inventory that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at time of purchase. The contractual obligation between the lessor and lessee will not be altered except for the terms of the agreement that identified the vehicle. In addition, Ford will refund the following amounts:

1. *Collateral charges.* All collateral charges that are wholly incurred as a result of the acquisition of the vehicle, which the lessor or lessee incurs a second time and which would not have been incurred again except for the replacement.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the lessor or lessee in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

Under some circumstances, the lessee may be able to seek a reimbursement for the reasonable offset for use from the lessor at the end of the lease term. Please contact the Georgia Governor's Office of Customer Affairs for further information.

## Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator finds that the claim meets all elements of the Georgia lemon law, then the **repurchase** award will be reduced, or the **replacement** award will require payment, for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage attributable to the customer on the date of the customer's request for repurchase or replacement}}{100,000} \times \text{purchase price}$$

- If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Georgia lemon law, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase** in a claim that does **not** meet all elements of the Georgia lemon law, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

## CUSTOMER RESPONSIBILITIES

At the time of the **repurchase** or **replacement** transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

## **CLAIMS THAT ARE NOT ELIGIBLE**

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- ◆ Claims involving a vehicle no longer owned or leased by the customer.
- ◆ Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  - (1) maintenance and wear items not covered by the Warranty;
  - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for “off-road” use installed after the vehicle leaves the control of Ford Motor Co.
- ◆ Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- ◆ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ◆ Claims covered by insurance or by warranties of other manufacturers.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Allegations of fraud.
- ◆ Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- ◆ Claims that are the subject of a law suit or state administrative action against Ford.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.



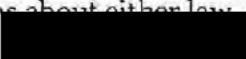
**SUMMARY OF  
THE GEORGIA MOTOR VEHICLE WARRANTY RIGHTS ACT  
AND THE GEORGIA LEMON LAW**

Georgia recently enacted significant changes to its lemon law. On January 1, 2009, the new **Lemon Law** replaced the prior **Motor Vehicle Warranty Rights Act**.

The Georgia Attorney General's Office and the Governor's Office of Consumer Affairs have issued guidance indicating that the prior law, the Motor Vehicle Warranty Rights Act, applies to vehicles that were purchased, leased or registered before January 1, 2009. The new Lemon Law applies to vehicles that were purchased, leased or registered on or after January 1, 2009.

Please review the legal standards and remedies that will apply to your claim:

- A summary of the Motor Vehicle Warranty Rights Act for **vehicles purchased, leased or registered before January 1, 2009** is found at pages 2 through 9.
- A summary of the Lemon Law for **vehicles purchased, leased or registered on or after January 1, 2009** is found at pages 10 through 17.

If you have questions about either law, please contact the Governor's Office of Consumer Affairs at 

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

**PLEASE NOTE:** The standards and remedies set forth below apply to warranty disputes involving new motor vehicles purchased, leased or registered in Georgia before January 1, 2009. For standards and remedies applicable to vehicles purchased or leased on or after that date, see pages 10 through 17.

**STANDARDS OF THE GEORGIA  
MOTOR VEHICLE WARRANTY RIGHTS ACT**

The following is a brief explanation of most relevant provisions of the Georgia Motor Vehicle Warranty Rights Act ("MVWR Act"), previously codified at Georgia Code Section 10-1-780 *et seq.*

**VEHICLES COVERED**

The Georgia MVWR Act covers a new motor vehicle that is leased or purchased in Georgia or registered in Georgia by the original consumer. It also covers a demonstrator vehicle and the self-propelled vehicle and chassis of a motor home. The MVWR Act does not cover motorcycles, trucks with a G.V.W. rating of 10,000 pounds or more, or vehicles that are bought used.

**CONSUMERS COVERED**

The MVWR Act covers a consumer who purchases or leases a new motor vehicle primarily for personal, family, or household purposes. It also covers a small business that has ten or fewer employees and a net income after taxes of less than \$100,000 per year, and owns or leases no more than three new motor vehicles.

**PROBLEMS COVERED**

The MVWR Act covers vehicle nonconformities. A nonconformity is a defect, **serious safety defect**, or condition that **substantially impairs** the use, value, or safety of a new motor vehicle to the consumer. A nonconformity does not include a defect or condition that is the result of abuse, neglect, or **unauthorized** modification or alteration of the new motor vehicle.

"Serious safety defect" means a life-threatening malfunction or nonconformity.

"Substantially impair" means to render the new motor vehicle unreliable, or unsafe for ordinary use, or to diminish the resale value of the vehicle more than a

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

meaningful amount below the average resale value for comparable motor vehicles.

“Unauthorized” means any modification or alteration which was not reasonably contemplated in the manufacturer’s design for the vehicle, unless the manufacturer has transferred the vehicle and knew or should have known that the modification or alteration might be made.

**REPORT AND REPAIR OF A NONCONFORMITY**

Nonconformities must be reported during the **lemon law rights period**, which is the period ending one year after the date of the original delivery of a new motor vehicle to a consumer OR the first 12,000 miles of operation after delivery of a new motor vehicle to a consumer, whichever occurs first.

If a consumer reports a nonconformity during the lemon law rights period to the manufacturer, its agent, or the dealer who sold the vehicle, the nonconformity must be corrected at the manufacturer’s expense.

**REASONABLE NUMBER OF REPAIR ATTEMPTS**

A manufacturer, its agent or dealer must be provided with a **reasonable number of attempts** to repair or correct a nonconformity in accordance with at least one of the following situations:

1. A serious safety defect in the braking or steering system is not corrected after being subject to repair at least once during the lemon law rights period;
2. Any other serious safety defect is not corrected after being subject to repair at least once during the lemon law rights period and at least one more time within two years or 24,000 miles (whichever comes first) after the first repair attempt;
3. The same nonconformity is not corrected after being subject to repair at least once during the lemon law rights period and at least two more times within two years or 24,000 miles (whichever comes first) after the first repair attempt; or
4. The vehicle is out of service by reason of repair to one or more nonconformities for at least 15 days during the lemon law rights period, and for a total of 30 days within any period of 24 months or 24,000 miles (whichever occurs first) after the first repair attempt. If less than 15 days remain under the lemon law rights period when the vehicle is first brought in for diagnosis or repair, the lemon law rights period for that particular problem shall be extended for a period of 90 days.

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

**MANUFACTURER'S RIGHT TO FINAL OPPORTUNITY TO REPAIR**

If the manufacturer, its authorized agent or the dealer is unable to repair or correct any nonconformity after a **reasonable number of attempts** (as described above), the consumer must notify the manufacturer by *certified mail*, return receipt requested, or by *statutory overnight delivery* to the address provided by the manufacturer. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within seven days of receiving the consumer's notice. After the consumer delivers the vehicle to the designated repair facility, the manufacturer has fourteen days to correct the nonconformity. If the manufacturer fails to notify the consumer or complete the final repair within the time periods prescribed above, the final opportunity to repair requirement shall not apply.

Notice sufficiently complies with "statutory overnight delivery" if (1) the notice is delivered through the United States Postal Service (USPS) or through a commercial firm regularly engaged in the business of document and/or package delivery; (2) the document is to be delivered not later than the **next business day** following the day on which it is received for delivery by USPS or the commercial firm; and (3) the sender receives a receipt, signed by the addressee or its agent, acknowledging receipt of the document.

**MANUFACTURER'S OBLIGATION TO REPURCHASE OR REPLACE**

If the nonconformity is not corrected after the final opportunity to repair, the consumer must request by *certified mail*, return receipt requested, or *statutory overnight delivery* that the manufacturer either replace or repurchase the vehicle. The manufacturer must, within 30 days of receipt of this last request, replace or repurchase the vehicle.

**DISPUTE RESOLUTION**

If a manufacturer participates in an informal dispute resolution mechanism that has been certified by the Georgia Governor's Office of Consumer Affairs, then a consumer must submit a dispute under the MVWR Act to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. A consumer must exhaust any certified informal dispute resolution procedure and the Georgia new motor vehicle arbitration panel remedy before filing any superior court action. The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism.

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

If a decision is not rendered by the informal dispute resolution mechanism **within forty (40) days of filing**, the consumer will become eligible to apply for arbitration by the Georgia new motor vehicle arbitration panel.

**Please note:** To pursue remedies under the MVWR Act, the MVWR Act and related regulations require the consumer to complete, sign and return the Georgia UCC Waiver form. By signing this form, the consumer acknowledges waiver of rights under Article 2 of the Commercial Code, found at O.C.G.A. §§ 11-2-602 through 11-2-609. If the consumer is pursuing relief under the MVWR Act, the consumer must complete, sign and return the form before proceeding to arbitration. Questions about this form may be addressed to BBB AUTO LINE staff or the Georgia Governor's Office of Consumer Affairs at [REDACTED]

**PERIOD FOR FILING CLAIMS**

The MVWR Act does not specify a time period for filing a claim with an informal dispute resolution mechanism.

A consumer who rejects the decision or determination of an informal dispute resolution mechanism may request a hearing with the state-operated panel by requesting, completing, and submitting forms to the Georgia Governor's Office of Consumer Affairs, within **sixty (60) days** from the date of the rejection. To request a state arbitration application, please call ([REDACTED])

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

**REMEDIES UNDER THE GEORGIA  
 MOTOR VEHICLE WARRANTY RIGHTS ACT**

**REPURCHASE OF AN OWNED VEHICLE**

The Georgia MVWR Act sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the MVWR Act:

1. *Purchase price.* This means the cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle. In determining whether the trade-in allowance was reasonable, an arbitrator may take into account whether the purchase price of the vehicle was at a fair market value. The arbitrator may make appropriate adjustments to ensure that the consumer is made whole but not unjustly enriched.
2. *Collateral charges.* Collateral charges are those additional charges to a consumer which are wholly incurred as a result of the purchase of the vehicle. Collateral charges include but are not limited to:
  - Manufacturer or dealer installed items or service charges;
  - Earned finance charges;
  - Sales tax; and
  - Title charges
3. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
4. *Reasonable offset for use.* A reasonable offset for the consumer's use is subtracted from the amounts paid to the consumer. The MVWR Act provides that the reasonable offset for use is computed using the following formula:

$$\text{reasonable offset} = \frac{\begin{array}{l} \# \text{ miles directly attributable to use by the} \\ \text{consumer before the consumer's request} \\ \text{of repurchase or replacement} \end{array} \times \begin{array}{l} \text{vehicle's} \\ \text{purchase} \\ \text{price} \end{array}}{100,000}$$

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

**REPLACEMENT OF AN OWNED VEHICLE**

If a manufacturer replaces a vehicle under the Georgia MVWR Act, it must give the consumer a new motor vehicle that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase or lease. In addition, the manufacturer must pay:

1. *Collateral charges.* All collateral charges, which are wholly incurred as a result of the acquisition purchase of the vehicle, which the consumer or lessor incurs a second time and which would not have been incurred again except for the replacement.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

*Reasonable offset for use.* If a vehicle is replaced, the consumer must pay the manufacturer a reasonable offset for the vehicle's use. The MVWR Act provides that the reasonable offset for use is computed using the following formula:

$$\text{reasonable offset} = \frac{\text{\# miles directly attributable to use by the consumer before the consumer's request of repurchase or replacement}}{100,000} \times \text{vehicle's purchase price}$$

**REPURCHASE OF A LEASED VEHICLE**

For repurchase of a leased vehicle, the Georgia MVWR Act requires that the manufacturer pay a certain amount to the lessor, and that the lessor pay a certain amount to the lessee. The lease agreement is terminated upon the manufacturer's payment to the lessor, without any penalty for early termination.

A repurchase award will consist of the amounts that the manufacturer must pay to the lessor and the amounts the lessor must pay to the lessee:

To the lessor:

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

1. *Purchase price.* This means the cash price paid by the lessor to a dealer or distributor to purchase the new motor vehicle.
2. *Reasonable offset for use.* A reasonable offset for the lessee's use is subtracted from the amount the manufacturer pays to the lessor. The MVWR Act provides that the reasonable offset for use is computed by the following formula:

$$\text{reasonable offset} = \frac{\# \text{ miles directly attributable to use by the lessee before the lessee's request of repurchase or replacement}}{100,000} \times \text{vehicle's purchase price}$$

From the lessor to the lessee: *Value of any trade-in and down payment or balloon payment.*

**Note:**

In the event the arbitrator renders a decision awarding a repurchase of a leased vehicle, and the lessee accepts the decision, if the lessor does not provide the refund as specified by the arbitrator and does not terminate the lease and release title to the vehicle, the lessee may contact the Georgia Governor's Office of Consumer Affairs for assistance.

**REPLACEMENT OF A LEASED VEHICLE**

If a manufacturer replaces a vehicle under the Georgia MVWR Act, the manufacturer must give the lessee a new motor vehicle that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at time of purchase. The contractual obligation between the lessor and lessee will not be altered except for the terms of the agreement that identified the vehicle. In addition, the manufacturer must pay *collateral charges and incidental costs* as defined below:

1. *Collateral charges.* All collateral charges that are wholly incurred as a result of the acquisition of the vehicle, which the lessor or lessee incurs a second time and which would not have been incurred again except for the replacement.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the lessor or lessee in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and

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**Summary of the Motor Vehicle Warranty Rights Act**  
**For vehicles purchased, leased or registered before January 1, 2009**

- Costs of obtaining alternative transportation.

In addition, if a manufacturer replaces a vehicle under the Georgia MVWR Act, the lessee must pay the manufacturer a reasonable offset for use, as defined below.

*Reasonable offset for use.* A reasonable offset for the lessee's use shall be paid by the lessee to the manufacturer. The MVWR Act provides that the reasonable offset for use is computed by the following formula:

$$\text{reasonable offset} = \frac{\text{\# miles directly attributable to use by the lessee before the lessee's request of repurchase or replacement}}{100,000} \times \text{vehicle's purchase price}$$

**Note:**

Under some circumstances, the lessee may be able to seek a reimbursement for the reasonable offset for use from the lessor at the end of the lease term. Please contact the Georgia Governor's Office of Consumer Affairs for further information.

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

**PLEASE NOTE:** The standards and remedies set forth below apply to disputes involving new motor vehicles purchased, leased or registered in Georgia on or after January 1, 2009. For standards and remedies applicable to vehicles purchased or leased before that date, see pages 2 through 9 of this summary.

### STANDARDS OF THE GEORGIA LEMON LAW

The following is a brief explanation of most relevant provisions of the Georgia Lemon Law, currently codified at Georgia Code Section 10-1-780 *et seq.*

#### VEHICLES COVERED

The Georgia Lemon Law covers a new motor vehicle that was leased or purchased in Georgia or registered in Georgia by the original consumer. This includes a demonstrator vehicle and the self-propelled vehicle and chassis of a motor home. It does not include motorcycles, golf carts, trucks with a G.V.W. rating greater than 12,000 pounds, or vehicles that are bought used.

#### CONSUMERS COVERED

The Georgia Lemon Law covers a consumer who purchases or leases a new motor vehicle for personal, family, or household purposes. It also covers a business that purchases or leases no more than ten new motor vehicles a year for business purposes other than providing limousine rental services.

#### PROBLEMS COVERED

The Lemon Law covers vehicle nonconformities. A nonconformity is a defect, **serious safety defect**, or condition that substantially impairs the use, value, or safety of a new motor vehicle to the consumer, or renders the new motor vehicle nonconforming to a **warranty**. A nonconformity does not include a defect, a serious safety defect, or a condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle.

“Serious safety defect” means a life-threatening defect or a malfunction that impedes the consumer’s ability to control or operate the motor vehicle for ordinary use or reasonable intended purposes or creates a risk of fire or explosion.

“Warranty” means any manufacturer’s express warranty or any affirmation

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

of fact or promise made by the manufacturer in connection with the sale of a new motor vehicle to a consumer concerning the vehicle's materials, workmanship, operation, or performance which becomes part of the basis of the bargain. The term shall not include any extended coverage purchased by the consumer as a separate item or any statements made by the dealer in connection with the sale of the motor vehicle to a consumer which relate to the nature of the material or workmanship and affirm or promise that such material or workmanship is free of defects or will meet a specified level of performance.

### REPORT AND REPAIR OF NONCONFORMITIES

Nonconformities must be reported during the **lemon law rights period**, which is the period ending two years after the date of the original delivery of a new motor vehicle to a consumer OR the first 24,000 miles of operation after delivery of a new motor vehicle to a consumer, whichever occurs first.

If a consumer reports a nonconformity during the lemon law rights period, the manufacturer, its authorized agent or dealer must be allowed a **reasonable number of attempts** to repair and correct the nonconformity.

### REASONABLE NUMBER OF REPAIR ATTEMPTS

A reasonable number of attempts shall be deemed to have been undertaken by the manufacturer, its authorized agent or the dealer if, during the lemon law rights period:

1. A serious safety defect has been subject to repair one time and has not been corrected;
2. The same nonconformity that is not a serious safety defect has been subject to repair three times and has not been corrected; or
3. The vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days.

If the lemon law rights period should expire while the vehicle is being repaired, the lemon law rights period is extended until that repair attempt has been completed.

"Repair attempt" means the replacement of a component or some adjustment made to correct a nonconformity. An examination of a reported nonconformity, without any adjustment or component replacement, may constitute a repair attempt if it is later

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

shown that repair work was justified. An examination or repair performed by any person not authorized by the manufacturer or its authorized agent is not considered a repair attempt. If the new motor vehicle is a motor home and the consumer goes to a repair facility for repair of a nonconformity while traveling, and that facility does not have the necessary part(s) to perform the repair, and the consumer elects to continue traveling and seek repair of the nonconformity at another repair facility rather than wait for the initial facility to get the part(s), then the visit to the initial repair facility does not constitute a repair attempt.

An "out of service" day means any day, including weekends and legal holidays, when a vehicle is left at a repair facility of the manufacturer's agent or dealer for examination or repair of a nonconformity. The number of out of service days for each visit commences the day the vehicle is brought to the facility for that repair work and ends the day the work is completed. Out of service days do not include (1) any day a vehicle is dropped off at the repair facility after close of business; or (2) any day on which the vehicle is left at the repair facility exclusively for routine maintenance; for repair of problems not found to be nonconformities; or for repair of nonconformities after the expiration of the lemon law rights period.

### MANUFACTURER'S RIGHT TO FINAL OPPORTUNITY TO REPAIR

If the manufacturer, its agent, or the new motor vehicle dealer is unable to repair and correct a serious safety defect or the same nonconformity after a **reasonable number of attempts** (as described on page 11), the consumer must notify the manufacturer and allow a final opportunity to repair. (The requirement for a final opportunity to repair does not apply if the vehicle was out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days within the lemon law rights period.)

This notice must be sent by *certified mail*, return receipt requested, or by *statutory overnight delivery* to the address provided by the manufacturer and must include relevant information about the vehicle, the nonconformity, and the previous repair attempts. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within 7 days of receiving the consumer's notice. The manufacturer must complete the final repair attempt within 28 days after receiving the consumer's notice.

However, if the consumer delivers the vehicle to the repair facility more than 14 days after the manufacturer received the consumer's notice, the 28 day period is extended and the manufacturer has 14 days from the date the consumer delivers the vehicle to the repair facility to complete the final repair attempt.

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

If the manufacturer fails to notify the consumer or complete the final repair within the time periods prescribed above, the final opportunity to repair requirement shall not apply.

Notice sufficiently complies with "statutory overnight delivery" if (1) the notice is delivered through the United States Postal Service (USPS) or through a commercial firm regularly engaged in the business of document and/or package delivery; (2) the document is to be delivered not later than the **next business day** following the day on which it is received for delivery by USPS or the commercial firm; and (3) the sender receives a receipt, signed by the addressee or its agent, acknowledging receipt of the document.

### MANUFACTURER'S OBLIGATION TO REPURCHASE OR REPLACE

If the nonconformity is not corrected after the final opportunity to repair, or if the vehicle was out of service by reason of repair to any nonconformities for a cumulative total of 30 days within the lemon law rights period, the consumer must request, by *certified mail*, return receipt requested, or *statutory overnight delivery* that the manufacturer either replace or repurchase the vehicle. The manufacturer must, within 20 days of receipt of this last request, replace or repurchase the vehicle.

### DISPUTE RESOLUTION

If the manufacturer participates in an informal dispute resolution mechanism that has been certified by the Georgia Governor's Office of Consumer Affairs, then a consumer must submit a dispute under the Lemon Law to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. A consumer must exhaust any certified informal dispute resolution procedure and the Georgia new motor vehicle arbitration panel remedy before filing any superior court action. The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism.

If a decision is not rendered by the informal dispute mechanism **within forty (40) days of filing**, the consumer will become eligible to apply for arbitration by the Georgia new motor vehicle arbitration panel.

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

### PERIOD FOR FILING CLAIMS

For any vehicle purchased, leased or registered on or after January 1, 2009, a consumer must file a claim with the informal dispute resolution mechanism within **one year after the expiration of the lemon law rights period** (as described on page 11).

A consumer who rejects the decision or determination of an informal dispute resolution mechanism may request a hearing with the state-operated panel by requesting, completing, and submitting forms to the Georgia Governor's Office of Consumer Affairs, within **sixty (60) days** from the date the mechanism concludes its proceedings or within **one year after expiration of the lemon law rights period**, whichever occurs later. To request a state arbitration application, please call (404) 656-3790.

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

### REMEDIES UNDER THE GEORGIA LEMON LAW

#### REPURCHASE OF AN OWNED VEHICLE

The Georgia Lemon Law sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the Lemon Law:

1. *Purchase price.* This means the cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle
2. *Collateral charges.* Collateral charges are those charges incurred by a consumer as a result of the purchase of the vehicle. Collateral charges include but are not limited to:
  - Sales tax;
  - Title charges;
  - Factory or dealer installed options; and
  - Earned finance charges
3. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
4. *Reasonable offset for use.* A reasonable offset for the consumer's use is subtracted from the amounts paid to the consumer. The Lemon Law provides that the reasonable offset for use is computed using the following formula:

$$\text{reasonable offset} = \frac{\begin{array}{l} \# \text{miles directly attributable to use by} \\ \text{consumer before consumer first delivered} \\ \text{vehicle for repair of nonconformity} \end{array}}{120,000 \text{ (90,000 for motor home)}} \times \text{vehicle's purchase price}$$

Refunds under this provision will be made to the consumer and to the lien holder of record, if applicable.

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

### REPLACEMENT OF AN OWNED VEHICLE

If a manufacturer replaces an owned vehicle under the Georgia Lemon Law, it must give the consumer a new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase. In addition to replacing the vehicle, the manufacturer must pay the consumer for:

1. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
2. *Charges.* All charges that the consumer will incur as a result of the replacement transaction.

### REPURCHASE OF A LEASED VEHICLE

For repurchase of a leased vehicle, the Georgia Lemon Law requires that the manufacturer pay certain amounts to the lessor and to the lessee. A repurchase award will consist of the following amounts that the manufacturer must pay to the lessee and the lessor:

To the lessee:

1. *Lessee cost.* An amount equal to all payments made by the lessee under the lease agreement, including but not limited to, the aggregate payment made at the inception of the lease agreement or contract, inclusive of any allowance for a trade-in vehicle, and all other lease payments made by or on behalf of the lessee.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repair of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
3. *Reasonable offset for use.* A reasonable offset for the lessee's use of the nonconforming vehicle is subtracted from the amounts paid to the lessee. The

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## Summary of the Lemon Law

For vehicles purchased, leased or registered on or after January 1, 2009

Georgia Lemon Law provides that the reasonable offset for use is computed using the following formula:

$$\text{reasonable offset} = \frac{\text{\#miles directly attributable to use by consumer before consumer first delivered vehicle for repair of nonconformity}}{120,000 \text{ (90,000 for motor home)}} \times \text{agreed upon value of vehicle shown in lease agreement}$$

To the lessor:

1. An amount equal to 110 percent of the adjusted capitalized cost shown in the lease agreement for the nonconforming vehicle.

After the manufacturer pays the amount to the lessor, and after the lessee pays the lessor any past due payments, the lease agreement is terminated, with no penalty for early termination.

### REPLACEMENT OF A LEASED VEHICLE

If a manufacturer replaces a leased vehicle, the Georgia Lemon Law requires the manufacturer to give the lessee a new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as that vehicle existed at time it was leased. All terms of the existing lease contract will remain in effect, except for the terms of the agreement that identified the vehicle. In addition to replacing the vehicle, the manufacturer must pay the lessor and/or the lessee for certain *charges and incidental costs* as defined below:

1. *Charges.* All charges that **either the lessor or the lessee, or both**, will incur as a result of the replacement transaction.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred **by the lessee** in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

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DEALER 24E 456

VIN 1FMCU0D78AK [REDACTED]

	Suggested Retail Price	Invoice Amount
U0DU ESCAPE 4DR XLT PWD	23575.00	21953.00
UP 2010 MODEL YEAR		
59 GOLD LEAF METALLIC		
59 CHARCOAL LTHR-TRIM SEATS		
INCLUDED ON THIS VEHICLE		
RAPID SPEC 204A - PWD	2230.00	1896.00
SUN & SYNC VALUE PKG		
POWER MOONROOF WITH SHADE		
SYNC VOICE ACTIVATED SYSTEMS		
SYNC EQUIPMENT GROUP		
CARGO PACKAGE		
LOCKABLE HIDDEN WET TRUNK		
RETRACTABLE CARGO COVER		
HORIZONTAL CROSS BARS		
LEATHER COMFORT PACKAGE		
AMBIENT LIGHTING		
OPTIONAL EQUIPMENT		
997 .2.5L I4 ENGINE	NC	NC
446 .6-SPEED AUTO TRANSMISSION	NC	NC
T53 .P235/70R16 A/S BSW TIRES	NC	NC
153 FRONT LICENSE PLATE BRACKET	NC	NC
TOTAL OPTIONS	2230.00	1896.00
TOTAL VEHICLE & OPTIONS	25805.00	23849.00
DESTINATION & DELIVERY	725.00	725.00
TOTAL BEFORE DISCOUNTS	26530.00	24574.00
##SPECIAL ADDED DISCOUNTS#	350.00-	298.00-
TOTAL FOR VEHICLE	26180.00	
03 U.S. GAL FUEL CHARGE		8.01
FDAF/LMDA ASSESSMENT		520.00
SHIPPING WEIGHT 3215 LBS.		
TOTAL	26180.00	24804.01

\*\*\*\*\* REINVOICED PRIOR TO PLANT RELEASE \*\*\*\*\*

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.

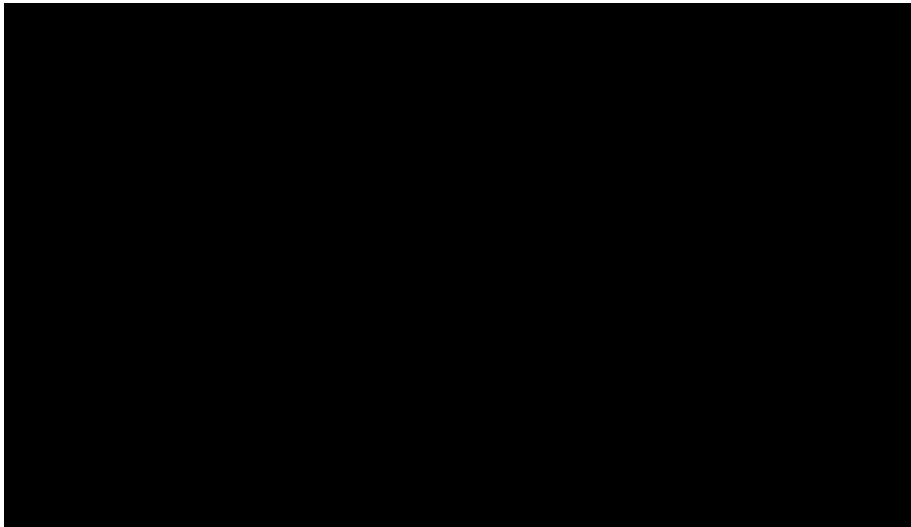
Sold to [REDACTED] 24E456 Davenport FL [REDACTED]		Order Type 2	Ramp Code CK8R	Batch ID 9H191	Price Level 020
Ship to (if other than above):		Date Inv. Prepared 08 19 09	Item Number 24-J503	Transit Days 12	
Invoice & Unit Identification NO. 1FMCU0D78AK [REDACTED]		Final Assembly Plant KANSAS CITY		Finance Company and/or Bank Ford Motor Credit 000001	

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
763	24804.01	23861.01	23961.01	24979.79

This invoice to be used for the billing of vehicles only

Dealer's copy







**Dealership Fleet Name:** Pat Milliken Ford, Inc.  
**Requesting Dealer Fleet:** PAT MILLIKEN FORD  
**PA Code:** 02741  
**Contact Person:** PAT LYONS  
**Title:** SERVICE DIRECTOR  
**Phone Number:** [REDACTED]  
**Fax Number:** [REDACTED]  
**Email:** [REDACTED]  
**Region:** DETROIT  
**Address:** 9 [REDACTED]  
**City:** REDFORD  
**State:** Michigan  
**Zip Code:** [REDACTED]

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 11/12/2010  
**Vehicle Year:** 2010  
**Vehicle Model:** ESCAPE  
**Vehicle VIN:** 1FMCU0DG2AK [REDACTED]  
**Mileage:** 8627  
**customer Fleet:** [REDACTED]  
**Street Address:** [REDACTED]  
**City :** DEARBORN HEIGHTS  
**State :** Michigan  
**Zip Code :** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]

**Customer Region:** DETROIT

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2011-09-09

**County incident occurred:** WAYNE

Is customer alleging a component defect CAUSED the incident? YES

**Details:** CUSTOMER PULLED INTO PLACE OF WORK,BEFORE BACKING INTO PARKING SPOT,VEHICLE STILL IN DRIVE ACCELERATED FORWARD AND STRUCK ANOTHER VEHICLE.AFTER HITTING THE FIRST PARKED CAR,VEHICLE BOUNCED OFF AND CONTINUED TO ACCELERATE AND STRUCK ANOTHER VEHICLE PARKED TO THE RIGHT OF THE FIRST VEHICLE STRUCK.CUSTOMER ALLEGES SHE HAD HER FOOT ON THE BRAKE THE WHOLE TIME, AND HAS A WITNESS WHO SAW HER BRAKE LIGHTS ON AT THE TIME THE EVENT TOOK PLACE.CUSTOMER ALSO TOOK PHOTOS OF THE TIRE MARKS FROM THE TIRES SPINNING IN THE PARKING LOT. CUSTOMER SAW A CHIROPRACTER AFTER THE EVENT HAPPENED FOR ADJUSTMENTS AND SAYS FEELS OK AT THIS TIME

Was a police report filed? NO

**Details :** CONTACTED DEARBORN POLICE,WOULD NOT COME OUT DUE TO ON PRIVATE PROPERTY

Has the insurance company been contacted? YES

**Insurance company advised:** THEY WILL CONDUCT THERE OWN INVESTIGATION

**Insurance company contact information:** STATE FARM INSURANCE JIM COLEMAN

**Coach builder:**

**City :**

**State :**

9/29/2011

**Zip Code :**

**Vehicle Location:**

REDFORD,MI

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** TO HAVE DEDUCTIBEL REFUNDED,VEHICLE REPAIRED AND WHAT EVER MODULE/COMPONENT THAT CAUSED COCNERN REPLACED.ALSO RENTAL CAR COVERED.

**Comments:** ARE YOU GOING TO SEND OUT AND INDEPENDENT INSEPCTOR TO EVALUATE THE VEHICLE?

Copyright 2011 Ford Motor Company

9/29/2011



BEGINNING OF CONTACT  
07/31/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.13

REGION: W1 LOS ANGELES OGC ISSUE CASE NBR: 393962122.  
VIN: 1FMGU03779K [REDACTED] ZONE: A01 OPENED: 2012/07/30  
ENGINE: 7 VEH TYPE: T CLOSED: 2012/07/30

LAST NAME: [REDACTED] STATUS: CLOSED  
TITLE: [REDACTED] MI: M  
ADDRESS: [REDACTED]  
CITY: SANTA MONICA STATE: CA ZIP: [REDACTED]  
HOME PHONE: [REDACTED]  
MODEL YEAR: 2009 MODEL: ESCAPE  
MILEAGE: 28956  
DEALER NAME: BUERGE FORD SALES CODE: F71029 P & A: 05492  
REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY  
SYMPTOMS: 612592 SURGE ACCELERATION HOT ENGINE

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE  
ACTION: T1120 - TIER ONE CLOSE ISSUE  
DOCUMENT: ANALYST: ABUNCE3 BUNCE, ARIEL

DATE: 2012/07/30 TIME: 10.56.36;  
ACTION DATA/COMMENTS:

1. DATE OF THE ACCIDENT- 7/27/2012. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT- VEH ACCELERATED FULL THROTTLE INTO THE VEH INFORNT OF IT, TWICW3. IF THERE WERE ANY INJURIES SUSTAINED- NO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED- WEST BOUND ON IMPERIAL HIGHWAY, NORWALK CALIFORNIA5. 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.- YES9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.- ADV CUST TO CONTACT FORD 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.- YES11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).- N/A12. WHAT THE CUSTOMER IS SEEKING - WANTED TO NOTIFIED FORD, WANTS FORD TO ACKNOWLEDGE THAT THIS IS AN ISSUE, AND WANTS FORD TO COVER DAMAGE DONE TO THE VEH AND THE OTHER PARTIES VEH, ALSO WANTS FORD TO PAY FOR A RENTAL WHILE VEH IS BEING REPAIRED - VEH IS CURRENTLY AT DLR

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT  
JUL 31 2012  
OFFICE OF THE  
GENERAL COUNSEL

CONSUMER AFFAIRS

07/31/2012 FAXOGC1 CONFIDENTIAL



August 12, 2012

RE: 2009 Ford Escape

VIN: 1FMCU03779M

CLAIM: UNINTENDED ACCELERATION

RECEIVED  
8-21-12 JC

Dear Ms. [REDACTED]

Thank you for your letter of July 31, 2012. This incident has been reported to Farmers Insurance, my insurance company - however, claim will be pursued as of present, individually. Therefore, as per your request, please find below and / or attached, all documentation you have required, as follows:

1. A complete description of accident. (**Attached**)
2. n/a (No police report or fire report made at time.)
3. Copy of vehicle title and registration (**Attached**)
4. Original color photographs of damage (**Attached** four (4) photos) (Note: All body shop photos uploaded to Farmers Claim Site.)
  - a. Photos of alleged defective part (n/a as it is the electronics / computer which govern acceleration.)
5. Original color photographs of the inside of the vehicle showing steering wheel etc. (n/a as the airbag did not deploy due to airbags standard deployment for deceleration / impact.)
6. Original color photographs of the accident scene. (**Attached**)
7. Copy of expert's report (n/a)
8. Statement from insurance company that there are no pending claims (Have requested Agent to contact you)
9. Attach repair estimate etc. (**Attached**, from LeMans Body & Paint.) Copies of draft payment (n/a at present).
10. A complete service history for the subject vehicle. (Vehicle has been maintained according to FORD guidelines by Sunrise Ford and Buerge Ford. They maintain all service records. Note: Transmission was recently replaced for lurching and jerky acceleration.)
11. Receipts for damages other than the vehicle (n/a at present).

Please note the following: (1) the vehicle was inspected at Buerge Ford for this issue, and nothing was found during their inspection. (2) The vehicle is currently being repaired at LeMans Body & Paint.

Also, please find **attached** responses to questions 1-14 found on page two of your letter.

I look forward to your review of this documentation and your reply.

[REDACTED]

██████████  
August 12, 2012

Ford ESCAPE 2009

VIN: 1FMCU037791 ██████████

RE: Incident Description - Unintended Acceleration

- Incident occurred while on drive home from work - Friday July 27, 2012
- Time was approximately 5:15pm.
- Daylight - still bright.
- Near intersection of Imperial Highway and Studebaker - eastbound.
- At red signal w/ a long line of traffic in left turn lane.
- Verizon van stopped in front of my Ford Escape.
- All vehicles, including my own, were at a complete standstill for the red light.
- Suddenly, while my foot on brake, vehicle suddenly accelerated full throttle.
- There was approx. 5 feet between my car and Verizon van in front.
- My Ford vehicle proceeded to smash into the van directly in front of me - then bounced back - and smashed into it again - full throttle.
- It was loud, stunning, totally counter-intuitive as my foot had been on brake.
- I was jarred around the interior and my belongings thrust to and fro.
- Somehow the vehicle stopped - I put car in Park and got out.
- My car's bumper was pressed precisely against the Verizon van's bumper.
- Damage was not as extreme as expected though impact was great (probably because the distance between the two cars was limited).
- The Verizon van driver asked what happened - and said I had hit him twice.
- He said he thought that someone had hit me and run and that he thought he had seen a car take off right away from behind.
- I said I didn't know - the car just took off full throttle on its own.
- It was quite shocking / frightening to watch the car smash into the van twice with foot on the brake.
- Police were not called - as we both said we were fine.
- He must have felt much less the impact as his van is large and heavy and heavily equipped.
- We pulled off to the first side street and exchanged information.
- I told him that today was the three year anniversary of purchasing the Escape.
- I apologized but said I just don't understand what happened as the car just took off on its own.
- He said he couldn't figure it out either - it made no sense. He thought someone had hit my vehicle. We were all at a stop.
- I agreed that it seemed like I was catapulted into his car out of the blue.
- We checked my vehicle's rear bumper for damage, but there was none.
- We took several fotos.

TO REMOVE THE STICKER FROM THE BACKING, BEND STICKER AT SLIT AND PEEL SLOWLY. ATTACHMENT #3

VEHICLE IDENTIFICATION NUMBER: 1FMCU03779K [REDACTED]  
 BODY TYPE MODEL: UT  
 DATE ISSUED: 07/19/2012

TYPE VEH.	MP	AX	WC	UNLADEN/GC/OW	TOTAL FEES PAID
120	G				\$210 1900

DATE FIRST SOLD: 00/00/2009 CLASS: FQ MAKE: FORD YR: 2009

- INSTRUCTIONS FOR APPLYING STICKER TO LICENSE PLATE
- CLEAN SURFACE THOROUGHLY. SCRAPE OFF ACCUMULATED STICKERS (STICKER WILL NOT STICK IF WET OR DIRTY).
  - PUT STICKER ON REAR LICENSE PLATE AS SHOWN BELOW:
- MOTORCYCLES:  
Right Half of This Well

DIMENSIONAL DATA  
 RIMNNW  
 LINEHOLDL  
 0

[REDACTED]  
 SANTA MONICA CA [REDACTED]  
 [REDACTED]  
 ATLANTA GA [REDACTED]  
 STATE OF CALIFORNIA  
 DEPARTMENT OF MOTOR VEHICLES  
 VALIDATED REGISTRATION CARD  
 READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

ALL OTHERS:  
In Top Right Corner

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

EVIDENCE OF INSURANCE - STATE OF CALIFORNIA



Named insured:  
 [REDACTED]  
 SANTA MONICA CA [REDACTED]

Policy number: [REDACTED]  
 Effective date: 07-30-2012  
 Expiration date: 07-30-2013  
 NAIC number: [REDACTED]

MID-CENTURY INSURANCE COMPANY, LOS ANGELES, CALIFORNIA, an authorized California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle(s).

Vehicle description: 2009 FORD TRUCK ESCAPE 4D 2WD XLT 1FMCU03779K [REDACTED]  
 Registered Owner: [REDACTED]

Agent name: SUMIT ROY

Phone: [REDACTED]

254408 10-10 Keep this certificate in your vehicle at all times.

DMV REGISTRATION COPY

A6408242





Image 5



Image 6



Image 3-FORD



Image 4





LEMANS BODY & PAINT - SANTA MONICA

Workfile ID: cd18cb04
Federal ID: 95-2801940
Resale Number: SRYAS101-436904
State EPA: CAL000219289
License Number: 010834
BAR: ARD00102660



Preliminary Estimate

RO Number: M8927

Written By: Mario Flores

Insured: [Redacted]
Type of Loss: COLL1-Collision
Point of Impact: 12 Front

Policy #: [Redacted]
Date of Loss: 7/27/2012 12:00:00 AM

Claim #: [Redacted]
Days to Repair: 0

Owner: [Redacted]
SANTA MONICA, CA [Redacted]

Inspection Location:
LEMANS BODY & PAINT - SANTA MONICA
[Redacted]
Repair Facility
[Redacted]

Insurance Company:
FARMERS
FARMERS
P.O BOX 268994
[Redacted]

VEHICLE

Year: 2009 Body Style: 4D UTV VIN: 1FMCU03779K [Redacted] Mileage In: 28961
Make: FORD Engine: 4-2.5L-FI License: [Redacted] Mileage Out:
Model: ESCAPE 4X2 XLT Production Date: 7/2009 State: [Redacted] Vehicle Out:
Color: WHITE Int: TAN Condition: Good Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Driver Seat
Power Mirrors

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning
Rear Defogger
Tilt Wheel
Cruise Control
Intermittent Wipers
Keyless Entry
Alarm
Rear Window Wiper
Steering Wheel Controls
Message Center

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY

Anti-Lock Brakes (4)
Driver Air Bag
Passenger Air Bag
Head/Curtain Air Bags
Front Side Impact Air Bags
Traction Control
Stability Control

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats
Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

**Preliminary Estimate**

RO Number: M8927

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2		O/H front bumper				2.2	
3	** <>	Repl A/M Bumper cover w/o appearance group	8L8Z17D957CPTM	1	363.96	Incl.	2.8
4		Add for Clear Coat					1.1
5		Add for fog lamps				0.3	
6	**	Repl A/M NSF Reinforcement	9L8Z17757A	1	72.00	Incl.	
7		R&I License bracket	8L8Z17A385AA			0.2	
8	*	Repl RT Support brace bracket	9L8Z17B762A	1	29.70	1.5	
		NOTE: NO TIME GIVEN. MANUAL LINE ENTERED.					
9	*	Repl LT Support brace bracket	9L8Z17B762B	1	54.07	1.5	
		NOTE: NO TIME GIVEN. MANUAL LINE ENTERED.					
10		<b>FRONT LAMPS</b>					
11		Repl RT Headlamp assy w/o appearance pkg	8L8Z13008A	1	187.76	0.4	
12		Aim headlamps				0.5	
13		Repl LT Headlamp assy w/o appearance pkg	8L8Z13008B	1	187.76	0.4	
14		R&I RT Fog lamp assy to 11/09	7R3Z15200A			Incl.	
15		R&I LT Fog lamp assy to 11/09	7R3Z15200A			Incl.	
16		<b>RADIATOR SUPPORT</b>					
17		Repl Air guide	8L8Z8C299A	1	59.23	0.1	
18	*	Rpr Upper tie bar	AL8Z16138A			s 5.5	1.2
19		<b>COOLING</b>					
20	**	Repl A/M Radiator	9L8Z8005A	1	170.00	m 1.9	
21		Repl RT Radiator lower insulator	8L8Z8125B	1	10.00		
22		R&I Fan assy	8L8Z8C607A			m Incl.	
23		<b>AIR CONDITIONER &amp; HEATER</b>					
24	**	Repl A/M Condenser w/auto trans	9L8Z19712A	1	199.00	m 1.0	
25		Evacuate & recharge				m 1.4	
26		Deduct for Overlap				0.4	
27		<b>FENDER</b>					
28	*	Rpr RT Fender	8L8Z16005A			3.0	2.0
29		Overlap Major Non-Adj. Panel					-0.2
30		Add for Clear Coat					0.4
31	*	Rpr LT Fender	8L8Z16006A			2.5	2.0
32		Overlap Major Adj. Panel					-0.4
33		Add for Clear Coat					0.3
34		R&I RT Fender liner	8L8Z16102B			0.3	
35		R&I LT Fender liner	8L8Z16103B			0.3	
36	*	Rpr RT Lower rail assy	8L8Z7810008A			s 2.5	1.0
37		Overlap Major Non-Adj. Panel					-0.2
38	*	Rpr LT Lower rail assy	8L8Z7810009A			s 3.5	1.0



**Preliminary Estimate**

**RO Number: M8927**

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

39		Overlap Major Non-Adj. Panel				-0.2
40	<b>HOOD</b>					
41	*	Rpr Hood	8L8Z16612A		0.5	2.8
42		Overlap Major Adj. Panel				-0.4
43		Add for Clear Coat				0.5
44	#	Refn DEDUCT FOR SPOT REF FULL CLEAR				-0.3
45	#	Antifreeze	1	12.50		
46	#	Cover Car	1	10.00 X		
47	#	D&R Battery	1		0.3	
48	#	Flex Additive	1	3.00		
49	#	Hazardous Waste	1	3.00 X		
50	#	Reset Electrical Components	1		0.5	
51	#	Seam Sealer / Caulk	1	10.00 T		
52	#	Spray out test panel	1		0.5	
53	#	Rpr Set up and Measure - Rack			2.0 F	
54	#	Rpr Structural Realignment			4.0 F	
55	#	Weld Thru Primer	1	5.00 T	0.5	
56		OTHER CHARGES				
57	#	Towing	1	225.00		
			<b>SUBTOTALS</b>	<b>1,601.98</b>	<b>36.9</b>	<b>13.4</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			1,348.98
Body Labor	30.9 hrs @	\$ 45.00 /hr	1,390.50
Paint Labor	13.4 hrs @	\$ 45.00 /hr	603.00
Frame Labor	6.0 hrs @	\$ 65.00 /hr	390.00
Paint Supplies	13.4 hrs @	\$ 32.00 /hr	428.80
Miscellaneous			28.00
Other Charges			225.00
<b>Subtotal</b>			<b>4,414.28</b>
Sales Tax	\$ 1,792.78 @	9.2500 %	165.83
<b>Grand Total</b>			<b>4,580.11</b>
Deductible			1,000.00
<b>CUSTOMER PAY</b>			<b>1,000.00</b>
<b>INSURANCE PAY</b>			<b>3,580.11</b>



Preliminary Estimate

RO Number: M8927

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

=====

AUTHORIZATION TO REPAIR

The items herein before or attached are an estimate based on our inspection and does not cover any additional parts or labor which may be required after work has been opened up. Occasionally after work has been started, worn or damaged parts are discovered which were not evident on the first inspection. Because of this, the prices listed herein or attached are not guaranteed, and are for immediate acceptance only. I hereby authorize the described repair work to be done, along with the necessary material, and 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 the herein described vehicle to secure the amount of repairs thereto.

We are not responsible for loss or damage to vehicle or articles left in case of fire, theft, or any other cause beyond our control.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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POWER OF ATTORNEY

I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs on my vehicle which has been released and accepted.

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

=====

QUALITY REPLACEMENT PARTS WARRANTY

OUR REPAIR ESTIMATE MAY SPECIFY THE USE OF QUALITY REPLACEMENT PARTS. QUALITY REPLACEMENT PARTS ARE PARTS NOT MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER. WE WILL STAND BEHIND THE QUALITY REPLACEMENT PARTS THAT ARE SPECIFIED ON THIS ESTIMATE AND USED IN THE REPAIR OF YOUR VEHICLE, FOR AS LONG AS YOU OWN/LEASE THE VEHICLE. WE WARRANT THESE PARTS ARE OF LIKE KIND, QUALITY, SAFETY, FIT AND PERFORMANCE TO PARTS MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER.

THIS WARRANTY EXCLUSIVELY COVERS LOSS OR DAMAGE THAT IS RELATED TO DEFECTS IN THE QUALITY REPLACEMENT PART. THIS WARRANTY DOES NOT COVER DAMAGE OR PART FAILURE DUE TO IMPROPER INSTALLATION, MISUSE, NEGLIGENCE, ABUSE, IMPROPER MAINTENANCE, ABNORMAL OPERATION, OR NORMAL WEAR & TEAR.

SHOULD A SUPPLIER OF A PART SPECIFIED IN OUR REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, WE WILL MAKE EVERY EFFORT TO SEE THAT THE PROBLEM IS CORRECTED.

THIS WARRANTY AND ANY REPRESENTATIONS MADE HEREIN ARE NON-TRANSFERABLE AND EXTEND ONLY TO THE PARTY OWNING/LEASING THE VEHICLE AT THE TIME OF THE REPAIR.

FOR ASSISTANCE, PLEASE CONTACT THE NEAREST HELPPPOINT CLAIM SERVICES OFFICE.

DISCLAIMER:

**Preliminary Estimate**

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**RO Number: M8927**

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT INSURANCE CLAIM FOR THE PAYMENT OF A LOSS MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE LABOR AND TAX RATES USED WERE DETERMINED BY THE VEHICLE INSPECTION LOCATION UNLESS THE REPAIR FACILITY WAS KNOWN AT THE TIME OF THE INSPECTION OR ANOTHER LOCATION WAS SPECIFIED BEFORE THE ESTIMATE WAS PREPARED



Preliminary Estimate

RO Number: M8927

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

If you have coverage for damage to your vehicle under this policy it is our obligation to inform you that Under California Code of Regulations, Title 10, Chapter 5, Section 2695.8(e) you have the right to select the vehicle repair facility of your choice.

WE ARE PROHIBITED BY LAW FROM REQUIRING THAT REPAIRS BE DONE AT A SPECIFIC AUTOMOTIVE REPAIR DEALER. YOU ARE ENTITLED TO SELECT THE AUTO BODY REPAIR SHOP TO REPAIR DAMAGE COVERED BY US. WE HAVE RECOMMENDED AN AUTOMOTIVE REPAIR DEALER THAT WILL REPAIR YOUR DAMAGED VEHICLE. IF YOU AGREE TO USE OUR RECOMMENDED AUTOMOTIVE REPAIR DEALER, WE WILL CAUSE THE DAMAGED VEHICLE TO BE RESTORED TO ITS CONDITION PRIOR TO THE LOSS AT NO ADDITIONAL COST TO YOU OTHER THAN AS STATED IN THE INSURANCE POLICY OR AS OTHERWISE ALLOWED BY LAW. IF YOU EXPERIENCE A PROBLEM WITH THE REPAIR OF YOUR VEHICLE, PLEASE CONTACT US IMMEDIATELY FOR ASSISTANCE.

AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY, AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free [REDACTED]

[REDACTED]  
Sacramento, CA [REDACTED]

The Bureau of Automotive Repair can also accept complaints over its web site at: [www.autorepair.ca.gov](http://www.autorepair.ca.gov)

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California



Preliminary Estimate

RO Number: M8927

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

Department of Insurance at:

Los Angeles, CA

The California Department of Insurance can also accept complaints over its web site at: [www.insurance.ca.gov](http://www.insurance.ca.gov)

We must be notified by the repair facility, and physically inspect, all requests for supplemental damage. Failure to provide adequate notice may result in nonpayment of additional charges not contained in this appraisal.

This warranty and any representations made herein are non-transferable and its benefits extend only to the party owning the vehicle at the time of the repair. It is not part of your insurance policy and does not constitute an extension of coverage thereunder.

This is not an authorization for repairs. Moreover, we must inspect and approve any and all supplementary damages prior to repair. If, after we have authorized repair, you fail to present this estimate to the repair facility prior to the start of repairs, you may incur additional expense.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. PATHWAYS: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/\_=WITH/\_ SYMBOLS: #=MANUAL LINE ENTRY, \*=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], \*\*=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.



## Preliminary Estimate

RO Number: M8927

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

"If the above estimate includes a NAPA part price, the repair facility must complete a one time set up with their local NAPA retailer in order to receive the special "Farmers Preferred Parts Program" pricing. To accomplish set up, contact your local NAPA retailer and ask them to insert billing code number 9066 into your customer billing profile. The 9066 code will enable your repair facility to receive special pricing on all NAPA parts and/or supplies purchased. If you do not already have a local NAPA retailer account, please call 1-800 LET-NAPA for your nearest NAPA location."

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2MK08, CCC Data Date 8/1/2012, 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. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as AM. Used parts are described as LKQ, 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 2012 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 CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.

## Preliminary Estimate

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**RO Number: M8927**

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

Sect=Section, Subl=Sublet, UHS=Ultra High Strength Steel, N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair, EPA=Environmental Protection Agency, NHTSA= National Highway Transportation and Safety Administration, PDR=Paintless Dent Repair, VIN=Vehicle Identification Number.

Preliminary Estimate

RO Number: M8927

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

ALTERNATE PARTS SUPPLIERS

Supplier: PerfectFit - Carson  
Location(s): 17150 S. MARGAY AVENUE, CARSON CA 90746



Line	Description	Item #	Price
3	A/M Bumper cover w/o appearance group	REPF010307P	\$ 363.96

Supplier: PartsChannel - FPPP - Portland  
Location(s): 7015 NE COLUMBIA BLVD, PORTLAND OR 97218

(800) 843-7783 (503) 249-0196

Line	Description	Item #	Price
6	A/M NSF Reinforcement	FO1006225DSN	\$ 72.00
20	A/M Radiator	RD13040	\$ 170.00
24	A/M Condenser w/auto trans	AC3782	\$ 199.00



Preliminary Estimate

RO Number: M8927

Vehicle: 2009 FORD ESCAPE 4X2 XLT 4D UTV 4-2.5L-FI WHITE

ALTERNATE PARTS USAGE

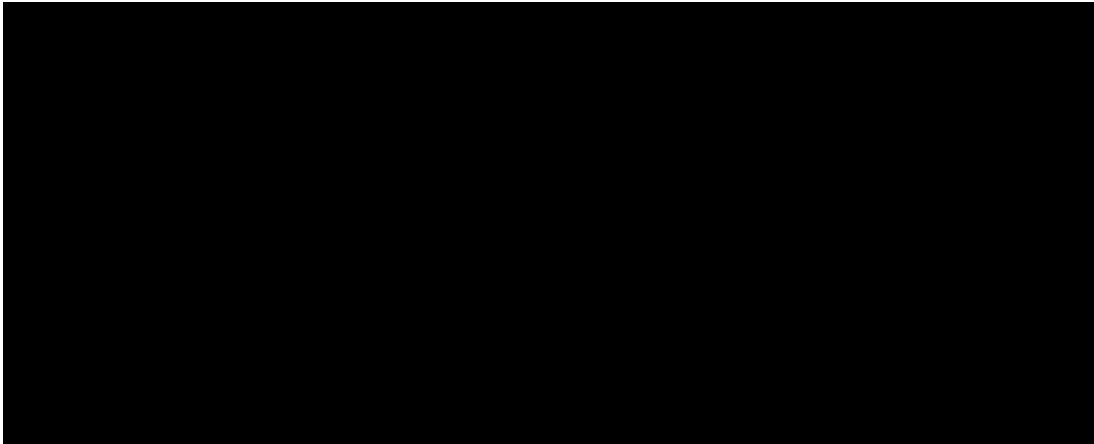
Year: 2009      Body Style: 4D UTV      VIN: 1FMCU03779K [REDACTED]      Mileage In: 28961  
Make: FORD      Engine: 4-2.5L-FI      License: 6JWL962      Mileage Out:  
Model: ESCAPE 4X2 XLT      Production Date: 7/2009      State:      Vehicle Out:  
Color: WHITE Int: TAN      Condition: Good      Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	6	4
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	2	0
Recycled	N/A	1	0



FORD Questions 1-14

1. What are you seeking from FORD MOTOR COMPANY?
  - a. Within 30 days the following:
    - i. Acknowledgement of defect (individual and public)
    - ii. Correction / Repair of defect
    - iii. Reimbursement of damages resultant of defect / incident, including but not limited to:
      1. All vehicle damage to both parties involved in accident.
      2. All car rental costs.
      3. Any reduction of car's re-sale value as a result of accident.
      4. If defect not remedied within said time, replacement of vehicle.
2. The alleged defect?
  - a. Likely electronic / computer that governs vehicle acceleration. Unconfirmed at present.
    - i. Note: Ford inspection / representative has confirmed that the vehicle's computer may not be able to diagnose this issue.
    - ii. Note: Public information widely available as to various Ford vehicles' unintended acceleration issues and recalls.
3. No.
4. Norwalk, California. July 27, 2012.
5. 28,956
6. N/A
7. Yes - engine was running. Foot on brake at red light.
8. Yes - keys were in ignition at time of occurrence.
9. Vehicle was purchased brand new.
10. n/a
11. Vehicle is currently at LeMans Body & Paint, Santa Monica, CA
12. Yes - Insurance company has been notified of the incident.
13. Insurance Information:
  - a. Farmers Claim Number [REDACTED]
  - b. Farmers' Insurance P.O. Box 268994 Oklahoma City, OK 73126-8994
  - c. [REDACTED]
  - d. Field Consultant [REDACTED]
14. Names of witnesses. Other party involved, [REDACTED]



BEGINNING OF CONTACT  
08/06/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

REGION: S2 CHARLOTTE OGC ISSUE: CASE NBR: 365782171  
VIN: 1FMCU9D75AK [REDACTED] ZONE: A01 OPENED: 2011/08/05  
ENGINE: 7 VEH TYPE: T CLOSED: 2011/08/05

LAST NAME: [REDACTED] FIRST NAME: [REDACTED] STATUS: CLOSED  
TITLE: [REDACTED] MI: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: ASHEVILLE STATE: NC ZIP: [REDACTED]  
HOME PHONE: [REDACTED]  
MODEL YEAR: 2010 MODEL: ESCAPE  
MILEAGE: 9600  
DEALER NAME: ASHEVILLE FORD LINCO SALES CODE: F21663 P & A: 09837  
REASON CODE: 0796 LEGAL - ALLEGED INJURY  
SYMPTOMS: 612600 SURGE CRUISE

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION:PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: JGELIN GELIN, JAMES

DATE: 2011/08/05 TIME: 11.13.46:  
ACTION DATA/COMMENTS:

CUSTOMER SAID: - HAS ISSUE WITH ESCAPE- SHE WAS PUTTIN CAR IN PARK POSITION, THE CAR JUMPED AND HIT A FENCE- THE CAR SURGED- CUST FOOT WAS ON BRAKE- WENT FROM STOP POSITON AND THE CAR JUMPED- HAPPENED IN A FEW SECONDS- NO POLICE REPORT CUST WILL PAY FOR FENCE- CUST SAID THAT SHE WILL WORK WITH THIS PROBLEM PRIVATELY- CUST SAYS THAT A/C WAS ON- CAR IS CURRENTLY AT ASHEVILLE FORD LINCOLN- SAYS IF THE DLRSHIP HAS NOT CONTACTED HER AND SHE WILL BE SCARED TO DRIVE CAR IS DLR DOES NOT FIND PROBLEM-----1. DATE OF THE ACCIDENT 8/2/112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT YES3. IF THERE WERE ANY INJURIES SUSTAINED NO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED RENAISSANCE HOTEL IN DOWNTOWN NASHVILLE5. 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. NO8. 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, NO10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE YES, JUST THE BUMPER IS SCARTCHED11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING - JUST WANTS HER CAR TO BE FIXED AND WOULD LIKE TO REPORT THE PROBLEMDEALER SAID: ASHEVILLE FORD [REDACTED] RO ASHEVILLE NC [REDACTED] 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.

08/06/2011  
JGELIN, JAMES

August 21, 2011

Ally

[REDACTED]

Dearborn, MI [REDACTED]

RE: 2010 Escape

VIN: JFMCU9D75AK [REDACTED]

Dear [REDACTED]

I have not issued a claim, nor turned anything over to my insurance company. The car did a surge of energy after I was in my parking space and before I put it in park, jumped a curb, and hit a fence. It scared me half to death. I had the car towed to Ford at my expense because I was afraid to drive it. Asheville Ford checked it out and could not find anything wrong with it including any information that might have shown up on the car computer.

The only thing I want is that I am made aware if there are other reports of this type of problem and if there is a recall. I loved my new car and was so happy it got me up and down the mountains in two snow storms last year. I liked being in a bigger car after driving a Contour and Focus for the past 18 years. Now every time I drive the Escape, I am concerned that surge may come again. The car was great for over 9,000 miles so I have to build up some confidence again.

Sincerely,

[REDACTED]

Asheville, NC [REDACTED]

[REDACTED]





July 19, 2010

[REDACTED]  
Dearborn, MI [REDACTED]

Dear Sir/Madam:

I would appreciate your attention to the details in this letter. They are as important to you and your company as they are to my wife and me.

We purchased a Ford Fusion in April, 2010 mainly because Ford was an American made car and Ford did not take the government buyout as others did. This was critical to our decision. Less than one month after buying our car, it malfunctioned (see reports) and went through our garage wall into our bathroom nearly burying my wife in vanity drawers, mirror glass and debris. Luckily she was far enough away not to get physically harmed. She did, however, as did I, suffer from the freight of our lives. We were forced to leave our home with our 91 year old mother, stay at a hotel for two days so they could rebuild the platform on which the air conditioner and hot water tank stand.

Key Scales dealership did fix the car, we thought, However, no one at Ford offered to pay our deductible \$1,000, hotels or meals expenses, nothing. What one of the service department personnel said was "it can't be too serious, this isn't a Toyota. Well Sir/Madam, this same car was back this week, (July 12m 2010) it would not start. We brought it in, they did not offer a car for us to use while it was being evaluated, until they realized what was wrong with the car, see attached. Then they offered the car to use.

I have had enough. I believe Ford, for it's own sake if nothing else, should make this right. We have been patient but this last breakdown as pushed my patience to it's limit. The manager of Key Scales was a lot more helpful this time around and he believes this car is flawed.

I would appreciate your attention to this situation and; our inconvenience and financial losses to say nothing of the memories my wife and I have of the event. Just a side note, she is legally blind on top of all of this. Try processing this event, everything flying at you when you cannot see.

My address is stated below. If you would like to call, you can reach me at [REDACTED]

I hope, for once, an American company does the right thing. At this time, I would never recommend a Ford to anyone I know and that is hard for me to say. It seems that no matter what happens, car makers and dealers just don't get it.

Hoping to hear from you I remain sincerely upset,

[REDACTED]

The Villages, FL [REDACTED]

Repair reports enclosed







SHOP SALES & SERVICE 24/7 AT WWW.KEYSCALESFORD.COM

SERVICE INVOICE

CUSTOMER NO: 19094	ADDRESS: MARILYN FREAS 303	HW REG: 282	INVOICE NO: 07/13/10	INVOICE ID: F0CS72374
	SALES PRICE: 9,435	COLOR: RED/	VEHICLE NO: 24725	
	YEAR/MAKE/TYPE: 10/FORD/FUSION/4DR SDN I4 SEL FWD		DELIVERY DATE:	DELIVERY MILE: 7,775
	VEHICLE ID NO: 3FAHP0JA1AR	SALES DEALER NO:	PRODUCTION DATE:	
			07/12/10	
BUSINESS PHONE:			MO: 9441	

JOB# 1 CHARGES

LABOR	DRIVEABILITY	TECH(S):505	WARRANTY		
J# 1 10FOZ	CUSTOMER STATES EXCESSIVE CRANKING BEFORE STARTING STILL. SAME PROBLEM SEE RO#70842. IDS TEST VERIFIED CONCERN, REMOVED SPARKPLUGS TO INSPECT AND FOUND TO BE FUEL FOULED. INJECTOR FLOW TEST AND DATA LOGGER FOUND CHT SENSOR READING 50 DEG ALL TIME. PINPOINT TEST. REPLACED PLUGS AND CHT SENSOR. MONITOR ON ROADTEST TO REPAIR.				
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	4	SP-490	SPARK PLUG AYSF-32Y		
	1	BS4Z-6G004-A	SENSOR ASY		
				TOTAL - PARTS	0.00

JOB# 1 TOTALS: JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR	COOLING SYS CONCERN	TECH(S):505	WARRANTY
J# 2 20FOZ03	CUSTOMER STATES TEMP GAUGE HASNT MOVED IN 4 DAYS THIS WAS RELATED TO THE FIRST REPAIR. COMPLETED.		
JOB# 2 TOTALS: JOB# 2 JOURNAL PREFIX F0CS JOB# 2 TOTAL 0.00			

JOB# 3 CHARGES

LABOR	MULTI-POINT INSPECT	TECH(S):505	WARRANTY
J# 3+00FOZ99P	MULTI-POINT INSPECTION PERFORM INSPECTION PER CHECKLIST SEE CHECKLIST FOR RESULTS GBATT.GTIRE.GBRK		
JOB# 3 TOTALS: JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL 0.00			

JOB# 4 CHARGES

LABOR	RENTAL	TECH(S):1	WARRANTY
J# 4+70FOZ03	TAP RENTAL		
JOB# 4 TOTALS: JOB# 4 JOURNAL PREFIX F0CS JOB# 4 TOTAL 0.00			

PAGE 1 OF 2 CUSTOMER COPY (CONTINUED ON NEXT PAGE) 03:14pm

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Today's Date: 7-12-10 RO/Tag: 70374 State: Illinois  
 Make/Model/Year: 10 Fusion Mileage: 5435  
 VIN #: 1AL Plate #:

Mail Address:

**SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT**

DUE	SERVICED	DUE	SERVICED
<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Oil Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>	<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Transmission Filter	<input type="checkbox"/>
<input type="checkbox"/> Oil Change	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid	<input checked="" type="checkbox"/>

\*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit [www.genuineFord.com](http://www.genuineFord.com) for vehicle specific maintenance requirements.

**CHECK FLUID LEVELS AND FILL**

SERVICED

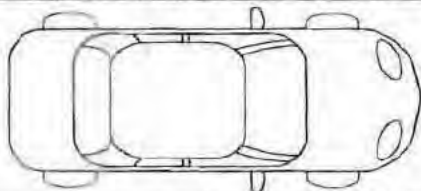
<input checked="" type="checkbox"/> Oil and/or fluid leaks	<input type="checkbox"/>	
OK / FILL	OK / FILL	OK / FILL
<input checked="" type="checkbox"/> Engine Oil	<input checked="" type="checkbox"/> Power Steering	<input checked="" type="checkbox"/> Transmission (if equipped with dipstick)
<input checked="" type="checkbox"/> Brake Reservoir	<input checked="" type="checkbox"/> Window Washer	<input checked="" type="checkbox"/> Coolant Recovery Reservoir

**BATTERY**



**EXTERIOR BODY**

Note any existing exterior body damage or defects on diagram



**SYNC VEHICLE HEALTH REPORT (VHR)**

ACTIVATED

VHR Activation  Yes  No  N/A

LEGEND  Contributes to vehicle efficiency and a green environment  
 Checked and OK at this time  May require future attention  Requires immediate attention

**CHECK FOLLOWING SYSTEMS/COMPONENTS**

SYSTEM/COMPONENT	STATUS	REMARKS
<b>BRAKE SYSTEM</b>		
Brake system (including lines, hoses, and parking brake)	<input checked="" type="checkbox"/>	
<b>STEERING AND SUSPENSION</b>		
Shocks/struts and other suspension components for leaks and/or damage	<input checked="" type="checkbox"/>	
Steering, steering linkages and ball joints	<input checked="" type="checkbox"/>	
<b>EXHAUST SYSTEM</b>		
Exhaust system (leaks, damage, loose parts)	<input checked="" type="checkbox"/>	
<b>TRANSMISSION AND DRIVE AXLE</b>		
Clutch operation (if equipped)	<input checked="" type="checkbox"/>	
Constant velocity (CV) drive axle boots (if equipped)	<input checked="" type="checkbox"/>	
Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	<input checked="" type="checkbox"/>	
<b>LIGHTS/BLADES/WINDSHIELD</b>		
Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	<input checked="" type="checkbox"/>	
Windshield washer spray, wiper operation and wiper blades	<input checked="" type="checkbox"/>	
Windshield for cracks, chips and pitting	<input checked="" type="checkbox"/>	
<b>BELTS/HOSES/MOUNTS</b>		
HVAC system and hoses/lines for leaks and/or damage	<input checked="" type="checkbox"/>	
Engine Cooling system, radiator, hoses and clamps	<input checked="" type="checkbox"/>	
Accessory drive belt(s)	<input checked="" type="checkbox"/>	

**TIRE/BRAKE WEAR**

<b>TIRE TREAD</b>	1/32" and greater	1/32" to 1/16"	1/16" and less
<b>BRAKE LINING</b>	Over 4mm 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 1.01 to 2mm (Drum) or 2/32" to 3/32"

TIRE WEAR INDICATES:	SERVICED	LEFT FRONT <input checked="" type="checkbox"/>		RIGHT FRONT <input checked="" type="checkbox"/>	
		STATUS	REMARKS	STATUS	REMARKS
<input type="checkbox"/> Alignment check needed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tire Tread Depth <u>1/32"</u>	<input checked="" type="checkbox"/>	Tire Tread Depth <u>1/32"</u>
<input type="checkbox"/> Wheel balances needed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage	<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage
<input type="checkbox"/> Tire repair needed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI	<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI
<input checked="" type="checkbox"/> Brake measurements not taken this service visit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake Lining <u>OK</u> mm <u>1/32"</u>	<input checked="" type="checkbox"/>	Brake Lining <u>OK</u> mm <u>1/32"</u>
		LEFT REAR <input checked="" type="checkbox"/>		RIGHT REAR <input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	Tire Tread Depth <u>1/32"</u>	<input checked="" type="checkbox"/>	Tire Tread Depth <u>1/32"</u>
		<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage	<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage
		<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI	<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI
		<input checked="" type="checkbox"/>	Brake Lining <u>OK</u> mm <u>1/32"</u>	<input checked="" type="checkbox"/>	Brake Lining <u>OK</u> mm <u>1/32"</u>

Comments:

Service Advisor:

Customer Signature:

Technician:

12-50501785



SHOP SALES & SERVICE 24/7 AT WWW.KEYSCALESFORD.COM

SERVICE INVOICE

ACCOUNT NO. 19094	NAME MARILYN FREAS	303	282	INVOICE DATE 07/13/10	INVOICE NO. FOC572374
[REDACTED]	ADDRESS [REDACTED]	9,435	RED/	STOCK NO. 24725	
THE VILLAGES, FL	10/FORD/FUSION/4DR SDN I4 SEL FWD			DELIVERY MILE 7,775	
	3 F A H P O J A 1 A R				
				07/12/10	
					MO: 9441

COMMENTS-----  
WAIT  
TECHNICIAN CERTIFICATION-----  
1 1 99

TOTALS-----  
\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\* DATE PAID CASHIER \*  
\*\*\*\*\*  
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**

THANK YOU FOR YOUR BUSINESS!!  
VISIT US ON THE WEB AT KEYSKALESFORD.COM

CUSTOMER SIGNATURE \_\_\_\_\_

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ADDRESS: FORD 34748  
 PHONE (352) 787-3511  
 TOLL FREE (800) 437-9175  
 STATE OF FLORIDA REGISTRATION # MV - 06321



SHOP SALES & SERVICE 24/7 AT WWW.KEYSCALESFORD.COM

SERVICE INVOICE

CUSTOMER NO: 19094	OWNER: MARILYN FREAS	303	347	DATE: 05/24/10	PROJECT NO: FOC570842
	FACTOR RATE	LIBRARY #	SALE PRICE: 8,368	COLOR: RED/	STOCK # 24725
	VEHICLE MAKE/MODEL: 10/FORD/FUSION/4DR SDN I4 SEL FWD			DEALER PRICE:	NET PRICE: 7,775
	VIN: 3FAHP0JA1AR			SELLER DEALER TAG	REGISTRATION FEE
				DATE: 05/20/10	

MO: 8374

JOB# 1 CHARGES

LABOR J# 1 10FOZ01 DRIVEABILITY CONCERN TECH(S):505 WARRANTY

CUSTOMER STATES VEHICLE HAS EXCESSIVE CRANKING-WILL CONTINUE TO CRANK WHEN LET GO OF KEY PERFORMED IDS DIAGNOSIS,REPAIR PER TSB 09 19 1,INSTALLED REVISED CAPACITOR GROUND STRAP,COMPARED TO ALIKE UNIT, NORMAL OPERATION."OTIS" ONE TOUCH INSTANT START,IS NORMAL, COMPLETED.

PARTS QTY FP NUMBER DESCRIPTION UNIT PRICE WARRANTY  
 1 AE5Z-18801-A CAPACITOR ASY TOTAL PARTS 0.00

JOB# 1 TOTALS JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR J# 2 10FOZ DRIVEABILITY TECH(S):505 WARRANTY

CUSTOMER STATES WAS PULLING INTO GARAGE & ACCEL PEDAL STUCK IDS TEST,NO CODES IN MEMORY OR ACTIVE,NO OBSTRUCTIONS,USED DATA LOGGER,CHECKED MODE SIX DATA, UNABLE TO DUPLICATE CONCERN,NO SSM OR TSB THAT APPLY, COMPLETED.

JOB# 2 TOTALS JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR J# 3+10FOZ13 DRIVEABILITY RECALL TECH(S):505 WARRANTY

RECALL 10B15 CC-A99 PERFORMED RECALL 10B15,REPROGRAM PCM TO LATEST CALIBRATION, COMPLETED.

JOB# 3 TOTALS JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

COMMENTS CALL DAWN

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**IMPORTANT**  
 YOU MAY RECEIVE A QUESTIONNAIRE FROM FORD MOTOR CO. IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED", PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY KEY SCALES FORD INC.

J.S  
 J.A  
 J.N  
 J.W  
 J.U





TO [REDACTED]  
STATE OF FLORIDA REGISTRATION # MV - 06352



SERVICE INVOICE

CUSTOMER NO. <b>19094</b>	ADVISOR <b>MARTLYN FREAS</b>	303	347	WORK ORDER NO. <b>05/24/10</b>	INVOICE NO. <b>FOCS70842</b>
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>8,368</b>	COLOR <b>RED/</b>	VEHICLE NO. <b>24725</b>
<b>THE VILLAGES, FL</b> [REDACTED]	YEAR MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SEL FWD</b>			DELIVERY DATE	DELIVERY MILE <b>7,775</b>
	VIN <b>3FAHP0JA1AR</b> [REDACTED]			SELECS DEFENSE	PRODUCTION OUT
REPAIR PHONE <b>352-350-6558</b>	BUSINESS PHONE	COMMENTS		DATE <b>05/20/10</b>	MO: <b>8374</b>

TOTALS

\*\*\*\*\*  
 \* [ ] CASH [ ] CHECK CK NO. [ ] \*  
 \* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
 \* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
 \* DATE PAID CASHIER \*  
 \*\*\*\*\*

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**

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THANK YOU FOR YOUR BUSINESS!!  
 VISIT US ON THE WEB AT KEYSKALESFORD.COM

CUSTOMER SIGNATURE \_\_\_\_\_

Vertical text on the left margin.

2123 EASTVIEW PARKWAY  
CONYERS, GA 30013

PHONE: [REDACTED] FAX: [REDACTED]

CD LOG NO 4233 -11 DATE 05-18-10  
ESTIMATE

Jack  
Day  
2010  
Fashion

CLAIM INFORMATION

CLAIM # [REDACTED] POLICY # UNK  
COMPANY AAA SOUTH CLAIM REP PATRICIA LANHAM  
FAV WORK PH# (800) 289-1325  
INSURED [REDACTED] LOSS DATE 05-14-10  
CLAIMANT SAME LOSS TYPE COLLISION  
FILE ENDR FILE # 445932

INSPECTION

TYPE MANUAL APPRAISAL CONV  
PRIMARY PDI FRONT END CENTER SECOND PDI  
APPRAISER NAME MICHELLE VALIS  
LICENSE # [REDACTED]  
WORK PHONE (900) 647-1616 FAX (400) 952-5371  
ADDRESS 2123 EASTVIEW PKWY INST DATE 05-18-10  
CITY STATE CONYERS GA LOCATION  
ZIP 30013- CITY STATE

OWNER

[REDACTED] WORK# [REDACTED]  
[REDACTED] PHONE# [REDACTED]  
THE VILLAGES FL [REDACTED]

REPAIR

ATTN DAWN SHOP LIC# 26-2410403  
PHIL'S AUTO BODY CAR IN  
111 EAST NORTH BLVD CAR OPT  
LEESBURG FL 34748- REPAIR 3 DAYS  
SHOP PHONE (352) 787-1308 FAX (352) 787-0990

VEHICLE

2001 FORD FUSION SEL 4 DR SEDAN  
4CYL GASOLINE 2.5

OPTIONS

THREE-STAGE - EXTERIOR USER DEFINE BUMPER COVER MOUNTED FOG LAMPS  
PASSENGER POP R FRONT SEAT KEYLESS ENTRY SYSTEM  
HEATED REMOTE CONTROL MIRRORS AUTOMATIC TRANS  
STRG WHEEL MTD RADIO CONTROLS OVERHEAD CONSOLE

BODY COLOR RED MILEAGE 8,366  
CONDITION VIN 3EAEHP07A1R163978  
LICENSE # 0378HY CODE P345  
LICENSE STATE FL VEH INSP #

REMARKS:

NO ALTERNATIVE PARTS APPLICABLE DUE TO AGE/COND OF VEHICLE  
REPAIRS AGREED WITH AT SHOP ON 5-18

-1-

1810@ 423pm Not fared to room - [Signature]

Pop  
Spa/10  
CNET  
00007896  
\$1859.92

CLAIM # [REDACTED]

STIMULATE COPY F XED TO SHOP  
 \*\*\*FOR SUPPLEMENTS PLEASE CALL MCGRAW HILL AT 800-451-7243 EXT 63 OR 276-930-4294  
 VEHICLE DRIVABLE (NO)  
 \*\*\*\*SUPPLEMENTS MUST!!! INCLUDE PARTS INVOICES BEFORE PAYMENT CAN BE AUTHORIZED  
 SUPPLEMENTS WILL NOT BE PROCESSED WITHOUT PROPER DOCUMENTATION  
 EMAIL SUPPLEMENT PHOTOS TO: PHOTOS@ASICLAIMS.COM + INCLUDE CLAIM #  
 EMAIL SUPPLEMENT INFORMATION TO: SUPPLEMENTS@ASICLAIMS.COM

OF CODES:

U = USER-ENTERED VALUE	E = REPLACE OEM	NR = REPLACE NACS
EC = REPLACE ECONOMY	UE = OE SURPLUS	RR = RECONDITIONED PRT
UM = REMAN/REBUILT PRT	EU = LIKE KIND & QUALITY	ER = REPLACE PXN
OE = PXN OE SRPLS	EC = EXN RECONDITIONED	RE = EXN REMAN/REBUILT
TE = PARTL REPL PRICE	RE = PARTL REPL LABOR	R = PARTIAL REPAIR
1 = REPAIR	S = REFINISH	RS = BLEND REFINISH
TY = TWO-TONE	CG = CHIPGUARD	RS = RUBLET
N = ADDITIONAL LABOR	RI = R&I ASSEMBLY	P = CHECK
AA = APPEAR ALLOWANCE	RE = RELATED PRIOR	PR = UNRELATED PRIOR

QTY	QTY	DESCRIPTION	MFR. PART NO.	PRICE	ADJ%	R%	HOURS	R
1	0005	BUMPER, FRONT	REFINISH 0.7 Surface				0.7	4
E	0020	COVER, FRONT BUMPER	AE5Z17D957BA87H	537.02			2.0	1
L	0020	COVER, FRONT BUMPER	REFINISH 2.7 Surface 1.0 Three-stage Satin 1.0 Three-stage				4.7	4
E	0120	GRILLE, FRT BUMPER LWR	AE5Z82000A	77.50			INC	1
E	0121	MOLDG, FRT BMPR CVR LWR	AE5Z17K945A	124.15*			INC	1
E	0322	DAM, AIR	AE5Z17626AA	30.87*			0.1	1
E	0010	PANEL, FRT BMPR LICENS	AE5Z17A385AA	19.80*			0.2	1
E	0617	ABSORBER, FRONT BUMPER	AE5Z17G882A	87.25*			0.4*	1
E	0029	GRILLE ASSEMBLY	AE5Z8200A	113.57*			INC	1
E	0064	GRILLE LOWER	AE5Z8200B	103.12*			INC	1
E	0415	REINF, GRILLE ASSEMBLY	AE5Z8A284AC	85.77*			0.3	1
EC		FLEX ADDITIVE	REPLACE ECONOMY	5.00*				1*

12 ITEMS

FINAL CALCULATIONS & ENTRIES

PARTS

GROSS PARTS	\$ 1,168.63
OF SURPLUS PARTS	
OTHER PARTS	\$ 5.00
PAINT MATERIAL	\$ 118.80

ADJUSTMENTS

PARTS & MATERIAL TOTAL	\$ 1,292.43
TAX ON PARTS & MATERIAL @ 7.000%	\$ 90.47

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	40.00	3.0		\$ 120.00
2-MECH/ELEC	0.00			



CLAIM # [REDACTED]

3-FRAME	\$ 0.00		
4-REFINISH	\$ 40.00	8.4	16.00
5-PAINT	\$ 22.00		
LABOR TOTAL			336.00
TAX ON LABOR	7.000%		23.52
SUBLET REPAIRS			
TAX ON SUBLET	7.000%		
TOWING			117.50
STORAGE			
GROSS TOTAL			1,859.92
LESS: DEDUCTIBLE			UNKNOWN-
NET TOTAL			1,859.92

ESN No  
 SPPL No  
 EWS No  
 AUDATEX PENPRO W0412 ES LOG4433 -0 05-18-14 20:17:46  
 REL 4.12.30 DT 02/10  
 (C) 1993 - 2007 AUDATEX NORTH AMERICA, INC.

2.0 HRS WERE ADDED TO THIS EST BASED ON AUDATEX'S THREE-STAGE REFINISH FORMULA.

UNDER THE AFTERMARKET CRASH PARTS ACT, THE INSURED AUTO REPAIR SHOP MUST NOTIFY THE CONSUMER OF THE USE OF NON-ORIGINAL PARTS BY IDENTIFYING THE PARTS IN THE ESTIMATE. THE ESTIMATE SHOULD INCLUDE OR HAVE ATTACHED TO IT A DISCLOSURE STATEMENT CONFORMING TO THE STATUTE SPECIFICATIONS, WHICH INFORMS THE CONSUMER THAT THE AFTERMARKET PARTS ARE WARRANTED BY THE PART MANUFACTURER OR DISTRIBUTOR, NOT THE AUTOMOBILE MANUFACTURER. A VIOLATION OF THE PROVISIONS WILL CONSTITUTE A VIOLATION OF THE RESPECTIVE STATE TRADE PRACTICE STATUTES. (FL STAT. 501-30 (1997))



Estimate Summary Page  
MICHELLE VALIS

GROSS TOTAL	\$ 1,859.92
LESS: DEDUCTIBLE	UNKNOWN-
NET TOTAL	\$ 1,859.92

AUDATEX RENPRO W0411 ES LOG4433 -0 05-18-10 11:17:46  
REL 4.12.30 DT 0011

(C) 1997 - 2007 AUDATEX NORTH AMERICA, INC.

THIS ESTIMATE AND IT DOES NOT REPRESENT AUTHORIZATION TO REPAIR OR AN  
ACCEPTANCE/DETERMINATION OF LIABILITY. THIS ESTIMATE AUDIT DOES NOT CONFIRM  
THAT PAYMENT WILL BE ISSUED. SIGNED AUTHORIZATION MUST BE OBTAINED BY THE  
REPAIR FACILITY FROM THE VEHICLE OWNER PRIOR TO STARTING ANY REPAIR. THE  
VEHICLE OWNER SHOULD CONFIRM COVERAGE WITH HIS/HER CLAIM REPRESENTATIVE PRIOR  
TO SIGNING ANY REPAIR AUTHORIZATION. A COPY OF THIS ESTIMATE AUDIT MUST BE  
PRESENTED TO THE REPAIR SHOP OF YOUR CHOICE PRIOR TO THE START OF REPAIRS. ALL  
SUPPLEMENTS REQUIRE PRIOR APPROVAL. PLEASE CALL 1900/ 647-3626 FOR ANY  
QUESTIONS REGARDING SUPPLEMENTS ETC.



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

Office of the General Counsel

July 30, 2010

[REDACTED]  
THE VILLAGES, FL [REDACTED]

AUG 27 2010

RE: 2010 FUSION  
VIN: 3FAHP0JA1AR [REDACTED]

Dear Mr. [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:

Q What are you seeking from Ford Motor Company in this matter?  
 TO RECOVER OUT OF POCKET EXPENSE FOR HAVING  
 THE HOUSE REPAIRED DED = \$, 100.00  
 PIC + ESTIMATE ENCLOSED

2. What is the alleged defect: SEE INV # FOC5 70842 5/14/10 & FOC5 72314 7/13/10
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: [REDACTED]
5. What was the mileage at time of occurrence: 8366
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: 4/24/10 - 7775 - KEY SALES FORD
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).  
my Home
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):  
AAA INS TEL 588-929-4222 X 6061 ST LOUIS MO  
CLAIM # [REDACTED] VEH - CLAIM # [REDACTED]
14. Please provide the names and contact information of any witnesses to the incident?  
NONE

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.

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,

[REDACTED]

Legal Analyst- OGC Product Claims

RE: 2010 FUSION  
VIN: 3FAHP0JA1AR [REDACTED]

A FEW DAYS BEFORE THIS INCIDENT THE VEHICLE WAS NOT STARTING, IT WOULD TURN OVER BUT NOT START, YOU WOULD HAVE TO GIVE IT GAS.

ON OR ABOUT 10:35AM ON 5-13-10 I WAS ATTEMPTING TO PUT THE VEHICLE IN THE GARAGE, AGAIN IT WOULD TURN OVER BUT NOT START, I GAVE IT GAS AND PUT IT IN DRIVE & REMOVED MY FOOT OFF THE BRAKE AND THE VEHICLE SHOT FORWARD CRASHING INTO THE POST WHICH PROTECTS THE HEAT/AC UNIT, PUSHING A REFRIDGEATOR INTO THE WALL AND CAUSING CONSIDERABLE DAMAGE TO A BATHROOM ON THE OTHERSIDE OF THE WALL. PICTURES ENCLOSED.

VEHICLE WAS TAKEN TO PHIL'S AUTO BODY IN LEESBURGE.

THE FOLLOWING MORNING (SAT) I RECEIVED A CALL FROM DAWN AT PHIL'S AUTO BODY ASKING WHETHER I WAS HAVING A PROBLEM STARTING THE VEHICLE, SAID YES THAT WAS THE UNDERLINING PROBLEM, SHE STATED THEY COULD NOT START THE VEHICLE AND HAD TO PUSH IT INTO THE SHOP.

COST TO REPAIR VEHICLE \$1,859.92, PAID BY AAA INS ON 5/24/10



16-7

CONSUMER SERVICES SECTION

July 19, 2010

JUL 19 2010 SC

10 JUL 23 10:45



RECEIVED

Alma

Dear Sir/Madam:

I would appreciate your attention to the details in this letter. They are as important to you and your company as they are to my wife and me.

We purchased a Ford Fusion in April, 2010 mainly because Ford was an American made car and Ford did not take the government buyout as others did. This was critical to our decision. Less than one month after buying our car, it malfunctioned (see reports) and went through our garage wall into our bathroom nearly burying my wife in vanity drawers, mirror glass and debris. Luckily she was far enough away not to get physically harmed. She did, however, as did I, suffer from the freight of our lives. We were forced to leave our home with our 91 year old mother, stay at a hotel for two days so they could rebuild the platform on which the air conditioner and hot water tank stand.

Key Scales dealership did fix the car, we thought. However, no one at Ford offered to pay our deductible \$1,000, hotels or meals expenses, nothing. What one of the service department personnel said was "it can't be too serious, this isn't a Toyota. Well Sir/Madam, this same car was back this week, (July 12m 2010) it would not start. We brought it in, they did not offer a car for us to use while it was being evaluated, until they realized what was wrong with the car, see attached. Then they offered the car to use

I have had enough. I believe Ford, for it's own sake if nothing else, should make this right. We have been patient but this last breakdown as pushed my patience to it's limit. The manager of Key Scales was a lot more helpful this time around and he believes this car is flawed.

I would appreciate your attention to this situation and; our inconvenience and financial losses to say nothing of the memories my wife and I have of the event. Just a side note, she is legally blind on top of all of this. Try processing this event, everything flying at you when you cannot see.

My address is stated below. If you would like to call, you can reach me at

I hope, for once, an American company does the right thing. At this time, I would never recommend a Ford to anyone I know and that is hard for me to say. It seems that no matter what happens, car makers and dealers just don't get it.

Hoping to hear from you I remain sincerely upset,

[REDACTED]

The Villages, FL [REDACTED]

Repair reports enclosed



11700 DORTCH BLVD.  
 FORD MOTOR CO. FORD CREDIT  
 FORD CREDIT DEPARTMENT  
 FORD CREDIT CENTER  
 FORD CREDIT CENTER  
 FORD CREDIT CENTER

2-581-703-7613

6-15-2010

19094 MARILYN FREAS 303 282 07/13/10 FOC572374

SERVICE INVOICE

9,435 RED/ 24725  
 10/FORD/FUSION/4DR SDN I4 SEL FWD 7,775  
 3 F A H P O J A I A R

07/12/10

MO: 9441

JOB# 1 CHARGES

LABOR  
 J# 1 10FOZ DRIVEABILITY TECH(S):505  
 CUSTOMER STATES EXCESSIVE CRANKING BEFORE STARTING STILL  
 SAME PROBLEM SEE RO#70842  
 IDS TEST VERIFIED CONCERN.REMOVED SPARKPLUGS TO INSPECT AND  
 FOUND TO BE FUEL FOULED,INJECTOR FLOW TEST AND DATA LOGGER  
 FOUND CHT SENSOR READING 50 DEG ALL TIME.PINPOINT TEST.  
 REPLACED PLUGS AND CHT SENSOR.MONITOR ON ROADTEST TO REPAIR.

WARRANTY

ALL PARTS NEW UNLESS OTHERWISE SPECIFIED.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 4 SP-490 SPARK PLUG AYSF-32Y  
 1 854Z-6G004-A SENSOR ASY  
 TOTAL - PARTS

WARRANTY  
 WARRANTY  
 0.00

LIMITED WARRANTY: The only warranties applying to the parts installed in accordance with this invoice are those that may be obtained by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither the seller nor authorized any other person to assume for liability in connection with the sale of products or service nor under the terms of this estimate. Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first. Seller does not warrant that the work performed in accordance with the estimate will correct any problem specified on the description of the complaint.

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR  
 J# 2 20FOZ03 COOLING SYS CONCERN TECH(S):505  
 CUSTOMER STATES TEMP GAUGE HASNT MOVED IN 4 DAYS  
 THIS WAS RELATED TO THE FIRST REPAIR.  
 COMPLETED.

WARRANTY

JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR  
 J# 3 00FOZ99P MULTI-POINT INSPECT TECH(S):505  
 MULTI-POINT INSPECTION  
 PERFORM INSPECTION PER CHECKLIST  
 SEE CHECKLIST FOR RESULTS  
 GBATT.GTIRE,GBRK

WARRANTY

JOB# 3 TOTALS-----  
 JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR  
 J# 4 70FOZ03 RENTAL TECH(S):1  
 TAP RENTAL

WARRANTY

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
 1080 434514 07/13/10 TAP RENTAL  
 TOTAL - SUBLET

WARRANTY  
 0.00

JOB# 4 TOTALS-----  
 JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar to when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The retail shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

STATEMENT OF DISCLAIMER  
 NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE. RETURN OWN CONTROL.





1175 COTRUIO HWY/2  
 LEESBURG, FLORIDA 34748  
 PHONE (352) 787-0911  
 STATE OF FLORIDA REGISTRATION #MY10864

SHOP WALK & SERVICE 24/7 AT WWW.KEYSCALESFORD.COM

SERVICE INVOICE

19094	MARILYN FREAS	303	282	07/13/10	FOCS72374
[REDACTED]				9,435 RED/	24725
THE VILLAGES, FL				10/FORD/FUSION/4DR SDN I4 SEL FWD	7,775
				3 F A H P O J A I A R	
				07/12/10	
					MO: 9441

COMMENTS: WAIT  
 TECHNICIAN CERTIFICATION: 1 1 99

TOTALS

*****	TOTAL LABOR....	0.00
* [ ] CASH [ ] CHECK CK NO. [ ] *	TOTAL PARTS....	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *	TOTAL SUBLET....	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *	TOTAL G.O.G....	0.00
* DATE PAID CASHIER *	TOTAL MISC CHG....	0.00
*****	TOTAL MISC DISC....	0.00
	TOTAL TAX.....	0.00
	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

THANK YOU FOR YOUR BUSINESS!!  
 VISIT US ON THE WEB AT KEYSKALESFORD.COM

CUSTOMER SIGNATURE

**ALL PARTS NEW UNLESS OTHERWISE SPECIFIED.**

**LIMITED WARRANTY:** The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for their liability in connection with the sale of products or service sold under the terms of this estimate. Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

**CANCELLATION OF REPAIR:** In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

**STATEMENT OF DISCLAIMER**  
 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.





1719 CITRUS BLVD • BOX 491049  
 LEESBURG, FLORIDA 34748  
 PHONE (352) 787-3511  
 TOLL FREE (800) 437-9175  
 STATE OF FLORIDA REGISTRATION # MV-09352



SHOP SALES & SERVICE 24/7 AT WWW.KEYSCALESFORD.COM

SERVICE INVOICE

19094	MARILYN FREAS	303	347	05/24/10	FOCS70842
			8,368	RED/	24725
	10/FORD/FUSION/4DR SDN I4 SEL FWD				7,775
THE VILLAGES, FL	3 F A H P O J A I A R				
				05/20/10	
					MO: 8374

JOB# 1 CHARGES

LABOR	DRIVEABILITY CONCERN			TECH(S):505	WARRANTY
J# 1 10FOZ01	CUSTOMER STATES VEHICLE HAS EXCESSIVE CRANKING-WILL CONTINUE TO CRANK WHEN LET GO OF KEY PERFORMED IDS DIAGNOSIS.REPAIR PER TSB 09 19 1,INSTALLED REVISED CAPACITOR GROUND STRAP COMPARED TO ALIKE UNIT, NORMAL OPERATION."OTIS" ONE TOUCH INSTANT START.IS NORMAL, COMPLETED.				
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	AESZ-18801-A	CAPACITOR ASY		0.00
				TOTAL - PARTS	

JOB# 1 TOTALS  
 JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR	DRIVEABILITY			TECH(S):505	WARRANTY
J# 2 10FOZ	CUSTOMER STATES WAS PULLING INTO GARAGE & ACCEL PEDAL STUCK IDS TEST.NO CODES IN MEMORY OR ACTIVE.NO OBSTRUCTIONS,USED DATA LOGGER,CHECKED MODE SIX DATA, UNABLE TO DUPLICATE CONCERN.NO SSM OR TSB THAT APPLY, COMPLETED.				
				TOTAL - PARTS	

JOB# 2 TOTALS  
 JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR	DRIVEABILITY RECALL			TECH(S):505	WARRANTY
J# 3+10FOZ13	RECALL 10B15 CC-A99 PERFORMED RECALL 10B15.REPROXGRAM PCM TO LATEST CALIBRATION, COMPLETED.				
				TOTAL - PARTS	

JOB# 3 TOTALS  
 JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

COMMENTS

CALL DAWN

ALL PARTS NEW UNLESS OTHERWISE SPECIFIED.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The writer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither the writer nor the company nor any other person is responsible for liability in connection with the sale of products or services sold under the name of the writer. Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first. Seller does not warrant that the work performed in accordance with this estimate will conform to the specifications of the manufacturer of the component.

WARRANTY: This is a summary of the specific conditions of the manufacturer's warranty. For complete details, please refer to the manufacturer's literature. This warranty is void if the vehicle is used for racing, off-road, or other illegal activities. The manufacturer's warranty is not transferable. The manufacturer's warranty is void if the vehicle is not properly maintained. The manufacturer's warranty is void if the vehicle is not driven on a paved surface. The manufacturer's warranty is void if the vehicle is not driven on a paved surface.

**IMPORTANT**  
 YOU MAY RECEIVE A QUESTIONNAIRE FROM FORD MOTOR CO. IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US COMPLETELY SATISFIED, PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY. KEY SCALES FORD INC.