



1719 CITRUS BLVD. • BOX 491040
 LEESBURG, FLORIDA 34749
 PHONE (352) 787-3511
 TOLL FREE (800) 437-9175
 STATE OF FLORIDA REGISTRATION # MV - 06282



SHOP SALES & SERVICE 24/7 AT WWW.KEYSCALESFORD.COM

SERVICE INVOICE

| | | | |
|--|--------------------------------|----------------|------------------|
| CUSTOMER ID: 19094 | ADDRESS: MARILYN FREAS 303 347 | DATE: 05/24/10 | FOCUS: FOC570842 |
| LABOR RATE: [REDACTED] | MI LAGE: 8,368 | RED/ | 24725 |
| YEAR MAKE MODEL: 10/FORD/FUSION/4DR SDN I4 SEL FWD | DESCRIPTION: [REDACTED] | STOCK #: | 7,775 |
| VEHICLE ID NO: 3FAHP0JA1AR [REDACTED] | DATE: 05/20/10 | | |
| BUSINESS PHONE: [REDACTED] | COMMENTS: | | MO: 8374 |

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 |
| | TOTAL INVOICE \$ | 0.00 |

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 it any liability in connection with the sale of products or service sold under the terms of this estimate. Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified in the description of the complaint.

CANCELLATION OF ORDER: In the event the customer cancels the repair work, the customer shall be responsible for a cancellation fee of \$100.00. The customer shall be responsible for the repair work performed up to the time of cancellation. The customer shall be responsible for the cost of parts and labor if the parts and labor are used in the repair work performed by the shop and the customer is responsible for the cost.

STATEMENT OF DISCLAIMER: NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF THE THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

THANK YOU FOR YOUR BUSINESS!!
 VISIT US ON THE WEB AT KEYSKALESFORD.COM

CUSTOMER SIGNATURE _____



























From: [REDACTED]
Sent: Tuesday, October 26, 2010 12:02 PM
To: [REDACTED]
Subject: Dealer/Fleet Request For OGC Review

Dealer/Fleet Request For OGC Review

Dealership/Fleet Name: Sunnyvale Ford
Requesting Dealer/Fleet: FLEET DRIVER
Contact Person: Bruce Isaeff
Title: Parts and Service Director
Address: [REDACTED]
Telephone: [REDACTED]
Email Address: [REDACTED]
PA Code: 07934
Region: San Francisco
City: Sunnyvale
Dealer State: CA
Fax Number: [REDACTED]
WSD: 05/22/2009
Vehicle Year: 2010
Vehicle Model: Fusion
Vehicle VIN: 3FAHP0JA5AR [REDACTED]
Mileage: 23680
Customer/Fleet Name: [REDACTED]
Street Address: [REDACTED]
City: GILROY
State: California
Zip Code: [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: W2 - San Francisco

11/8/2010

Incident Involves: Accident
Date of Incident: 09/14/2010
County in which incident occurred: santa clara
Is Alleging Defect: Yes
Alleging defect detail: Throttle stuck
Police Report Filed: Yes
Police Report detail: Don't know
Insurance Company Contacted: Y
Insurance Company Advice: Don't know
Insurance Company Contact Information: Don't know
Coach Builder: no
Coach Builder State: AK - Alaska
Vehicle Location: Campbell Collision, 70 Cristich Lane Campbell Ca.
Resolution Sought Detail: Don't know
Comments: Campbell Collision, [REDACTED]
[REDACTED] dropped off and picked up vehicle for inspection - no fail codes - performed
Customer Satisfaction Program 10B15

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

11/8/2010

Report# : AJYC2014 NHL
CCRG/EPRC: **Reviewed Status:**
Vehicle: 2010,FUSION,SEL ,SEDAN ,3FAHPOJA5AR [REDACTED] **Received:** 10/25/20
Build Date: 05/06/20
Odometer : 23,680 M **Engine:** 2.5L DOHC **Calibration:** ADE1F40/
Transmission: 6SP 6F MID **Axle:** 3.066RATIO **A/C:** YES
Dealer: USA 07934 Sunnyvale Ford Lincoln Mercury **Phone#:** (408) 328
City: Sunnyvale **State:** California **Country :** USA
Originator: FRED HUFFSTUTLER
Symptom: 6 24 1 05 DRVABL,ACCEL PEDAL,STICK/BIND,ACCEL
Status:
VFG: V52 DRIVEABILITY
Additional Symptom: CONSUMER AFFAIRS FORM
Fix: **Causal Component :**
Condition Code:

Hotliner: RJANOVIC **Phone:** 000 317-6306 **Regn Cd:** W2 San Francisco
Engineering: **Phone:** **TAR:**
Dir Contact: FRED HUFFSTUTLER **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:

REPAIR 10/25/2010 06:35PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE
 WEB FORM DATA - CONCERN: ACELLERATOR GOT STUCK JUST BEFORE FRONTEND
 COLLISION DIAGNOSTICS: IDS PASS PARTS REPLACED:: NONE TECH
 QUESTION: ANY KNOWN CONCERNS FOR THIS PROBLEM WHAT IS BARO PID
 READING? WHAT IS THE MEASURED MECHANICAL FUEL PRESSURE?

RECOMM 10/25/2010 06:35PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE
 FRED, AT THIS TIME THE HOTLINE RECOMMENDS THAT YOU FILL OUT THE
 CUSTOMER CONSUMER AFFAIRS FORM ON FMCDEALER.COM AND RECOMMEND NO
 REPAIR ATTEMPT IS MADE AT THIS TIME. THE EASIEST WAY TO FIND THIS FORM
 IS TO TYPE IN OGC REVIEW IN TO THE SEARCH BOX TOP RIGHT ON FMC DEALER
 THE FIRST LINK WILL BE THE FORM YOU NEED.




10/26/2010

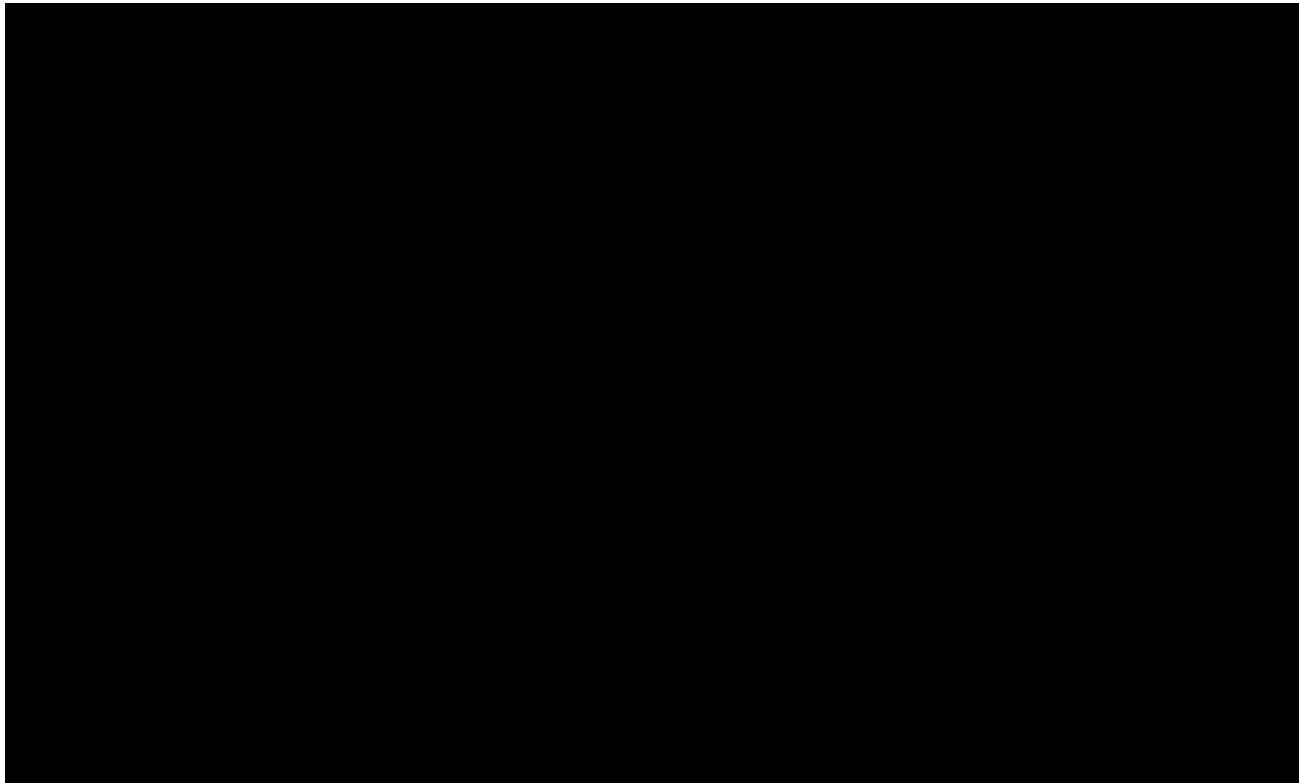
Requester: ATAYLO29
Report Summary
Server: FCWS686

Ford Proprietary, Private

26-Oct-2010
Retention: None



10/26/2010



DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG†
TAMMY J. SCHMITT
LAURA L. APPELEGATE
NICOLE VITALE*

†MEMBER OF PA AND NJ BARS
*MEMBER OF PA AND NY BARS

700 TIMES BUILDING
SUBURBAN SQUARE
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

NEW JERSEY OFFICE


100 CENTURY PARKWAY
SUITE 305
MT. LAUREL, NJ 08054
856-787-0703
FAX 856-983-6123

PITTSBURGH OFFICE

2025 GRANT BLDG.
330 GRANT STREET
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

February 19, 2010

Ford Motor Company
1 American Road
Dearborn, MI 48126

RE:  vs. Ford
CCP February Term, 2010 No. 2133

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.


DAVID J. GORBERG

DJG/jc
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

10 FEB 24 10 50 AM '10
2010
100 CENTURY PARKWAY
SUITE 305
MT. LAUREL, NJ 08054

Marie Kahlan

From: [REDACTED]
Sent: Thursday, February 18, 2010 9:38 AM
To: [REDACTED]
Subject: Acceptance of your E-Filing #1002026781

Dear [REDACTED]

The legal paper you electronically presented for filing has been reviewed by the Prothonotary of Philadelphia County and is deemed filed as noted below.

The following information is provided for your records:

Caption:
DESANTE VS FORD MOTOR COMPANY
Case Number: 100202133

Date Reviewed and Accepted:
February 18, 2010 09:37 am EDT/DST

Date Presented to the Prothonotary for Filing and Date Deemed Filed:

February 18, 2010 09:11 am EDT/DST

Type of Pleading/Legal Paper:
COMPLAINT

E-File No.: 1002026781
Confirmation No.: 4AE110D60
Personal Reference No.:
Filing Fee: \$ 332.48

To retrieve the legal paper filed and any related notice, order or legal paper, log in to the Electronic Filing Web Site at <http://courts.phila.gov> using the Court-issued User Name and Password. You may also go directly to the legal paper/document by copying and pasting the following web address(es) into your browser or by clicking the link(s) below to view the related document(s). Each link represents a separate document filed in connection with this matter. Utilizing the link(s) below will only take you to the actual document. You will not be logged into the court's electronic filing system.

Final Cover

[REDACTED]
SCANNED COMPLAINT.pdf
https://efilefile.phila.gov/efsfjd/zk_ealib.open_doc?h=NkSiSvq0a4_e2Jk

The Arbitration matter has been scheduled for
October 13, 2010 at 09:30 am
at the Arbitration Center
[REDACTED]

You must serve the above legal paper and any related notice, order or legal paper on all parties as required by Pa.R.C.P.No.400 et seq.

You are reminded that Pa.R.C.P. No. 205.4 requires that a hard copy of the legal paper you have filed electronically be signed and, as

applicable, verified concurrently with the electronic filing of the legal paper, and shall be maintained by you for two (2) years after the later of: (i) the disposition of the case; (ii) the entry of an order resolving the issue raised by the legal paper; or (iii) the disposition by an appellate court of the issue raised by the legal paper.

At the request of any party, you must produce for inspection the original or a hard copy of a legal paper or exhibit within fourteen (14) days, or the court, upon motion, may grant appropriate sanctions.

THANK YOU,

JOSEPH H. EVERS
PROTHONOTARY OF PHILADELPHIA

D I S C L A I M E R

The First Judicial District will use your electronic mail address and other personal information only for purposes of Electronic Filing as authorized by Pa. R.C.P. 205.4 and Philadelphia Civil Rule 205.4.

Use of the Electronic Filing System constitutes an acknowledgment that the user has read the Electronic Filing Rules and Disclaimer and agrees to comply with same.

This is an automated e-mail, please do not respond!

DP1
FEB 24 1992
10 FEB 24 1992

[REDACTED]

IDENTIFICATION NO
[REDACTED]
SUBURBAN SQUARE
ARDMORE, PA 19003

ATTORNEY FOR

Plaintiff

[REDACTED]

[REDACTED]

Limerick, PA

COURT OF COMMON PLEAS
DIVISION

vs.

TERM

FORD MOTOR COMPANY
1 American Road
Dearborn, MI 48126

No.

CIVIL ACTION COMPLAINT
1C CONTRACT

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 compra la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o relóvación pedida por el demandante. Usted puede perder el dinero o la característica de otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELEFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE 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
Telefono: (215) 238-6333

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiff
Identification No. 53084

[REDACTED]

OFFICE OF THE CLERK
PETER J. LUTYAK, IV
CPL
10 FEB 24 PM 5:02

[REDACTED]

: COURT OF COMMON PLEAS
:
: PHILADELPHIA COUNTY
:
: TERM, 2009
:
:
: NO.

Limerick, PA

vs.

FORD MOTOR COMPANY
1 AMERICAN ROAD
DEARBORN, MI 48126

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [REDACTED] PA [REDACTED]
2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with it's legal residence and principal place of business at 1 American Road, Dearborn, MI 48126.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.
4. On or about July 31, 2009, Plaintiff purchased a new 2009 Mercury Mariner (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 4M2CU91G09K [REDACTED]. The vehicle was purchased in the State of Pennsylvania 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 \$29,107.95.

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 July 31, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective engine and/or transmission resulting in stalling condition. Copies of repair receipts are attached hereto.

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 three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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 "Purchaser" as defined by 73 P.S. §1952.

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

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

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

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

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

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff

is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law 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
MAGNUSON-MOSS FEDERAL TRADE COMMISSION 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 is a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

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

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, 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.

35. Section 15 U.S.C. §2310 (d) (1) provides:
If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the

commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. 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 III
UNIFORM COMMERCIAL CODE

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

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

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

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

40. 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.

41. 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.

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

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

WHEREFORE, 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 IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

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

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

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

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

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

WHEREFORE, 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.



DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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




DAVID J. GORBERG

Date: _____



JOHN KENNEDY DEALERSHIPS

John Kennedy Ford Lincoln Mercury
3189 W. Ridge Pike - Pottstown, PA 19464 - (610) 495-7100

www.kennedyauto.com



CELL: [REDACTED]

| | | | | |
|-----------------|---|------------------------|-----------------------|------------------------|
| CLAIM NO. 67554 | ADVISOR STEVE VON ALST | TRG NO. 583 | INVOICE DATE 08/14/09 | INVOICE NO. F005246188 |
| [REDACTED] | LABOR RATE | MILEAGE 162 | COLOR BRILLIANT S | STOCK NO. 35548 |
| MOYERSFORD, PA | VEHICLE MAKE/MODEL 09/MERCURY TRUCK/MARINER/MARINER 4WD | DELIVERY DATE 07/31/09 | DELIVERY MILES 20 | |
| [REDACTED] | VEHICLE NO. 4 M 2 C U 9 1 G 0 9 K | SELLING DEALER NO. | PRODUCTION DATE | |
| [REDACTED] | F.T.E. NO. | P.O. NO. | F.O. DATE 08/04/09 | |
| COMMENTS | | | | MO: 174 |

| PAID | QTY | FP | NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|--|--------|-----------|-------------|------------------|-----------------------------|----------|
| JOB # 1 | 4 | | XT-10-OLY | ADDITIVE OIL | | |
| JOB # 1 | 1 | | 9LBZ-7000-B | AUTOMATIC TRAN | | |
| JOB # 1 | 1 | | ALLOWANCE | TRANSMISSION | | |
| | | | | | JOB # 1 TOTAL PARTS | 0.00 |
| | | | | | JOB # 1 TOTAL LABOR & PARTS | 0.00 |
| PARTS | | | | | | |
| QTY | FP | NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY | |
| | | | | | JOB # 2 TOTAL PARTS | 0.00 |
| | | | | | JOB # 2 TOTAL LABOR & PARTS | 0.00 |
| SUBLET | | | | | | |
| QTY | PO# | VEND INV# | INV DATE | DESCRIPTION | UNIT PRICE | WARRANTY |
| JOB # 2 | 119589 | 119589 | 08/14/09 | 3 TAP 119589 | | |
| | | | | | TOTAL - SUBLET | 0.00 |
| TOTALS | | | | | | |
| THANK-YOU. WE APPRECIATE YOUR BUSINESS. | | | | TOTAL LABOR | 0.00 | |
| JOHN KENNEDY FORD, LINCOLN MERCURY AND MAZDA RECOMMENDS FUEL | | | | TOTAL PARTS | 0.00 | |
| FILTER REPLACEMENT EVERY 15,000 MILES... | | | | TOTAL SUBLET | 0.00 | |
| STOP NEXT DOOR AND SEE OUR NEW MAZDA INVENTORY!!! | | | | TOTAL G.O.G. | 0.00 | |
| ***** ZOOM ZOOM ZOOM ***** | | | | TOTAL MISC CHG. | 0.00 | |
| YOUR VEHICLE IS PARKED IN | | | | TOTAL MISC DISC. | 0.00 | |
| SPOT # | | | | TOTAL TAX | 0.00 | |
| E-MAIL | | | | TOTAL INVOICE \$ | 0.00 | |
| *** VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM *** | | | | | | |

YOUR STATE INSPECTION IS DUE

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 4 MONTHS OR 4,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PARTY.

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

Thank You. We appreciate your business!



Thank you! love

FOR REPAIR TIME STATE BUSINESS FORMS (MAY 1978) 09-09



JOHN KENNEDY DEALERSHIPS

John Kennedy Ford Lincoln Mercury
3189 W. Ridge Pike - Pottstown, PA 19464 - (610) 495-7100

www.kennedyauto.com



CELL: [REDACTED]

| | | | | | |
|---|---------------------------|-------------------------|-------------------------------|-------------------------|---------------------------|
| CUSTOMER NO. 67554 | ADVISOR STEVE VON ALST | 53709 | TAU NO 583 | #VOICE DATE 09/03/09 | INVOICE NO. FOC5247399 |
| LABOR RATE | LICENSE NO. | RELEASE 718 | COLOR BRILLIANT S | STOCK NO. 35548 | |
| YEAR/MAKE/MODEL 09/MERCURY TRUCK/MARINER/MARINER 4WD | DELIVERY DATE 07/31/09 | DELETED VARS 20 | VEHICLE ID NO. 4M2CU91G09K | SELLING DEALER NO. | PRODUCTION SITE |
| F.T.E. NO. | P.D. NO. | F.L.O. DATE 08/31/09 | MD: 720 | | |
| COMMENTS | | | | | |

09EDZ EMISSION/FUEL SYSTEM / SERVICE TECH (S) 59388

CK FOR EITHER ENGINE OR TRANS SLUGGISH OR DELAY, FEELS LIKE IT IDLES ROUGH AND SLIGHT DELAY WHEN PULLING OUT FROM A STOP SEEMS TO BE MORE SO COLD CUSTOMER TO TAKE TECH FOR A ROAD TEST TO DUPLICATE THE CONCERN PERFORMED TSB 09-18-03 ROADTESTED OK AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
DROP OFF

THANK-YOU, WE APPRECIATE YOUR BUSINESS.

JOHN KENNEDY FORD, LINCOLN MERCURY AND MAZDA RECOMMENDS FUEL FILTER REPLACEMENT EVERY 15,000 MILES...

STOP NEXT DOOR AND SEE OUR NEW MAZDA INVENTORY!!!
***** ZOOM ZOOM ZOOM *****
YOUR VEHICLE IS PARKED IN

SPOT #
E-MAIL

*** VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM ***

YOUR STATE INSPECTION
IS DUE

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 4 MONTHS OR 4,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY INCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM WHEN USE TO CERTAINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE'S ORIGINAL TOWER AND IS NOT TRANSFERABLE TO NOR ENFORCEABLE BY ANY OTHER PERSON.

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

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

*Thank You,
We appreciate
your business!*

JOHN KENNEDY
DEALERSHIPS

For the entire TRI-STATE BUSINESS FORM (ISS) 876-3808

PAGE 1 OF 1

CUSTOMER: www.kennedyauto.com

END OF INVOICE | 1007am

1-800-727-7000



Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) SELLER/CREDITOR (Seller Name and Address)

[Redacted Buyer Name and Address] ROTERSFORD PA [Redacted Zip Code]
 [Redacted Seller Name and Address]

www.fordcredit.com

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The Seller/Creditor is referred to as "we," "us" or "Seller." You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you agree to buy the vehicle on credit under the agreements on the front and back of this contract.

| New/Used | Mileage | Year and Make | Model | Vehicle Identification Number | Use For Which Purchased |
|----------|---------|--------------------|---------|-------------------------------|---|
| NEW | 20 | 2009 MERCURY TRUCK | WARINER | 4M2CU51G09[Redacted] | <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial |

| ITEMIZATION OF AMOUNT FINANCED | |
|---|----------------------------------|
| 1. Cash Price | \$ 27400.00 (1) |
| 2. Down Payment | |
| Third Party Rebate Assigned to Seller | \$ N/A |
| Cash Down Payment | \$ N/A |
| Trade-In 1997 CREVO | \$ 3500.00 |
| TRAILER 1997 ISRU113WXV21S323 | \$ N/A |
| TRAILER 1997 ISRU113WXV21S323 | \$ 3500.00 |
| Total Down Payment | \$ 3500.00 (2) |
| Unpaid Balance of Cash Price (1 minus 2) | \$ 23900.00 (3) |
| Amounts paid on your behalf (Seller may be retaining a portion of those amounts) | |
| To Public Officials | |
| (i) for license (\$ 6.00), title (\$ 22.50), & registration (\$ N/A), less \$ 28.50 | |
| (ii) for filing fees | \$ 5.00 |
| (iii) for taxes (not in Cash Price) | \$ 1439.00 |
| Total | \$ 1472.50 |
| To Insurance Companies for: | |
| Credit Life Insurance (for term of contract) | \$ N/A |
| Credit Disability Insurance (for term of contract) | \$ N/A |
| N/A (Term N/A Months) | \$ N/A |
| N/A (Term N/A Months) | \$ N/A |
| To JOHN KENNEDY FORD | for ONLINE FEE \$ 15.45 |
| To JOHN KENNEDY FORD | for DUE \$20.00/NOTARY \$ 130.00 |
| To N/A | for N/A \$ N/A |
| To N/A | for N/A \$ N/A |
| To N/A | for N/A \$ N/A |
| To N/A | for N/A \$ N/A |
| To N/A | for N/A \$ N/A |
| To N/A | for N/A \$ N/A |
| To N/A | for N/A \$ N/A |
| Total | \$ 1617.95 (4) |
| Amount Financed (3 plus 4) | \$ 25517.95 (5) |

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

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

Credit
 Life N/A
 Insurance Company: N/A
 Premium: N/A
 Insured(s): N/A
 You want Credit Life Insurance

Buyer Signs: _____
 Co-Buyer Signs: _____

Disability
 Disability N/A
 Insurance Company: N/A
 Premium: N/A
 Insured(s): N/A
 You want Credit Disability Insurance

Buyer Signs: _____
 Co-Buyer Signs: _____

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 0.00% | The dollar amount the credit will cost you \$ 0.00 | The amount of credit provided to you or on your behalf \$ 25517.95 | The amount you will have paid when you have made all scheduled payments \$ 25517.95 | The total cost of your purchase on credit, including your downpayment of \$ 3500.00 \$ 29017.95 |

Your Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due |
|--------------------|--------------------|-------------------------------------|
| 03 | 423.29 | Monthly starting SEPTEMBER 14, 2009 |
| 03 | 423.29 | Monthly starting AUGUST 14, 2014 |

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
 Security Interest: You are giving a security interest in the vehicle being purchased.
 Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. This charge is 2.0 percent of the late amount.
 Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

OTHER OPTIONAL INSURANCE

| Coverage add. | Insurance Company | Premium and Term in Months |
|---------------|-------------------|----------------------------|
| N/A | | \$ N/A |
| N/A | | \$ N/A |
| N/A | | \$ N/A |
| N/A | | \$ N/A |

You want the optional insurance for which premiums are included above.

Buyer Signs: _____

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Seller under Paragraph B, you must pay the Seller \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

Debt Cancellation Waiver Addendum (Optional)
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the itemization of Amount Financed under section 4.

Buyer _____
Signs _____

Anti-Theft Product (Optional)

If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

| | | | | |
|------------|----|------------|------|------------|
| <u>N/A</u> | \$ | <u>N/A</u> | Term | <u>N/A</u> |
| <u>N/A</u> | \$ | <u>N/A</u> | Term | <u>N/A</u> |
| <u>N/A</u> | \$ | <u>N/A</u> | Term | <u>N/A</u> |

Buyer Signs **X**

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Seller.

Buyer **X** _____ Co-Buyer **X** _____
Signs _____ Signs _____

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

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

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep it to protect your legal rights.

Buyer **X** _____ Co-Buyer **X** _____
Signs _____ Signs _____

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

Buyer **X** _____
Signs _____

JOHN KENNEDY FORD LINC MERC, INC. By **X** _____ Title _____

THIS CONTRACT IS NOT VALID UNTIL YOU

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the seller assigns this contract to _____ ("Assignee").

For more information about this contract, call _____, or visit their website at _____

JOHN KENNEDY FORD LINC MERC, INC. By **X** _____ Title _____

17637-SI (MAY 09) (Previous editions may NOT be used.)
17637-B (MAY 09) (17637-RCC)

AGREEMENTS

ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

JOHN KENNEDY FORD LINCOLN MERC, INC.
 3189 W. RIDGE PIKE
 POTTSTOWN PA 19464
 (610)493-7100

Deal 372 Cust 67554

Date 07/31/89

Res. Phone. [REDACTED]
 Address [REDACTED] S.S.# [REDACTED]

agree to purchase from JOHN KENNEDY FORD LINCOLN MERC, INC. the vehicle described below, New Used Demo
 Year 1989 Make MERCURY TRUCK Model MARINER Cylinders 5 Ext Color BRIGHT SILVER W/LOTH BLUE
 Stock No. 33548 Serial No. 4MPLU91B09K [REDACTED]

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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 SALE. "AS IS" THE MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

| USED TRADE-IN | | | PRICE OF VEHICLE | |
|-----------------------|---------------|-------------|----------------------------------|----------|
| MAKE OF TRADE-IN | MILEAGE | | PRICE OF VEHICLE | 27400.00 |
| YEAR | MODEL | | PRICE ADJUSTMENT | NONE |
| SERIAL NO. | | | ADDITIONAL EQUIP | NONE |
| BALANCE OWED TO | | | ALARM | NONE |
| ADDRESS | | | SERVICE CONTRACT | NONE |
| PHONE | | | PAINT SEALANT | NONE |
| ACCT. # | | | UNDERCOAT | NONE |
| PAYOFF GOOD TILL | | | FABRIC PROTECTION | NONE |
| PAYOFF GIVEN BY | | | GAP PROTECTION | NONE |
| USED TRADE-IN | | | TOTAL PRICE | 27400.00 |
| MAKE OF TRADE-IN | MILEAGE | NONE | MANUFACTURERS REBATE | NONE |
| YEAR | MODEL | | TRADE IN VALUE | 3500.00 |
| SERIAL NO. | | | TOTAL TAXABLE AMOUNT | 23900.00 |
| BALANCE OWED TO | | | SALES TAX | 1434.00 |
| ADDRESS | | | DOCUMENT FEES | 120.00 |
| PHONE | | | ON LINE REGISTRATION FEES | 15.00 |
| ACCT. # | | | REGISTRATION AND/OR TRANSFER FEE | 16.00 |
| PAYOFF GOOD TILL | | | TITLE FEE | 22.50 |
| PAYOFF GIVEN BY | | | ENCUMBRANCE FEE | 5.00 |
| INSURANCE INFORMATION | | | DUPLICATE FEE | NONE |
| AGENT | | | PENNA TIRE TAX | 5.00 |
| ADDRESS | | | TEMPORARY TAG FEE | NONE |
| CITY & STATE | | | TRADE PAYOFF AMOUNT | NONE |
| PHONE | | | TOTAL AMOUNT DUE | 25517.50 |
| INSURANCE | | | LESS CASH DUE | NONE |
| POLICY NO. | | | AMOUNT DUE OR FINANCED | 25517.50 |
| INSURANCE VERIFIED | | | 60 PAYMENTS OF 425.29 TO | |
| EFFECTIVE DATES | FROM 07/03/89 | TO 07/03/89 | FORD MOTOR CREDIT | |

THESE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY THE SELLER HEREIN, OR THE MANUFACTURER, ON THE VEHICLE OR CHASSIS DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE WRITTEN NEW VEHICLE WARRANTY DELIVERED TO THE PURCHASER WITH SUCH A VEHICLE OR CHASSIS AND HEREBY MADE PART OF HEREOF AS THOUGH FULLY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO SUCH A NEW VEHICLE OR CHASSIS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE CASE OF A USED VEHICLE OR CHASSIS, THE APPLICATION OF AN EXISTING MANUFACTURER'S WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH A WARRANTY. ASK SALES PERSON FOR A COPY OF COMPLETE WARRANTY.

THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE PURCHASER UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY PROVIDING WRITTEN NOTICE OF CANCELLATION TO DEALER. WE CANNOT INCREASE THE CONTRACT PRICE OF A MOTOR VEHICLE AFTER THE CONTRACT HAS BEEN ACCEPTED BY THE PURCHASER WITH WHICH. REQUIRES THE ADD ON OF NEW EQUIPMENT TO CERTAIN VEHICLES, OR IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO REVALUATION OF THE UNITED STATES DOLLAR VIS A VIS THE CURRENCY OF THE COUNTRY OF MANUFACTURE, HOWEVER WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE IN VEHICLE IF SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE VALUATION BUT NOT INCLUDING TIRDS, HAVE BEEN REMOVED OR REPLACED WITH PARTS OF ACCESSORIES.

COPY OF THIS ORDER:
 CUSTOMER'S SIGNATURE [REDACTED] DATE 07/31/89
 CO-BUYER'S SIGNATURE [REDACTED] DATE

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, JOHN KENNEDY FORD LINC MERC, I (transferor's name, Print)

state that the odometer now reads 20 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

[] (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

[] (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

| | | |
|---|------------------|---------------------------------|
| MAKE MERCURY TRUCK | MODEL MARINER | BODY TYPE MARINER 4WD LUXURY |
| VEHICLE IDENTIFICATION NUMBER 4M2L0911404K | | YEAR 2009 |

JOHN KENNEDY FORD LINC MERC, I

PRINTED NAME
3189 W. RIDGE PIKE

TRANSFEROR'S ADDRESS (STREET)
POTTSTOWN PA 19464

CITY STATE ZIP CODE
07731709

DATE OF STATEMENT

X TRANSFEREE'S SIGNATURE

PRINTED NAME

TRANSFEREE'S NAME

TRANSFEREE'S ADDRESS (STREET)
ROYERSFORD PA

CITY STATE ZIP CODE

MERCURY
NEW DOORS OPENED
mercuryvehicles.com

MARINER

DRIVE
10-SPEAKER
INTEGRATED
SPEED/AUTO

VEHICLE
SOUND
RANGE

EXTERIOR
BRILLIANT
LIVER LEMO
INTERIOR
BLACK/CLAY

19583

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- 18" PAINTED ALUM WHEELS
- P235/75 R15 AS BSW TIRES
- FOG LAMPS
- SIDE REPEATERS LAMPS
- CHROME EXHAUST TIP
- DUAL POWER MIRRORS
- CHROME REFLECTOR HEADLAMP
- EASY FUEL CAPLESS FUEL FILLER

INTERIOR

- AM/FM STEREO W/ SINGLE CD
- AIR CONDITIONING - MANUAL
- FLOOR CONSOLE W/ CUPHOLDER
- CHROME DOOR HANDLES
- LEATHER WRAPPED STEERING WHEEL W/ ABS & CRUISE CONTROL

FUNCTIONAL

- AOK AUDIO INPUT JACK
- 4 WH ENDER SUSPENSION
- ANTI-LOCK BRAKING SYSTEM
- POWER FRONT DISC/REAR DRUM BRAKES
- POWER EQUIPMENT GROUP - LOCKS, FOLDING AND MIRROR

SAFETY/SECURITY

- SAFETY CANOPY SYSTEM
- DUAL STAGE FRONT AIR BAGS
- ADVANCE TRAC WITH REC
- SIDE INTRUSION DOOR BEAMS
- TIRE PRESS MONITORING SYS
- SECURITYLOCK ANTI THEFT SYS
- LOWER ANCHORS & TETHERS

WARRANTY

- 3 YR/36,000 MILE WARRANTY
- 5YR/50K MI POWERTRAIN WARR
- 24-HR ROADSIDE ASSISTANCE

EPA Fuel Economy Estimates

These estimates reflect new EPA methods beginning with 2005 models.

CITY MPG

17

Expected range for most drivers 14 in 20 MPG



HIGHWAY MPG

24

Expected range for most drivers 19 in 25 MPG

Your actual mileage will vary depending on how you drive and maintain your vehicle.

See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

| | | | |
|---|---|---|---|
| <p>DEALER TO 181 303 Pinnacle Mercury Ford Lincoln of 3015 West Chester Pike Springfield PA 19092</p> | <p>ONE CISR</p> | <p>DEALER NO 150 303</p> | <p>METHOD OF TRANSFER CONVOY ITEM # 15-4016 QUT 2</p> |
| <p>DEPT TO 181 303</p> | <p>TWO</p> | <p>AM2CUD100</p> | |
| <p>SHIP THROUGH</p> | <p>FINAL ASSEMBLY POINT KANSAS CITY</p> | <p>We have already reported to the Federal Automated Information Community the Dealer, Frame, and Title Price. Site and Local Inventory are limited. Dealer Vehicle colors or accessories may not reflect actual stock colors.</p> <p>MC242 H RC 2X 926 000120 03 24 09</p> | |

EXTENDED SERVICE PLAN Ford Extended Service Plan (ESP) may require certain conditions. See dealer for details. Site and Local Inventory are limited. Dealer Vehicle colors or accessories may not reflect actual stock colors.

PRICE INFORMATION

STANDARD VEHICLE PRICE

\$25,410.00

INCLUDED ON THIS VEHICLE

- ORDER CODE 320A-AAA VB 4WD
- CRUISE CONTROL
- LEATHER STEERING WHEEL
- POWER MIRRORS W/MANUAL FOLD
- FOG LAMPS
- PRIVACY GLASS

OPTIONAL EQUIPMENT

- SAT RADIO/6 YRS SVC (NA AK/HI) NO CHARGE
- MARINER REGIONAL VB DISC NO CHARGE
- SYNC WITH 911 ASSIST/WHI NO CHARGE
- FRONT LICENSE PLATE BRACKET SUN & SYNC VALUE PKG 1,287.00
- POWER WINDOW W/SHADE 175.00
- ANTI-ON CONSOLE W/MAP LIGHT
- SYNC VOICE ACTIVATED SYS
- STG WHL CTALS-SYNC
- REAR CARGO CONVENIENCE PKG
- INTERIOR CARGO MANAGEMENT SYS
- RETRACTABLE CARGO COVER 60 STATE CROSSBARS 6-CD/MP3 NO CHARGE
- ROOF RACK WITH CROSSBARS 175.00
- POWER 5-WAY DRIVER SEAT 175.00
- TOTAL OPTIONS** 2,470.00

TOTAL VEHICLE & OPTIONS DESTINATION & DELIVERY 27,880.00

775.00

TOTAL BEFORE DISCOUNTS 28,655.00

MARINER REGIONAL V6 DIS 800.00

SUN&SYNC DISCOUNT 870.00

TOTAL SAVINGS 970.00

*RESIDENCY RESTRICTIONS APPLY TO DISCOUNT SAVINGS - BASED ON CUSTOMER ZIP CODE. SEE DEALER FOR DETAILS.

GOVERNMENT SAFETY RATINGS

| | | |
|---|----------------------|-------|
| Frontal Crash | Driver Passenger | ★★★★★ |
| Star ratings based on the risk of injury in a frontal impact. Frontal ratings should ONLY be compared to other vehicles of similar size and weight. | | |
| Side Crash | Front seat Rear seat | ★★★★★ |
| Star ratings based on the risk of injury in a side impact. | | |
| Rollover | | ★★★ |
| Star ratings based on the risk of rollover in a single vehicle event. | | |
| Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). | | |
| www.safercar.gov or call 1-888-327-4236 | | |

All Action Details for Issue

1361

VIN: 4M2CU91G09K [REDACTED] Year: 2009 Model: MARINER Case: 1359072859
 Name: [REDACTED] Owner Status: Original WSD: 2009-07-31
 Symptom Desc: HES/STUMBLE ACCELERATION Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: OPEN
 Initial Customer Contact: 10/13/2009

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
 Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 2000 MI Comm Type: PHONE
 Analyst Name: ABRAM, ALYSIA Analyst: AABRAM1
 Action Date: 10/12/2009 Action Time: 09.58.27.936 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -CUST STATES THAT SHE HAS BEEN HAVING ISSUES WITH THE VEH AFTER SHE GOT THE VEH BACK-CUST IS NOT HAPPY WITH THE SERVICE-THE DLR TOLD HER THIS IS HER -CUST STATES WHEN THEY FIRST BOUGHT THE VEH IT STALLED FIVE TIMES IN ONE DAY -HAD PROBLEMS GETTING THE VEH HOME -THE DLR COULDNT FIND THE PROBLEM AND THE FINALLY REPLACED THE TRANSMISSION-THE DLR WASNT SURE IF IT WAS AN ELECTRICAL PROBLEMS-CUST CONTINUED TO HAVE INTERMITTING ISSUES -THEY HAVE HESITATION WHEN TURNING TO THE LEFT OR RIGHT -THE DLR THEN HAD A SECOND REPAIR THAT WAS SUPPOSE TO FIX THE PROBLEM-CUST STATES SHE IS STILL HAVING THIS ISSUE -THE DLR IS SAYING NOW THAT ALL NEW CARS HAVE THIS ISSUE -THE VEH IS IN THE DLR TODAY AND THEY ARE GOING TO TRY SOMETHING ELSE-THE DISPLAY PANAL GETS DIMMER AND BRIGHTER -CUST IS TRYING TO WORK WITH THE DLR-CUST IS REALLY NERVOUS ABOUT IT BEING THAT WINTER IS COMING UP-CUST HEARD THERE WAS SOME ISSUES WITH THE 2009 VEH-CUST IS SEEKING TO GET THE VEH REPAIR ALTHOUGH SHE REALLY DOESNT WANT THE VEH IF ITS HAVING HALL THESE ISSUESDEALER SAID: JOHN KENNEDY FORD LINCOLN - MERCURY3189 WEST RIDGE PIKEPOTTSTOWN PA 19464(800) 790-8132CRC 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**GOOD CONTACT FOR CALLER WRITER IS 6105789685***

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 2000 MI Comm Type: OTHER
 Analyst Name: MCCAULEY Analyst: EMCCAUL3
 (EMCCAUL3),ERIN
 Action Date: 10/13/2009 Action Time: 09.09.55.170 Action Data: No

Comments CCS ERIN EXT 7193 | RESEARCHING CASE | LTV SCORE 57 | STALLING | HESTITATION ACCEL * (INTERTMETTANT) | 4 VEH IN PROFILE; ORIGINAL OWNER | NO ESP === 1 GCQIS REPORTS 9HEA7017 LAST UPDATE 9/2/2009 HESTITATION ===2 AWS WARRANTABLE REPAIRS FOR SLUGGISH ==== CUST SEEKING REPAIR

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 2000 MI Comm Type: PHONE

Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Analyst: EMCCAUL3

Action Date: 10/13/2009

Action Time:
10.51.51.261

Action Data: No

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 (DLR) \ SA STEVE INSTALLED A VDR ON 10/12/2009 AND DID A REPROGRAM OF THE PCM \ ON 8/3 DID TSB 09-18-03 AND CONTACTED TECH HOTLINE AS DID NOT CORRECT CONCERN; DLR ADVISED REPLACED THE TRANS AS PER TECH HOTLINE \ 8/31/2009 DID TSB 09-14-07 CUST LEFT \ ON 10/12 WHEN CUST BROUGHT THE VEH IN DLR RE-DID THE TSB 09-14-07 AS IT DID NOT TAKE AND INSTALLED A VDR IN THE VEH AND CUST LEFT - CC ADVISED WOULD APPRECIATE AN UPDATE WHEN THE CUST BRINGS THE VEH BACK IN WITH THE CONCERN AND READINGS FROM THE VDR

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM

Odometer: 2000 MI

Comm Type: PHONE

Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Analyst: EMCCAUL3

Action Date: 10/13/2009

Action Time:
11.06.30.903

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

SPOUSE

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED] \ LEFT VM VERIFIED VEH, MILEAGE AND DLR \ ADVISED WILL ATTEMPT TO REACH CUST ON 10/14 BY 18:00 - REDIALED NUMBER AND PROVIDED CCS CONTACT NUMBER 1-866-631-3788 EXT 7193 \ CASE # 1359072859 ----- OBC TO 610-578-9685 \ VERIFIED VEH, MILEAGE AND DLR \ CUST ADVISED SPOKE WITH SM DEBBIE AND ADVISED THAT VEH IS A LITTLE BIT MORE INTERMITTENT - CUST ADVISED THE CONCERN HAPPENS WHEN THE VEH IS COLD AND COLDER AND DAMPER WEATHER - CUST ADVISED THAT SOMETIMES FEELS THE VEH IS REVING - EXPLAINED TO DEBBIE AND ADVISED THAT SM FEELS MIGHT BE ELECTRICAL CONCERN BECAUSE THE WHOLE PANEL DISPLAY WENT AWAY - CUST ADVISED THAT THEY USUALLY WILL KEEP A VEH FOR 10 YEARS AND CONCERN IS THAT THE CONCERN WILL HAPPEN AGAIN AFTER THE WARRANTY EXPIRES AND WOULD LIKE TO HAVE CONFIDENCE THAT THE FMC WILL WORK WITH THEM ON THIS CONCERN IF HAPPENS WHEN THE VEH IS OUT OF WARRANTY - CCS ADVISED THAT FMC WILL DO EVERYTHING POSSIBLE TO ADDRESS CUST CONCERN AND ADVISED AS THE VEH HAS THE VDR IN IT AND THE DLR HAS ALREADY CONTACTED TECH HOTLINE THERE IS NOTHING FURTHER CCS CAN DO AT THIS TIME - ADVISED THAT CCS IS HERE TO ASSIST IN FACILITATE THE REPAIR AND DLR HAS EVERYTHING UNDER CONTROL AND WILL F/U ON 10/19 BY 18:00 TO SEE IF THE CONCERN HAS BEEN RECORDED ON THE VDR YET

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-13-2009

TIME OF FOLLOW UP (HH:MM):

18:00

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM

Odometer: 2000 MI

Comm Type: OTHER

Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Analyst: EMCCAUL3

Action Date: 10/15/2009

Action Time:
08.47.46.621

Action Data: Yes

Comments CCS ERIN EXT 7193 -- CCS CORRECTING TS TO CORRECT DATE AS PER DOCUMENTATION OF 10/19

BY 18:00 AS CUST WAS CALLED ON 10-13

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 10-19-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** DEALER
Odometer: 2000 MI **Comm Type:** VISIT
Analyst Name: DEBBIE WAGNER **Analyst:** D-WAGN17
Action Date: 10/16/2009 **Action Time:** 08.45.23.304 **Action Data:** No

Comments CUSTOMER WAS IN ON OCTOBER 12TH, CUSTOMERS CONCERN WAS NOT DUPLICATED, WE UPDATED PCM AGAIN TO LATEST CALIBRATION AND DOWNLOADED THE VDR AND INSTALLED IN VEHICLE FOR CUSTOMER TO DRIVE AND TAKE RECORDINGS OF CONCERN FOR FURTHER EVALUATION

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: MCCAULEY (EMCCAUL3),ERIN **Analyst:** EMCCAUL3
Action Date: 10/19/2009 **Action Time:** 09.45.35.793 **Action Data:** No

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 (DLR) \ SA STEVE ADVISED THE VDR WAS PLACED IN VEH ON 10-12 AND HAVE NOT HEARD FROM THE CUST YET

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: MCCAULEY (EMCCAUL3),ERIN **Analyst:** EMCCAUL3
Action Date: 10/19/2009 **Action Time:** 14.52.10.004 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED] [REDACTED] \ CUST ADVISED HAS PULLED THE RECORDER OUT OF THE SOCKET AND CUST ADVISED THAT THE CONCERN HAS HAPPENED 2 TIMES AND WAITING TO CAPTURE THE THIRD TIME - CUST ADVISED THAT THE VEH WAS RUNNING LIKE A ROUGH IDLE - CUST ADVISED THE CONCERN HAPPENS ON A COLD ENG WHEN IT IS MOIST OR HUMID OUT - CUST ADVISED DOES NOT NOTICE IN AM WHEN TAKING TIME TO WARM UP THE VEH BUT MORE WHEN AT EVENING WHEN IN HURRY TO GET HOME - HAS GOTTEN BETTER SINCE THE VEH REPROGRAM - CUST ADVISED THAT SHE DID NOTICE THE CONCERN DOES APPEAR TO HAPPEN NOW WHEN COMING HOME AND NOT SEEING A HESITATION LIKE SHE DID BEFORE - CCS ADVISED THE DLR DID ADVISE THEY DID A REPROGRAM ON THE PCM PRIOR TO THE VDR BEING ATTACHED - CUST ADVISED THAT MAY BE WHY IT IS NOT DOING THE SAME THING AS BEFORE - CUST ADVISED THAT SHE WILL ATTEMPT TO GET A 3RD RECORDING BEFORE CALLING DLR AGAIN - CCS ADVISED WILL ATTEMPT TO F/U ON 10/26 BY 18:00 TO SEE IF STILL HAVE VDR IN VEH

| Data Element Name | Data Value |
|-------------------|------------|
|-------------------|------------|

DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM):

10-26-2009
18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** DEALER
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: DEBBIE WAGNER **Analyst:** D-WAGN17
Action Date: 10/21/2009 **Action Time:** 16.59.06.110 **Action Data:** No

Comments WE CALLED CUSTOMER TODAY, SHE STATED THEY TOOK SEVERAL RECORDINGS ON THE VDR, THEY ARE BRINGING THE DIAG DEVICE IN TOMORROW 10/22 FOR ANALYSIS OF RECORDINGS, WILL UPDATE LATER.

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: MCCAULEY (EMCCAUL3) ERIN **Analyst:** EMCCAUL3
Action Date: 10/26/2009 **Action Time:** 14.57.26.941 **Action Data:** Yes

Comments CCS ERIN EXT 7193 -- OBC TO 610-495-7172 \ SA STEVE ADVISED HAVE NOT VERIFIED THE CONCERN AGAIN AND DLR IS IN CONTACT WITH TECH HOTLINE - RECEIVED PERMISSION FROM CUST TO DRIVE THE VEH HOME IF NEED BE - DLR ADVISED THE RECORDINGS HAD A LITTLE BIT OF INFO THAT THE TECH HOTLINE IS LOOKING AT ----- OBC TO [REDACTED] \ [REDACTED] \ ADVISED CUST AS PER DLR CONTACT AND CUST ADVISED THE LAST SHE HEARD IS THAT THEY WERE GOING TO DO A RE-PROGRAM AGAIN AS THEY FOUND SOMETHING IN THE SHIFTING - CCS ADVISED RECEIVED INFO FROM DLR ABOUT 3 MINUTES PRIOR - CCS ADVISED WILL UPDATE ON 10/28 BY 18:00

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 10-28-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: MCCAULEY (EMCCAUL3) ERIN **Analyst:** EMCCAUL3
Action Date: 10/28/2009 **Action Time:** 15.46.25.499 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED] \ SA STEVE \ SM DEBBIE \ ADVISED WILL HAVE TO HAVE THE CUST COME AND DRIVE THE VEH WITH THE IDS SYSTEM ATTACHED PER TECH HOTLINES ----- OBC TO CUST \ CONFERENCE CALL WITH DLR AND CCS \ 610-578-9685 \ DLR ADVISED THAT WOULD LIKE THE CUST TO DO TEST DRIVE AND WILL LIKE TO DO THIS ON FRIDAY - DLR ADVISED CUST THEY CAN PICK UP VEH UP TIL 9:00 PM AT THE DLRSHIP TONIGHT AND BRING THE VEH IN WHEN READY TO DO TEST DRIVE ON FRIDAY - CCS ADVISED CUST THAT WILL F/U ON 11/4 BY 18:00 PER CUST REQUEST THIS WILL BE BEST TIME TO REACH HER

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 11-04-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.
 Odometer: 2000 MI
 Analyst Name: MCCAULEY (EMCCAUL3), ERIN
 Action Date: 11/04/2009

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Comm Type: PHONE
 Analyst: EMCCAUL3
 Action Time: 14.19.14.339
 Action Data: No

Comments CCS ERIN EXT 7193 -- OBC TO DLR \ SM DEBBIE \ LEFT VM ADVISED LOOKING FOR UPDATE ON HOW TEST DRIVE WENT WITH THE CUST ON FRIDAY

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.
 Odometer: 2000 MI
 Analyst Name: MCCAULEY (EMCCAUL3), ERIN
 Action Date: 11/04/2009

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Comm Type: PHONE
 Analyst: EMCCAUL3
 Action Time: 16.25.24.746
 Action Data: Yes

Comments CCS ERIN EXT 7193 - OBC TO DLR \ SA STEVE ADVISED HAVE CONFIRMED THE CUST CONCERN AND TRYING TO GET ANOTHER V6 2009 MARINER TO COMPARE TO DETERMINE IF IS A NORMAL CHARACTERISTIC - DLR ADVISED IN CONTACT WITH TECH HOTLINE \ AS THEY ARE REVIEWING THE VDR READINGS ----- [REDACTED] \ [REDACTED] \ LEFT VM ADVISING THE DLR HAS SUBMITTED THE VDR READINGS TO TECH HOTLINE AND WAITING ON THEIR REVIEW AND WILL F/U ON 11/9 BY 18:00

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 11-09-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.
 Odometer: 2000 MI
 Analyst Name: MCCAULEY (EMCCAUL3), ERIN
 Action Date: 11/09/2009

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Comm Type: PHONE
 Analyst: EMCCAUL3
 Action Time: 14.03.47.272
 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 -- OBC TO 610-495-7172 \ SA STEVE ADVISED STILL WAITING ON INFO FROM THE HOTLINE - DLR ADVISED TECH WHO WAS WORKING ON VEH HAS GOTTEN SICK AND THE CUST HAS PICKED UP THE VEH UNTIL THE TECH GETS BETTER AND RECEIVES INFO FROM TECH HOTLINE ON THE VDR READINGS - CUST PICKED UP VEH ON FRIDAY ----- OBC TO [REDACTED] \ [REDACTED] \ CUST ADVISED

THAT THE VEH WAS BETTER AFTER THE DLR DID WHATEVER TYPE OF REPROGRAM THEY DID BUT AS YOU DRIVE THE VEH MORE THE VEH GETS WORSE - CUST ADVISED THAT HER HUSBAND HAS BEEN DEALING WITH THIS AND GOING ON THE TEST DRIVE WITH THE TECH AND HE DOES NOT AGREE THAT THE HESITATION IS A SHIFTING CONCERN THAT IS NOTHING TO WORRY ABOUT THAT THE DLR IS IMPLYING - CCS ADVISED THAT AT THIS TIME THE DLR HAS NOT ADVISED CCS OF THIS INFORMATION AS THEY ARE ADVISING THE TECH IS CURRENTLY ILL AND THE DLR IS WAITING ON HIM TO RETURN TO WORK AS HE IS MOST FAMILIAR WITH THE CASE - CCS ADVISED WILL F/U ON 11/13 BY 18:00 TO ADVISE IF ANY INFO PROVIDED FROM THE TECH HOTLINE ON THE READINGS

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

Action: DOCUMENT ADDITIONAL INFORMATION

| | |
|--|--|
| Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. | Origin Desc: CUSTOMER CARE SOLUTIONS TEAM |
| Odometer: 2000 MI | Comm Type: PHONE |
| Analyst Name: MCCAULEY (EMCCAUL3),ERIN | Analyst: EMCCAUL3 |
| Action Date: 11/13/2009 | Action Time: 14.32.30.863 |
| | Action Data: No |

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 \ SM DEBBIE \ DLR ADVISED THAT THE BASIC CONCERN IS THIS IS A NORMAL CHARACTERISTICS AND UNABLE TO FIND ANY CONCERN AND THE STOCK UNIT WAS 10 TIMES DIFFERENT HAS A LITTLE HESITATION - LAST COMMUNICATION WITH CUST WAS LAST WEEK MID WEEK - DLR ADVISED WILL UPDATE CUDL WITH THE TECH CONTACT WITH TECH HOTLINE

Action: DOCUMENT ADDITIONAL INFORMATION

| | |
|--|----------------------------------|
| Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. | Origin Desc: DEALER |
| Odometer: 2000 MI | Comm Type: VISIT |
| Analyst Name: DEBBIE WAGNER | Analyst: D-WAGN17 |
| Action Date: 11/13/2009 | Action Time: 15.18.30.568 |
| | Action Data: No |

Comments CUSTOMER DROPPED OFF CAR I BELIEVE MONDAY THE 2ND, CAME IN TUES AM THE 3RD AND TEST DROVE WITH TECHNICIAN CONCERN DID NOT OCCUR DURING ROAD TEST, WE DID TAKE A RECORDING WITH THE IDS AS RECOMMENDED BY TECH HOTLINE..TECH WAS OUT A FEW DAYS SICK BUT UPON RETURNING RESPONDED TO HOTLINE WITH RESULTS. ALL PIDS APPEARED TO BE NORMAL DURING RECORDING WITH CUSTOMER, PRIOR RECORDINGS THAT CUSTOMER TOOK ON VDR ALSO APPEAR TO BE NORMAL DUE TO TRANSMISSION IS NOT EQUIPPED WITH AN ACCUMULATOR IT VARIES CURRENT TO SOLENOIDS TO SOFTEN SHIFT POINTS...ALSO NOTED COMPARED TO ANOTHER LIKE STOCK UNIT AND NOTED THAT STOCK UNIT WAS MORE APARENT IN CONCERN. AT THIS TIME NO FURTHER DIAGNOSTICS CANNOT BE PERFORMED UNTIL CONCERN IS PRESENT FOR FURTHER TESTING, CURRENT EVALUATION AT ROAD TEST WITH CUSTOMER IS NORMAL CHARACTERISTIC OF TRANSMISSION.

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

| | |
|--|--|
| Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. | Origin Desc: CUSTOMER CARE SOLUTIONS TEAM |
| Odometer: 2000 MI | Comm Type: OTHER |
| Analyst Name: MCCAULEY (EMCCAUL3),ERIN | Analyst: EMCCAUL3 |
| Action Date: 11/13/2009 | Action Time: 16.05.06.417 |
| | Action Data: Yes |

Comments CCS ERIN EXT 7193 - OBC [REDACTED] \ [REDACTED] LEFT VM ADVISING WILL ATTEMPT TO REACH NO LATER THAN 11/18 BY 18:00 ----- OBC TO 610-948-2259 \ LEFT MESSAGE WITH HUSBAND OF THE

F/U TIME AS HE HAS REQUESTED THAT CCS SPEAK WITH HER

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

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2000 MI

Comm Type: PHONE

Analyst Name: MCCAULEY (EMCCAUL3),ERIN

Analyst: EMCCAUL3

Action Date: 11/18/2009

Action Time: 14,16,01,354

Action Data: Yes

Caller Information if Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|-----------|-----------|--------------|
| | | | | SPOUSE |

Comments CCS ERIN EXT 7193 ----- OBC TO [REDACTED] [REDACTED] ADVISED THAT SHE THOUGHT SHE WAS SPEAKING WITH CCS ON FRIDAY AND WAS ADVISED THAT THEY ARE WAITING ON FURTHER READINGS FROM THE TECH HOTLINE - CCS ADVISED THAT WAS PROBABLY THE SM DEBBIE AT THE DLR AS CCS LEFT VM - CCS ADVISED THE WILL CONTACT THE DLR AND GET AN UPDATE ON IF THEY GOT ANY TECHNICAL READING FROM THE TECH HOTLINE ON THE RECORDINGS AS RIGHT NOW THEY ARE ADVISING NORMAL CHARACTERISTIC - CUST ADVISED WAS MUCH BETTER AFTER THE RE-PROGRAM AND NOW HAS GOT TEN REALLY BAD AND AFRAID TO DRIVE THE VEH - CUST ADVISED THEY OFFERED TO LET HUSBAND TO TEST DRIVE WITH LIKE VEH AND THE ARE SAYING THE HESITATION IS SHIFTING AND HUSBAND WHO DRIVES STICK DISAGREES - CCS ADVISED WILL GET RECOMMENDATION FROM DLR AND WILL F/U ON 11/25 BY 18:00 ----- OBC TO 610-495-7172 \ DLR \ SM DEBBIE - CCS ADVISED OF CUST CONTACT AND FEEL THAT THE DLR IS DEALING WITH THE HUSBAND AND CCS IS WORKING WITH THE WIFE AND THE HUSBAND ADVISED CCS TO CONTINUE TO WORK WITH HIS WIFE INSTEAD OF HIM THAT WE NEED TO DO CONF CALL WITH WIFE - DLR AGREES THERE IS A COMMUNICATION ISSUE GOING ON - CCS ADVISED WILL MAKE OBC TO CUST AND WORK OUT A PLAN ----- OBC TO [REDACTED] \ ADVISED CUST WOULD LIKE TO DO CONF CALL WITH THE DLR - CUST AGREES ----- DLR BROUGHT ON LINE \ SM DEBBIE ADVISED THAT VDR RECORDING ADVISED THE VEH IS OPERATING NORMAL AND ON TEST DRIVE WITH HUSBAND HE WAS NOT ABLE TO DUPLICATE THE CONCERN AND RECOMMENDED AS SHE IS THE PRIMARY DRIVER THAT SHE DO TEST DRIVE WITH THE DLR - CUST ADVISED DUE TO MEDICAL CONCERN CANNOT TAKE TIME OFF WORK - DLR ADVISED HAVE SATURDAY HOURS - CUST ADVISED DAUGHTER HAS SWIMMING ON SATURDAY - DLR ADVISED IF SHE IS COMFORTABLE WITH HUSBAND TO DO THE TEST DRIVE WILL RECOMMEND LEAVING THE VEH THE NIGHT BEFORE AS THE VEH NEEDS TO BE COLD AND WILL DO TEST DRIVE IN THE SAME AREA THE CONCERNS ARE HAPPENING AS CUST IS CONCERN OF SOMETHING INTERFERING WITH THE COMPUTER IN VEH IN CERTAIN AREAS - DLR ADVISED IF UNABLE TO DUPLICATE THE CONCERN THERE IS NOTHING THEY ARE GOING TO BE ABLE TO DO UNTIL DUPLICATED - CUST ADVISED WILL HAVE HUSBAND BRING IN AND CCS WILL KEEP THE 11/25 BY 18:00 F/U

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP | 11-25-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: DEALER

Odometer: 2000 MI

Comm Type: PHONE

Analyst Name: DEBBIE WAGNER

Analyst: D-WAGN17

Action Date: 11/20/2009

Action Time: 09 40.52.396

Action Data: No

Comments [REDACTED] CALLED AND LEFT MESSAGE THAT HE WOULD NOT BE COMING IN FOR ROAD TEST ON 11/19 AND WILL COME IN ON TUESDAY 11/24 FOR A ROAD TEST.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. Origin Desc: DEALER
Odometer: 2000 MI Comm Type: VISIT
Analyst Name: DEBBIE WAGNER Analyst: D-WAGN17
Action Date: 11/24/2009 Action Time: 11.45.08.483 Action Data: No

Comments [REDACTED] CAME IN THIS A.M. 11/24, WE SENT 2 TECHNICIANS ON ROAD TEST WITH HIM DRIVING, THE VEHICLE WAS DROPPED OFF LAST NIGHT, THEY DROVE FOR APPROX. 5 MILES WITH THE IDS, THE CONCERN DID NOT OCCUR. WE THEN HOOKED UP THE VDR FOR THE CUSTOMER TO DRIVE IT AND TAKE MORE RECORDINGS FOR ANALYSIS. WAITING FOR CUSTOMER TO LET US KNOW AFTER THEY TAKE SOME RECORDINGS

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI Comm Type: PHONE
Analyst Name: MCCAULEY (EMCCAUL3),ERIN Analyst: EMCCAUL3
Action Date: 11/25/2009 Action Time: 14.01.19.657 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED] [REDACTED] \ SPOKE WITH CUST AND CONFIRMED THE DLR DOCUMENTATION WITH CUST AND ADVISED WILL F/U 12/01 BY 18:00 TO SEE IF SHE WAS ABLE TO GET ANY RECORDINGS - CUST AGREED

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 12-02-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI Comm Type: PHONE
Analyst Name: MCCAULEY (EMCCAUL3),ERIN Analyst: EMCCAUL3
Action Date: 12/02/2009 Action Time: 15.11.49.407 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED] [REDACTED] - CUST ADVISED ALL WEEK THE VEH WAS RUNNING WELL AND THE ONLY EXCEPTION WHEN LEAVING WORK WAS AT STOP LIGHT AND AFTER WARMING UP FOR 5 MINUTES AND 5 MINUTES THE VEH DID NOT STALL BUT WOULD NOT MOVE - PRESSED THE

RECORDING BUT AND IT BEEPED AND DOES NOT INDICATE ANY NUMBER - CCS ADVISED RECOMMENDED TAKING THE VEH TO THE DLR TO HAVE THE VDR CHECK BUT RECOMMEND HUSBAND ADVISING OF WHAT HAPPENED AND ADVISED CUST WILL F/U ON 12/4 BY 18:00 TO SEE DLR RECOMMENDATION -- CUST ADVISED THE OTHER CONCERNS DID NOT HAPPEN AT ALL THIS WEEK

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 12-04-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI
Comm Type: PHONE
Analyst Name: JOHNSON (SJOHN452), SENETHA
Analyst: SJOHN452
Action Date: 12/04/2009
Action Time: 16.52.24.510
Action Data: Yes

Comments: CCS SENETHA EXT 7286 -OBC TO DLR SPOKE WITH DEBBIE S/M -SM ADVISED SHE SPOKE WITH CUST AND RECORDING DID NOT TAKE -VEH CAME IN TODAY FOR VDR TO BE CHECKED BUT NO RECORDINGS -SM ADVISED SHE WILL UPDATE ON MONDAY -OBC TO CUST AT [REDACTED] CCS LEFT VM FOR CUST WITH UPDATE AND THAT CCS WILL F/U 12-8 BY 5PM EST

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 12-08-2009 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI
Comm Type: PHONE
Analyst Name: MCCAULEY (EMCCAUL3), ERIN
Analyst: EMCCAUL3
Action Date: 12/08/2009
Action Time: 14.08.33.963
Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments: CCS ERIN EXT 7193 - OBC TO [REDACTED]; SM DEBBIE ADVISED PUT THE VDR BACK IN VEH ON 12/7 - DLR ADVISED HAVE NEVER BEEN ABLE TO DUPLICATE THE CONCERNS ----- OBC TO DIANE DESANTE; [REDACTED] LEFT VM ADVISING WILL ATTEMPT TO REACH CUST ON 12/15 BY 18:00 TO SEE IF GOT ANY RECORDINGS ON THE VDR

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 12-15-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2000 MI
Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Comm Type: PHONE
Analyst: EMCCAUL3

Action Date: 12/15/2009

Action Time:
15.03.45.066

Action Data: Yes

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 ; SM DEBBIE - SA STEVE ADVISED SM IS NOT AVAILABLE AND ADVISED STILL WAITING ON CUST TO PROVIDE RECORDINGS ON THE VDR ----- OBC TO [REDACTED] ; LEFT VM ADVISING AS PER DLR UPDATE AND WILL F/U ON 12/22 BY 18:00

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 12-22-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM

Odometer: 2000 MI
Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Comm Type: PHONE
Analyst: EMCCAUL3

Action Date: 12/22/2009

Action Time:
13.01.03.108

Action Data: Yes

Comments CCS ERIN EXT 7193 - OBC TO DLR 610-495-7172 ; SM DEBBIE IS NOT IN TODAY --SA STEVE ADVISED THE CUST HAS ONE RECORDING AND THEY ARE SUPPOSE TO COME IN TO DROP OFF THE RECORDING - SM SPOKE WITH CUST YESTERDAY - AND WILL DO READING ON ONE RECORDING - DLR ADVISED TAKES A COUPLE OF HOURS TO GET ANYTHING FROM TECH HOTLINE ----- OBC TO [REDACTED] ; DIANE ; LEFT VM ADVISING AS PER DLR THAT AN APPT HAS BEEN MADE TO HAVE THE VDR AND TO DO READINGS AND WILL F/U ON 12/28 TO SEE WHEN THIS APPT IS FOR ----- OBC TO 610-948-2259 ; SPOKE WITH THOMAS AND HE ADVISED HE IS GOING TO TAKE THE VEH TO THE DLR ON 12/23 TO HAVE THE VDR REMOVED FROM THE VEH - CCS ADVISED WILL F/U ON 12/28 BY 18:00 TO DISCUSS THE READINGS

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 12-28-2009 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM

Odometer: 2000 MI
Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Comm Type: PHONE
Analyst: EMCCAUL3

Action Date: 12/28/2009

Action Time:
11.29.34.401

Action Data: No

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 ; SM DEBBIE ; ADVISED THAT THE CUST DID COME IN AND WILL CHECK WITH THE TECH FOR THE RECORDING FINDINGS - CCS ADVISED WILL CALL BACK AFTER LUNCH AS HAVE A FU WITH THE CUST TODAY

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM

Odometer: 2000 MI
Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Comm Type: PHONE
Analyst: EMCCAUL3

Action Date: 12/28/2009

Action Time:
13.34.54.326

Action Data: Yes

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 ; SM DEBBIE IS AT LUNCH SA PAT ADVISED KNOWS THE SA IS ON VACATION AND THE CUST BROUGHT THE VEH IN AND DO NOT KNOW WHAT THE READINGS WERE ----- OBC TO [REDACTED] LEFT VM ADVISING OF DLR CONTACT AND WAITING ON F/U FROM THEM ON THE STATUS OF THE TECH HOTLINE GETTING THE READINGS - ADVISED WILL F/U NO LATER THAN 1/4 BY 18:00 ----- OBC TO 610-948-2259 ; LEFT VM SAME AS ABOVE

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 01-04-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: DEALER

Odometer: 2000 MI

Comm Type: VISIT

Analyst Name: DEBBIE WAGNER

Analyst: D-WAGN17

Action Date: 12/30/2009

Action Time: 11.36.41.293

Action Data: No

Comments REVIEWED RECORDING THAT WAS TAKEN ON VDR, DOES NOT SHOW ANYTHING ABNORMAL ON THIS RECORDING. I EMAILED DAVE PILGRIM OUR FSE TO DISCUSS THIS RECORDING AND PREVIOUS RECORDINGS. I BELIEVE HE IS OUT OF THE OFFICE UNTILL MONDAY, SO AS SOON AS I HEAR BACK FROM HIM, I WILL UPDATE CUDL AGAIN

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2000 MI

Comm Type: PHONE

Analyst Name: MCCAULEY (EMCCAUL3),ERIN

Analyst: EMCCAUL3

Action Date: 01/04/2010

Action Time:
13.33.56.678

Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 - EMAIL SENT TO FSE DAVE P SEEKING RECOMMENDATIONS FOR HOW TO PROCEED -----OBC TO 610-495-7172 ; SM DEBBIE IS NOT AVAILABLE ; SA STEVE ADVISED KNOW THEY HAVE BEEN IN CONTACT WITH TECH HOTLINE ABOUT RECORDING AND DO NOT HAVE ANY OTHER INFO AVAILABLE - CCS THANKED DLR AND ADVISED SENT EMAIL TO FSE DAVE AND COPIED SM DEBBIE AND JUST MAKING SURE THE DLR HAS NOT SPOKE WITH HIM TODAY ----- OBC TO [REDACTED] ; SPOKE WITH CUST AND ADVISED ONLY HAD THE VEH ACT UP ONE TIME AND THE VEH HESITATED AND TOOK A LITTLE LONGER THAN NORMAL AND THEN APPLIED GAS AND FINALLY CAUGHT - CUST ADVISED THE VEH HAS NOT BEEN ACTING UP IN THE COLD WEATHER AND HUSBAND IS USING THE VEH FOR LITTLE TRIPS ONLY - CCS ADVISED WILL F/U ON 1/7 BY 18:00 TO ADVISE IF THE FSE HAS CONTACTED DLR YET

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 01-07-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: DEALER

Odometer: 2000 MI
Analyst Name: DEBBIE WAGNER
Action Date: 01/05/2010

Comm Type: PHONE
Analyst: D-WAGN17
Action Time: 13.03.04.625

Action Data: No

Comments | SPOKE TO DAVE PILGRIM OUR FSE ENGINEER, HE WOULD LIKE TO REVIEW SOME MORE RECORDINGS, THE LAST RECORDING DID NOT SHOW ANY FAILURES. WE CALLED CUSTOMER TODAY AND LEFT MESSAGES ON ALL 3 LINES TO STOP IN SO WE CAN HOOK UP THE VDR AGAIN...OUR FSE WILL NEED TO COME OUT IN THE NEXT COUPLE WEEKS TO VIEW ANOTHER VEHICLE, I AM TRYING TO COORDINATE TO HAVE MR. DESANTE'S VEHICLE HERE THE SAME DAY FOR HIM TO LOOK AT AND VIEW THE RECORDINGS.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.
Odometer: 2000 MI
Analyst Name: DEBBIE WAGNER
Action Date: 01/06/2010

Comm Type: PHONE
Analyst: D-WAGN17
Action Time: 13.01.35.926

Origin Desc: DEALER
Action Data: No

Comments CUSTOMER COMING IN ON THURSDAY 1/8/2010 TO HAVE THE VDR PUT BACK IN THE VEHICLE, ASKED CUSTOMER TO TAKE 2 RECORDINGS AND ADVISE US WHEN THAT IS COMPLETED, SO THAT WE CAN SCHEDULE VEHICLE TO COME IN FOR RECORDING ANALYSIS WITH OUR FSE.

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.
Odometer: 2000 MI
Analyst Name: MCCAULEY
(EMCCAUL3)ERIN
Action Date: 01/07/2010

Comm Type: PHONE
Analyst: EMCCAUL3
Action Time:
13.59.15.233

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM
Action Data: Yes

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED], LEFT VM ADVISING AS PER DLR UPDATE OF APPT FOR 1/8 TO PLACE THE VDR BACK IN VEH AND WILL F/U ON 1/15 BY 18:00 TO ALLOW TIME FOR POSSIBLE RECORDINGS

| Data Element Name | Data Value |
|---------------------------|------------|
| DATE OF FOLLOW UP | 01-15-2010 |
| TIME OF FOLLOW UP (HH:MM) | 18:00 |

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.
Odometer: 2000 MI
Analyst Name: MCCAULEY
(EMCCAUL3)ERIN
Action Date: 01/15/2010

Comm Type: PHONE
Analyst: EMCCAUL3
Action Time:
13.25.10.317

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM
Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 ; SM DEBBIE CUST ADVISED THE CUST CALLED IN AND THOUGHT THE VDR WAS NOT WORKING AND FOUND THE PLUG WAS DISCONNECTED AND HAD RE-ATTACHED - DLR ADVISED NO RECORDING TO DATE - DLR ADVISED WOULD LIKE RECORDING BY NEXT WEEK SO THEY CAN

SCHEDULE IF FSE IS COMING - DLR ADVISED WILL BE OUT ALL NEXT WEEK UNTIL FRIDAY FOR TRAINING - DLR ADVISED IF GET ANY INFO WILL UPDATE CUDL ----- OBC TO [REDACTED] 5 CUST ADVISED THEY ARE HAVING SOMEONE COME FROM FORD TO LOOK AT THE VEH AND WOULD LIKE EVALUATE THE VEH - CUST ADVISED GOT A HESITATION BUT NOT OF THE ACTUAL STALL - CCS ADVISED TO MAKE SURE CAN CAPTURE A STALL - CUST ADVISED THAT SHE IS KEEPING A LOG AND ASKED HUSBAND PROVIDE THIS INFORMATION - CUST ADVISED THE STALLING ISSUE IS THE PART THAT IS MOST FRIGHTENING - CUST ADVISED THAT THE VEH LOSS POWER BUT THE VEH DID NOT STALL - CUST ADVISED WILL MAKE SURE RETURNED ON FRIDAY AND CUST WILL TYPE UP A LOG TO PROVIDE FOR REVIEW OF THE SURROUNDING CIRCUMSTANCES - CCS ADVISED WILL FU ON 1/25 BY 18:00 TO ADVISE OF FSE INVOLVEMENT IF AVAILABLE

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 01-25-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

| | |
|---|---|
| Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. | Origin Desc: CUSTOMER CARE SOLUTIONS TEAM |
| Odometer: 2000 MI | Comm Type: PHONE |
| Analyst Name: MCCAULEY (EMCCAUL3),ERIN | Analyst: EMCCAUL3 |
| Action Date: 01/25/2010 | Action Time: 15.30.43.732 |
| | Action Data: Yes |

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 -- OBC TO 610-495-7172 , SM DEBBIE ADVISED GOT ONE RECORDING AND SENT TO HOT LINE AND THE TECHNICIAN PICKED THE PINS AND CANNOT COMPLETELY DETERMINE WHAT THE CUST WAS DOING WHEN THE CONCERN HAPPED - FSE IS GOING TO COME AND LOOK AT THE VEH AND DRIVE HIMSELF AND WILL CONTACT THE CUST MAYBE TOMORROW AFTER HEAR FROM THE FSE ----- OBC TO [REDACTED] , LEFT VM ADVISING AS PER DLR CONTACT THE FSE WOULD LIKE TO COME AN LOOK AND TEST DRIVE THE VEH TO ATTEMPT TO DUPLICATE THE CONCERN PERSONALLY AND CCS WILL FU ON 2/1 BY 18:00 TO SEE WHEN APPT IS SCHEDULED FOR

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 02-01-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

| | |
|---|---|
| Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. | Origin Desc: CUSTOMER CARE SOLUTIONS TEAM |
| Odometer: 2000 MI | Comm Type: PHONE |
| Analyst Name: MCCAULEY (EMCCAUL3),ERIN | Analyst: EMCCAUL3 |
| Action Date: 01/25/2010 | Action Time: 15.33.07.547 |
| | Action Data: No |

Comments CCS ERIN EXT 7193 -- OBC TO 610-948-2259 ; LEFT VM SAME AS PREVIOUS UPDATE

Action: DOCUMENT ADDITIONAL INFORMATION

| | |
|---|---------------------|
| Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. | Origin Desc: DEALER |
| Odometer: 2000 MI | Comm Type: VISIT |

Analyst Name: DEBBIE WAGNER
Action Date: 01/29/2010

Analyst: D-WAGN17
Action Time: 16.39.23.184

Action Data: No

Comments CUST DROPPED OFF VEHICLE WED NIGHT 1/27/10, WE DROVE WED NIGHT, DID NOT DUPLICATE. FSE DAVE PILGRIM CAME OUT THURS 1/28/10 TEST DROVE VEHICLE WITH TECH, DID NOT DUPLICATE CONCERN, VIEWED THE ONE VDR RECORDING THAT CUSTOMER TOOK, INCONCLUSIVE, WE RESET KAM MEMORY AND RESET PARAMETERS FOR VDR AND ASKED CUSTOMER TO GET AT LEAST 2-3 RECORDINGS AND CONTACT US WHEN THEY GET RECORDINGS, WILL THEN SEND INFO BACK TO FSE FOR FURTHER REVIEW. VEHICLE WAS TEST DRIVEN APPROX 90 MILES TOTAL ON 5 SEPERATE ROAD TESTS, ALSO RESET AVG MPG BUTTON AND WHEN TEST DROVE AVERAGED 21.8 MPG, EXPLAINED TO CUSTOMER HOW TO RESET AND ALSO WHAT CAN CONTRIBUTE TO LOSS OF MPG. CUSTOMER IS PICKING UP TONIGHT 1/29 AND WILL ADVISE US WHEN THE RECORDINGS ARE TAKEN.

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2000 MI

Comm Type: PHONE

Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Analyst: EMCCAUL3

Action Date: 02/01/2010

Action Time:
13.28.46.048

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

SPOUSE

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED], CUST ADVISED THE DLR WANTS TO GET 2 MORE READINGS IN THE NEXT 2 WEEKS - CUST ADVISED THEY THOUGHT THE MEMORY WAS MESSED UP, SO FAR THE VEH HAS NOT ACTED UP - CUST ADVISED SUPPOSE TO DRIVE THE VEH FOR THE NEXT 2 WEEKS AND SHOULD KNOW IF THE LAST REPAIR TO THE KAM MEMORY WORKED OR IF THERE ARE ADDITIONAL RECORDINGS - CCS ADVISED WILL FU ON 2/16 BY 18:00

Data Element Name

Data Value

DATE OF FOLLOW UP:

02-16-2010

TIME OF FOLLOW UP (HH:MM):

18:00

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: DEALER

Odometer: 2000 MI

Comm Type: VISIT

Analyst Name: DEBBIE WAGNER

Analyst: D-WAGN17

Action Date: 02/16/2010

Action Time: 15.46.02.919

Action Data: No

Comments CUSTOMER DROPPED OFF VDR YESTERDAY, 2/15, THEY GOT ONE RECORDING. WE VIEWED THE RECORDING DID NOT SEE ANYTHING SIGNIFICANT CAUSING THE CONCERN, WE FORWARDED THE RECORDING TO HOTLINE FOR OUR FSE DAVE PILGRIM TO VIEW AND REPORT BACK TO US.

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

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2000 MI

Comm Type: PHONE

Analyst Name: MCCAULEY
(EMCCAUL3),ERIN

Analyst: EMCCAUL3

Action Date: 02/16/2010

Action Time:

Action Data: Yes

16.50.40.402

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED] LEFT VM ADVISING AS PER DLR UPDATE AND ADVISED WAITING ON TECH HOTLINE FINDINGS TO BE REPORTED AND WILL RECEIVE UPDATE AS SOON AS BECOMES AVAILABLE | ADVISED WILL FU ON 2/23 BY 18:00 TO ADVISED OF ANY UPDATES

| Data Element Name | Data Value |
|---------------------------|------------|
| DATE OF FOLLOW UP: | 02-23-2010 |
| TIME OF FOLLOW UP (HH:MM) | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** DEALER
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: DEBBIE WAGNER **Analyst:** D-WAGN17
Action Date: 02/19/2010 **Action Time:** 13.34.15.159 **Action Data:** No

Comments SPOKE TO CUSTOMER TODAY 2/19 DIANE DESANTE, EXPLAINED COMMENTS BY OUR FSE, STATING COULD NOT FIND AND FAULTS WITH VEHICLE BASED ON RECORDING PROVIDED BY CUSTOMER, FSE STATES NOTHING WRONG WITH VEHICLE OR TRANSMISSION FROM THESE RECORDINGS, PREVIOUS AND LAST RECORDING. NO FURTHER ACTION REQUIRED...ADVISED CUSTOMER WE ARE CLOSING THIS WORK ORDER, NO FURTHER DIAGNOSIS TESTING TO BE DONE REGARDING THIS CONCERN AT THIS TIME. PLEASE CLOSE THIS CONTACT

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: MCCAULEY (EMCCAUL3),ERIN **Analyst:** EMCCAUL3
Action Date: 02/22/2010 **Action Time:** 14.30.55.293 **Action Data:** No

Comments CCS ERIN EXT 7193 - OBC TO 610-495-7172 | SM DEBBIE ADVISED THAT THE FSE DAVE P HAS VIEWED RECORDING AND FOUND NO ABNORMALITIES WITH THE VEH - DLR ADVISED THE HESITATION SEEN ON THE RECORDING WERE CUST CAUSED BY APPLYING PRESSURE TO GAS PEDAL AND THEN LETTING OFF GAS AND RE-APPLY PRESSURE TO THE GAS PEDAL - THERE ARE NO KNOWN FAULT OR DEFECT WITH THE VEH - DLR ADVISED THERE ARE NO FURTHER ACTIONS TO BE TAKEN PER FSE AND DLR FINDINGS

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: MCCAULEY (EMCCAUL3),ERIN **Analyst:** EMCCAUL3
Action Date: 02/23/2010 **Action Time:** 10.35.32.906 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

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

Comments CCS ERIN EXT 7193 - OBC TO [REDACTED] | CCS ADVISED THAT THE VEH IS OPERATING WITHIN FMC SPECIFICATIONS - ADVISED THE VEH IS COVERED FOR 3/36 AND IF THERE IS A

MANUFACTURING DEFECT THAT THE DLR IS ABLE TO VERIFY THEY WILL BE ABLE TO MAKE ANY ADJUSTMENTS OR REPAIRS AT THAT TIME - CUST ADVISED WHEN THIS STARTED SHE WAS SEEKING TO HAVE AN EXTENDED WARRANTY PLACED ON VEH AS THEY USUALLY WILL KEEP A VEH FOR 10 YEARS - CCS ADVISED WILL CHECK INTO THIS REQUEST AND WILL FU ON 3/2 BY 18:00 TO ADVISE WHAT CCS FINDS - CUST ADVISED IF GOING TO COST ANYTHING WOULD LIKE TO KNOW BEFORE CCS DOES ANYTHING

| <u>Data Element Name</u> | <u>Data Value</u> |
|----------------------------|-------------------|
| DATE OF FOLLOW UP: | 03-02-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2000 MI

Comm Type: OTHER

Analyst Name: MCCAULEY (EMCCAUL3),ERIN

Analyst: EMCCAUL3

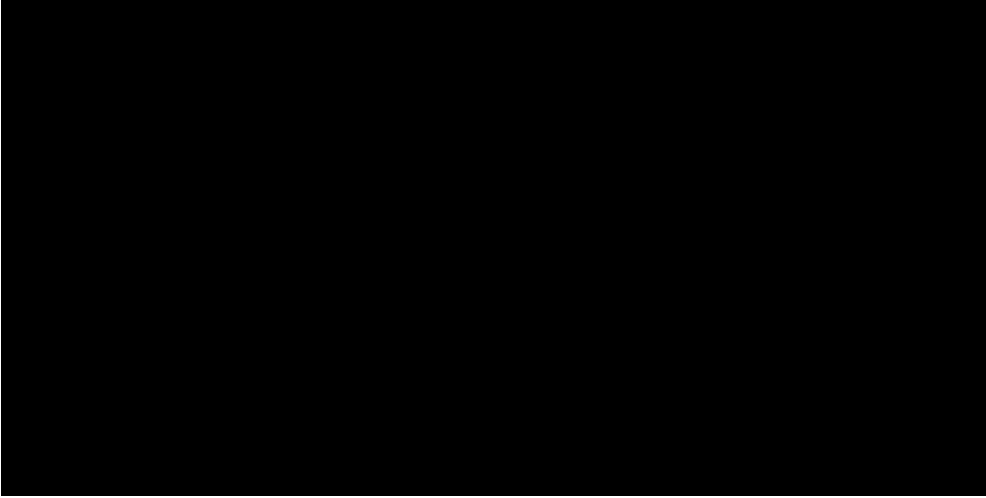
Action Date: 02/24/2010

Action Time: 18.27.19.922

Action Data: No

Comments CCS ERIN EXT 7193 -- SUBMITTING OF ESP THRU RAV-FAST | 5/75 PREM CARE AS GOOD WILL GESTURE ----- CCS MADE OBC TO DLR \ SPOKE WITH SM DEBBIE ADVISED GOOD RECOMMENDATION AS CUST SATISFACTION TOOL

Ford Confidential



BEGINNING OF CONTACT
08/04/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.08

REGION: W1 LOS ANGELES OGC ISSUE CASE NBR: 120590919
VIN: 1FMGU49309K [REDACTED] ZONE: A05 OPENED: 2010/08/03
ENGINE: 3 VEH TYPE: T CLOSED: 2010/08/03

LAST NAME: [REDACTED] STATUS: CLOSED
TITLE: [REDACTED] FIRST NAME: [REDACTED] MI: J
ADDRESS: [REDACTED]
CITY: BAKERSFIELD STATE: CA ZIP: [REDACTED]
HOME PHONE: [REDACTED]
MODEL YEAR: 2009 MODEL: ESCAPE
MILEAGE: 9000
DEALER NAME: HOLIDAY FORD LINCOLN SALES CODE: F71442 P & A: 05592
REASON CODE: 0796 LEGAL - ALLEGED INJURY
SYMPTOMS: 624100 ACCELERATOR PEDAL STICK/BIND

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION:PHONE
ACTION: 705 - CONTACT ADVANCED TO OGC
DOCUMENT: ANALYST: RBUBLITZ BUBLITZ (RBUBLITZ),REBECCA

DATE: 2010/08/03 TIME: 16.16.48 ;
ACTION DATA/COMMENTS:

CUSTOMER SAID: - CALLER IS SON-IN-LAW OF VEHICLE OWNER, [REDACTED]
[REDACTED] - VEHICLE WAS INVOLVED IN ACCIDENT ON 8/2/2010. - VEHICLE
ACCELERATED AND SURGED FORWARD, WHILE ALREADY STOPPED
WITH FOOT ON BRAKE. - VEHICLE RAN INTO A POLE. - PASSENGER IN
VEHICLE (CALLER'S WIFE) IS SUFFERING FROM A STIFF NECK AND
SORE BACK. - SHE HAS NOT REC'D ANY MEDICAL TREATMENT, BUT
CALLER SAYS IT IS SERIOUS. - DRIVER HAD MINOR CHEST PAIN. -
ACCIDENT OCCURRED IN A LOWE'S PARKING LOT ON STOCKDALE HWY
IN BAKERSFIELD. - NO POLICE REPORT WAS FILED. - INSURANCE
COMPANY HAS BEEN CONTACTED, BUT HAS NOT YET RETURNED CALL.
- VEHICLE IS REPAIRABLE. - VEHICLE IS CURRENTLY AT ANOTHER FLM
DEALERSHIP, BUT CUSTOMER DOES NOT WISH TO USE THIS
DEALERSHIP FOR REPAIRS. - SEEKING FORD TO PAY FOR
REPAIRS. DEALER SAID: - JIM BURKE FORD2001 OAK
STREET BAKERSFIELD CA 93301 (861) 328-3600 - 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 - CALLER SAID TO MAIL TO HIS OWN ADDRESS AS FOLLOWS: -
KEVIN LARCOM - 3100 DORE DR. - BAKERSFIELD, CA 93304

FORMER FORD COMMUNITY
RECEIVED
DATE: 08-04-2010
OFFICE OF THE
GENERAL COUNSEL

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION:PHONE
ACTION: 705 - CONTACT ADVANCED TO OGC
DOCUMENT: ANALYST: RBUBLITZ BUBLITZ (RBUBLITZ),REBECCA

DATE: 2010/08/03 TIME: 16.28.08 ;
ACTION DATA/COMMENTS:

CUSTOMER SAID: - CALLER IS SON-IN-LAW OF VEHICLE OWNER, [REDACTED]
[REDACTED] - VEHICLE WAS INVOLVED IN ACCIDENT ON 8/2/2010. - VEHICLE
ACCELERATED AND SURGED FORWARD, WHILE ALREADY STOPPED
WITH FOOT ON BRAKE. - VEHICLE RAN INTO A POLE. - PASSENGER IN
VEHICLE (CALLER'S WIFE) IS SUFFERING FROM A STIFF NECK AND
SORE BACK. - SHE HAS NOT REC'D ANY MEDICAL TREATMENT, BUT
CALLER SAYS IT IS SERIOUS. - DRIVER HAD MINOR CHEST PAIN. -
ACCIDENT OCCURRED IN A LOWE'S PARKING LOT ON STOCKDALE HWY
IN BAKERSFIELD. - NO POLICE REPORT WAS FILED. - INSURANCE
COMPANY HAS BEEN CONTACTED, BUT HAS NOT YET RETURNED CALL.
- VEHICLE IS REPAIRABLE. - VEHICLE IS CURRENTLY AT ANOTHER FLM
DEALERSHIP, BUT CUSTOMER DOES NOT WISH TO USE THIS
DEALERSHIP FOR REPAIRS. - SEEKING FORD TO PAY FOR
REPAIRS. DEALER SAID: - HOLIDAY FORD LINCOLN - MERCURY 1100
EAST LERDO HWY. SHAFTER CA 93263 (800) 750-7861 - CRC ADVISED: I

CONSUMER AFFAIRS 08/04/2010 FAX OGC1 CONFIDENTIAL

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. --- CALLER SAID TO SEND THE INFO TO HIM
AT- KEVIN LARCOM - 3100 DORE DR. - BAKERSFIELD, CA 93304



From: [REDACTED]
Sent: Thursday, May 05, 2011 11:04 AM
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: Bill Brandt Ford Inc

Requesting Dealer Fleet: bill brandt ford

PA Code: 07873

Contact Person: dino castaldi

Title: asst serv mgr

Phone Number: [REDACTED]

Fax Number: [REDACTED]

Email: [REDACTED]

Region: san francisco

Address: [REDACTED]

City: breawood

State: California

Zip Code: [REDACTED]

CUSTOMER VEHICLE INFORMATION:

WSD: 04/22/2010

Vehicle Year: 2010

Vehicle Model: fusion

Vehicle VIN: 3fahp0ha9ar [REDACTED]

Mileage: 20156

5/5/2011

customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : oakley
State : California
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: san francisco

DETAILS OF INCIDENT:

Accident

Date of Incident: 2011-05-04

County incident occurred: alameda

Is customer alleging a component defect CAUSED the incident? YES

Details: front grille,both front headlamp lens were damaged-front bumper

Was a police report filed? YES

Details : oakland,ca-alameda county

Has the insurance company been contacted? YES

Insurance company advised: customer first towed into bill brandt ford-her insurance company would not supply her a rental vehicle unless vehicle was at a bodyshop so customer had towed to vornhagens bodyshop in brentwood

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: vornhagens auto bodyshop

Attorney information:

CVO Contact:

Resolution Customer is seeking: to repair concern on vehicle-she stated that her son was driving-he went to accel from a stop and said throttle stuck causing him to hit the back of a truck

Comments:

Copyright 2011 Ford Motor Company



BEGINNING OF CONTACT
08/31/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.41

=====

| | | | |
|-----------------------------|-----------|---------------------|--------------------|
| REGION: C1 DALLAS | OGC ISSUE | CASE NBR: 401742420 | |
| VIN: 3FAHP0JA3AR [REDACTED] | ZONE: A01 | OPENED: 2010/08/30 | |
| | ENGINE: A | VEH TYPE: C | CLOSED: 2010/08/30 |

=====

| | | |
|---|------------------------|-----------------|
| LAST NAME: [REDACTED] | FIRST NAME: [REDACTED] | STATUS: CLOSED |
| TITLE: [REDACTED] | | MI: [REDACTED] |
| ADDRESS: [REDACTED] | | |
| CITY: DALLAS | STATE: TX | ZIP: [REDACTED] |
| HOME PHONE: [REDACTED] | | |
| MODEL YEAR: 2010 | MODEL: FUSION | |
| MILEAGE: 600 | | |
| DEALER NAME: BOB TOMES FORD-LINCO | SALES CODE: F52509 | P & A: 02531 |
| REASON CODE: 0772 LEGAL - ACCIDENT | | |
| SYMPTOMS: 620900 ENG SPEED-UP SUDDEN ACCELERATION | | |

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: CCUEVAS2 CUEVAS (CCUEVAS2), CASSANDRA

DATE: 2010/08/30 TIME: 11.28.35:
ACTION DATA/COMMENTS:

CUSTOMER SAID: CUST'S ADDRESS [REDACTED]
[REDACTED] DALLAS, TX [REDACTED] WHEN FOOT WAS ON THE BRAKE, THE VEH
SURGED FORWARD AND ACCELERATED-HAPPENED AUGUST 28TH-THE
VEH RAN INTO AN FENCE-NAME OF THE COUNTY IS DALLAS
COUNTY-HAPPENED IN THE PARKING LOT WHERE SHE LIVES-VEH
SURGED 20-30 YARDS-POLICE WAS CONTACTED-THEY FILED A REPORT,
REPORT # 241678X-THERE IS SIGNIFICANT DAMAGE TO THE VEH-THE
TRUNK LID IS OUT OF ALIGNMENT-PAINT IS DAMAGED AND
SCRATCHED-THE HOOD HAS POPPED OUT-THERE WAS STRUCTURAL
DAMAGE TO A FENCE THAT THE VEH HIT-CALLED INSURANCE
COMPANY AND THEY TOLD HER NOT TO FILE A CLAIM UNTIL FORD WAS
AWARE OF WHAT IS GOING ON-CUST CALLED THE NHTSA-HER SON IS
CONTACTING THE DLR-WANTS TO KNOW IF FORD IS GOING TO COVER
THE DAMAGES ON HER VEH AND A RENTAL VEH DEALER SAID: BOB
TOMES FORD LINCOLN MERCURY, INC 950 SOUTH CENTRAL
EXPRESSWAY MCKINNEY TX 75070 (214) 544-5000 CRC ADVISED: I WILL
FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL
COUNSEL, YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15
BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO
VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT
INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE -CUST'S
INFO: [REDACTED] TX [REDACTED] DAYTIME PHONE
[REDACTED] CELL-ADVISED CUST TO TAKE VEH TO DLR FOR
DIAGNOSIS ON THE SURGE ISSUE IF SHE NEEDS IT CHECKED
OUT-ADVISED CUST THAT RENTAL PROVISIONS ARE NOT PROVIDED IN
THE BTB AND TO SPEAK TO DLR ABOUT RENTAL-ADVISED CUST TO
WAIT FOR OGC TO CONTACT HER REGARDING THE INVESTIGATION ON
HER VEH

CONSUMER AFFAIRS

08/31/2010 FAX OGC2 CONFIDENTIAL



Office of the General Counsel

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

August 31, 2010

SEP 7 2 2010 JC

[REDACTED]
DALLAS, TX [REDACTED]

RE: 2010 FUSION
VIN: 3FAHP0JA3AR [REDACTED]

Dear [REDACTED]

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

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

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

- Attach on a separate piece of paper a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- A copy of the police and/or fire report.
- A copy of the vehicle title and registration.
- Original color photographs of the vehicle's collision/fire damage & the alleged defective part(s), from several different angles.
- Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
- Original color photographs of the accident scene showing the grade of the road.
- Attach a copy of your expert's report and the expert's original photographs.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.
- Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
- A complete service history for the subject vehicle, including any maintenance items.
- If you are claiming damages other than the vehicle, please provide the necessary pictures, receipts, and estimates to support your claim.

Please answer the following in the space provided. If you need additional space, please use the back of the form:

1. What are you seeking from Ford Motor Company in this matter?
I AM SEEKING FOR A COMPLETE INVESTIGATION INTO THE CAUSES OF DAMAGES TO MY 2010 FORD FUSION FROM UNATTENDED ACCELERATOR PROBLEM.

2. What is the alleged defect: unattended accelerator
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: DALLAS, TX 8/28/2010
5. What was the mileage at time of occurrence: 535
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: NEW
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased:
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information). McKinney
BODY SHOP - BOB TOMES FORD LINCOLN MERCURY - TX
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.
TRAVELERS INS. - DALLAS, TX -
CLAIM # HEX0690 - J.C. CORONADO -
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.

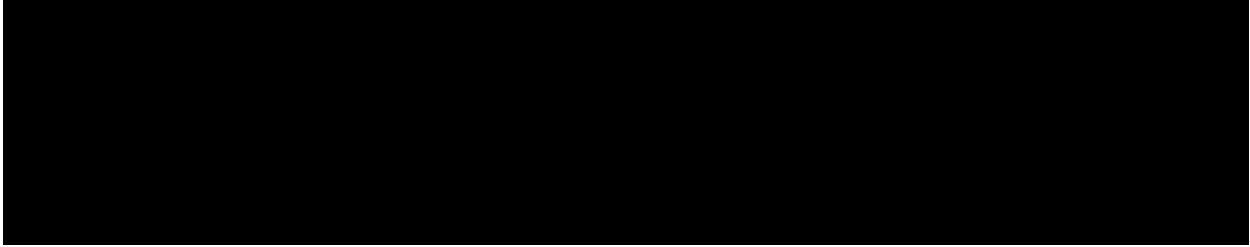
Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle 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,



Legal Analyst- OGC Product Claims





CONSUMERS COUNTY MUTUAL
INSURANCE COMPANY
Michael Cruz
Claims Professional
Richardson Claim Center, Texas
(214) 570-6134
(877) 786-5577 (fax)
MCRUZ2@travelers.com

AUTO
PO BOX 650293
Dallas, TX 75265

November 28, 2010

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

Our Claim #: HEX0690
Named Insured: [REDACTED]
Company: Consumers County Mutual
Policy Number: [REDACTED]
Date of Loss: August 28, 2010

Related to DC 2907
(Alma)
D032855
Maggie


Dear Alma Taylor,

The insured [REDACTED] was involved in an accident that resulted from a faulty surge in acceleration while engaging the brakes of her vehicle, a 2010 Ford Fusion VIN 3FAHP0JA3AR [REDACTED]. The accident resulted in auto damage to her vehicle and property damage to an apartment building. In response to the letter dated August 31, 2010 you sent to our insured [REDACTED] in regards to her claim for product liability on her vehicle, I am requesting an inspection from Ford Motor Company of this vehicle to determine the cause of the loss referenced above. The vehicle has been repaired by the Ford dealership Bob Tomes in McKinney, TX. Please send me a letter requesting all necessary documentation and action needed at this time to set up an inspection by Ford Motor Company so we can resolve this matter.

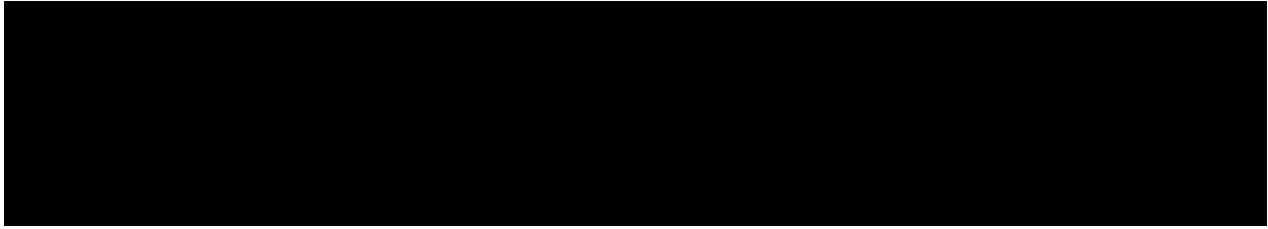
Please do not hesitate to contact me with any questions or comments.

Sincerely,

Consumers County Mutual Insurance Company


Michael Cruz
Claims Professional
[REDACTED]

TRF22458



BEGINNING OF CONTACT
08/17/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.06

REGION: S1 ATLANTA OGC ISSUE CASE NBR: 115830449
VIN: 1FMCU03G59K [REDACTED] ZONE: A03 OPENED: 2012/08/16
ENGINE: G VEH TYPE: T CLOSED: 2012/08/16

LAST NAME: [REDACTED] STATUS: CLOSED
TITLE: [REDACTED] FIRST NAME: [REDACTED] MI: A
ADDRESS: [REDACTED]
CITY: WARNER ROBINS STATE: GA ZIP: [REDACTED]
HOME PHONE: [REDACTED]
MODEL YEAR: 2009 MODEL: ESCAPE
MILEAGE: 80000
DEALER NAME: FIVE STAR FORD LINCO SALES CODE: F21500 P & A: 09809
REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY
SYMPTOMS: 624105ACCELERATOR PEDAL STICK/BIND ACCELERATION

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE
ACTION: T1120 - TIER ONE CLOSE ISSUE
DOCUMENT: ANALYST: DSPERLI2 SPERLING DIANA

DATE: 2012/08/16 TIME: 16.44.06 :
ACTION DATA/COMMENTS:

CUST:*****1FMCU03G59K [REDACTED] ---LTV 57--MILES--80000*****2009
ESCAPE****INVOLVED IN ACCIDENT---ACCELARTOR FLOORED
ITSELF-RAMMED A BUILDING WHILE PARKING THE VEHICLE***AS
REPEATEDLY STOMPING THE BRAKE IT DIDN'T STOP***TRIED TO GET
VEHICLE OUT OF PARK IT WOULDN'T***TOOK FOOT OF THE BRAKE
FINALLY AND WAS TOLD BY A STANDBYER TO SHUT THE VEHICLE
OFF***1. DATE OF THE ACCIDENT--AUG 10,20122. WHAT THE CUSTOMER
IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED
ACCIDENT--YES-ACCELRTOR3. IF THERE WERE ANY INJURIES
SUSTAINED--BRUISES-FOOT IS SORE4. LOCATION OF THE VEHICLE
WHEN THE ACCIDENT OCCURRED--AT CORNER OF LAKE JOY AND
RUSSELL PARKWAY5. WHETHER OR NOT THERE WAS A POLICE
REPORT FILED.--YES6. 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.--HOUSTON8.
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.--PENDING10. WHETHER OR NOT THE VEHICLE IS
REPAIRABLE.--RIGHT NOW YES11. NAME AND ADDRESS OF
CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY
HAVE SOUGHT ONE).--N/A12. WHAT THE CUSTOMER IS SEEKING
--FIXED THE DAMAGE CAUSED BY ACCIDENTDLR:***FIVE STAR FORD
LINCOLN 900 RUSSELL PARKWAYWARNER ROBINS GA 31088(478)
922-9131 CRC:***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 INFORMATON OF INCIDENT/ACCIDENT PER AAF."

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

AUG 17 2012

OFFICE OF THE
GENERAL COUNSEL

CONSUMER AFFAIRS

08/17/2012 FAXOGC1 CONFIDENTIAL



Office of the General Counsel

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

August 20, 2012

11-28-12

JE

[Redacted]

Warner Robins, GA [Redacted]

RE: 2009 Escape
VIN: 1FMCU03G59K [Redacted]

Dear [Redacted]:

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

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

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

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

- A copy of the police/fire report.
- A copy of the title and vehicle registration.
- Original photographs or laser copies of the vehicle, damaged area, and **alleged defective parts** from multiple angles; include your name and the last 6 digits of your VIN# on the back of each photograph.
- A copy of your expert's report and the expert's original photographs.
- Repair estimate, repair order, a total loss worksheet with copies of draft payments.
- Complete service history for vehicle including maintenance items.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.

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

Full Legal Name: [Redacted]
 Address: Orlando, FL [Redacted]
 Spouse's Name: NA
 DOB: [Redacted]

Full Legal Name: _____
 Address: _____
 Spouse's Name: _____
 DOB: _____

Soc Security: [redacted] Soc Security#: _____

Gender: female Gender: _____

Occupation: admin assistant Occupation: _____

Injury: laceration & contusion Injury: _____

Allstate sent her \$50.00
Health Insurance Provider: _____

Health Insurance Provider: _____

Is the injured party receiving Medicare benefits _____
If so, state the name of the person(s) _____

Is the injured party receiving Worker Compensation benefits _____
If so, state the name of the person(s) _____

Has the injured party received more than 24 months of social security disability benefits prior to the incident _____
If yes, state the name of the person(s) _____

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

1. What are you seeking from Ford Motor Company in this matter?
Damages from accident 8/10/12 caused by accelerator defect
2. What is the alleged defect? Accelerator causing accident
3. List all after market additions or modifications that were made to the vehicle:
No additions or modifications
4. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).
[redacted] Warner Robins, GA [redacted] (my home)
5. Has an insurance company been advised of this incident? Yes No
6. If yes, please provide name, address and phone number of insurance company and adjuster's
[redacted] Dallas Tx [redacted] Claims adjuster Shacola Santiel claim # [redacted]
7. Please provide the names and contact information of any witnesses to the incident.
[redacted] [redacted] [redacted] [redacted] [redacted] [redacted]

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


Once we are in receipt of all the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. **In most instances this review can be done in 90 days; if we are unable to complete the analysis within this time, we will contact you.**

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

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

Thank you for your prompt attention to this matter.

Sincerely,


Steve Bardell
Legal Analyst – OGC Product Claims

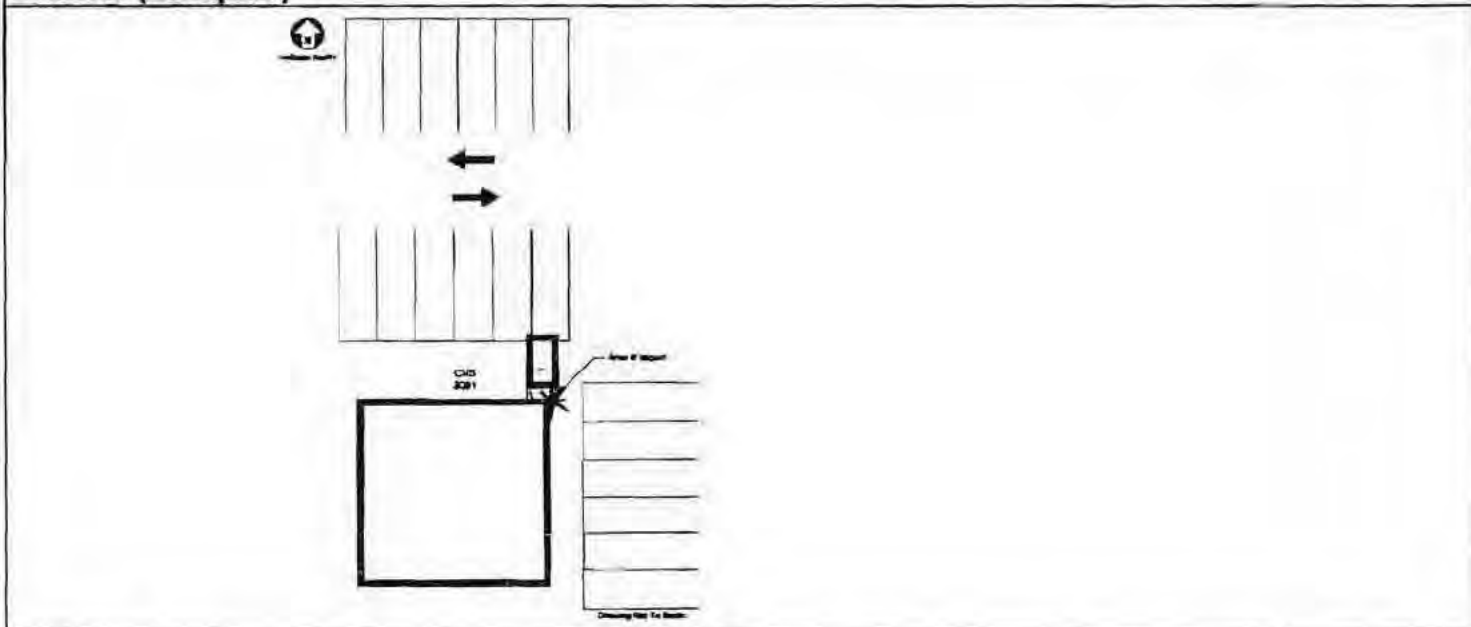
Georgia Uniform Motor Vehicle Private Property Accident Report

| | | | | | |
|--|--------------------|--|---|---------------------------------------|--------------------------------------|
| Case # 201211979 | | Accident Date 08/10/2012 | | Time Officer Notified 11:49 | |
| County HOUSTON | | City WARNER ROBINS | | Time Officer Arrived 12:09 | |
| Location of Accident 3001 RUSSELL PKWY | | | | | |
| VEHICLE #1 | | | | | |
| DRIVER INFORMATION | | | | | |
| Name [REDACTED] | | | Sex F | Race W | Date of Birth |
| Address [REDACTED] WARNER ROBINS, GA [REDACTED] | | | | Phone # [REDACTED] | |
| Driver's License # [REDACTED] | | | State GA | Class C | |
| VEHICLE INFORMATION | | | | | |
| License Plate # [REDACTED] | State GA | Plate Year 2010 | Make FORD | Model ESCAPE | Year 2009 |
| | | | | Color GRY | VIN 1FMCU03G59K [REDACTED] |
| Owner Name [REDACTED] | | Address [REDACTED] WARNER ROBINS, GA | | | Phone # [REDACTED] |
| Insurance Company ALLSTATE FIRE & CASUALTY INSUR | | | | Policy Number [REDACTED] | |
| Removed By KITCHENS TOWING | | | Vehicle Damage <input type="checkbox"/> None <input type="checkbox"/> Slight <input type="checkbox"/> Moderate <input checked="" type="checkbox"/> Extensive | | |
| VEHICLE # | | | | | |
| DRIVER INFORMATION | | | | | |
| Name | | | Sex | Race | Date of Birth |
| Address | | | | Phone # | |
| Driver's License # | | | State | Class | |
| VEHICLE INFORMATION | | | | | |
| License Plate # | State | Plate Year | Make | Model | Year |
| | | | | | Color |
| | | | | | VIN |
| Owner Name | | Address | | | Phone # |
| Insurance Company | | | | Policy Number | |
| Removed By | | | Vehicle Damage <input type="checkbox"/> None <input type="checkbox"/> Slight <input type="checkbox"/> Moderate <input type="checkbox"/> Extensive | | |
| OTHER PROPERTY DAMAGE | | | | | |
| DOORS AND WALL - CVS, | | | | | |
| INJURIES | | | | | |
| Vehicle # | Name | Age | Sex | | |
| 1 | [REDACTED] | [REDACTED] | F | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Officer GARCIA, J. J. | | Badge # 358 | Supervisor WILCOX, E. T. | | |
| Agency WARNER ROBINS POLICE DEPARTMENT | | | | | |

WITNESSES

| Name | Address | Phone # |
|------------|--|------------|
| [REDACTED] | [REDACTED], WARNER ROBINS, GA [REDACTED] | [REDACTED] |
| | | |
| | | |
| | | |
| | | |

DIAGRAM (not required)



REMARKS

As stated by driver 1 and a witness on scene. Driver, [REDACTED], advised that she was parked in the parking lot area, and moved to a parking space in front of the main entrance of CVS pharmacy. She stated that when she pulled up to the parking space, her vehicle accelerated, causing it to climb onto the sidewalk and making impact with the front entrance of the store. She advised that she was able to place the shifter in park but the vehicle continued in motion, against the building. There was substantial damage caused to the structure, left brick wall of the entrance. Passenger, Adrianna Moore advised the vehicle accelerated on its own as [REDACTED] was braking, attempting to stop the vehicle from striking the building entrance.

I made contact with a witness, Joseph Stencil. He stated that he was working at the counter, when he heard the tires of a vehicle squeal and witnessed a silver Escape make impact with the entrance of the store. He advised that he went up to the vehicle as it was still running. He stated that he observed the shifter in park. He advised he told the driver of the vehicle to turn the vehicle off in order to stop the vehicle. There was significant damage caused to the vehicle also.

[REDACTED] had a small abrasion on her right leg. No other injuries were reported on scene.

I provided a case number to the driver and manager of CVS for insurance purposes.

****END****



FIVE STAR FORD LINCOLN MERCURY

900 RUSSELL PKWY • WARNER ROBINS, GA 31088 • (478) 922-9131

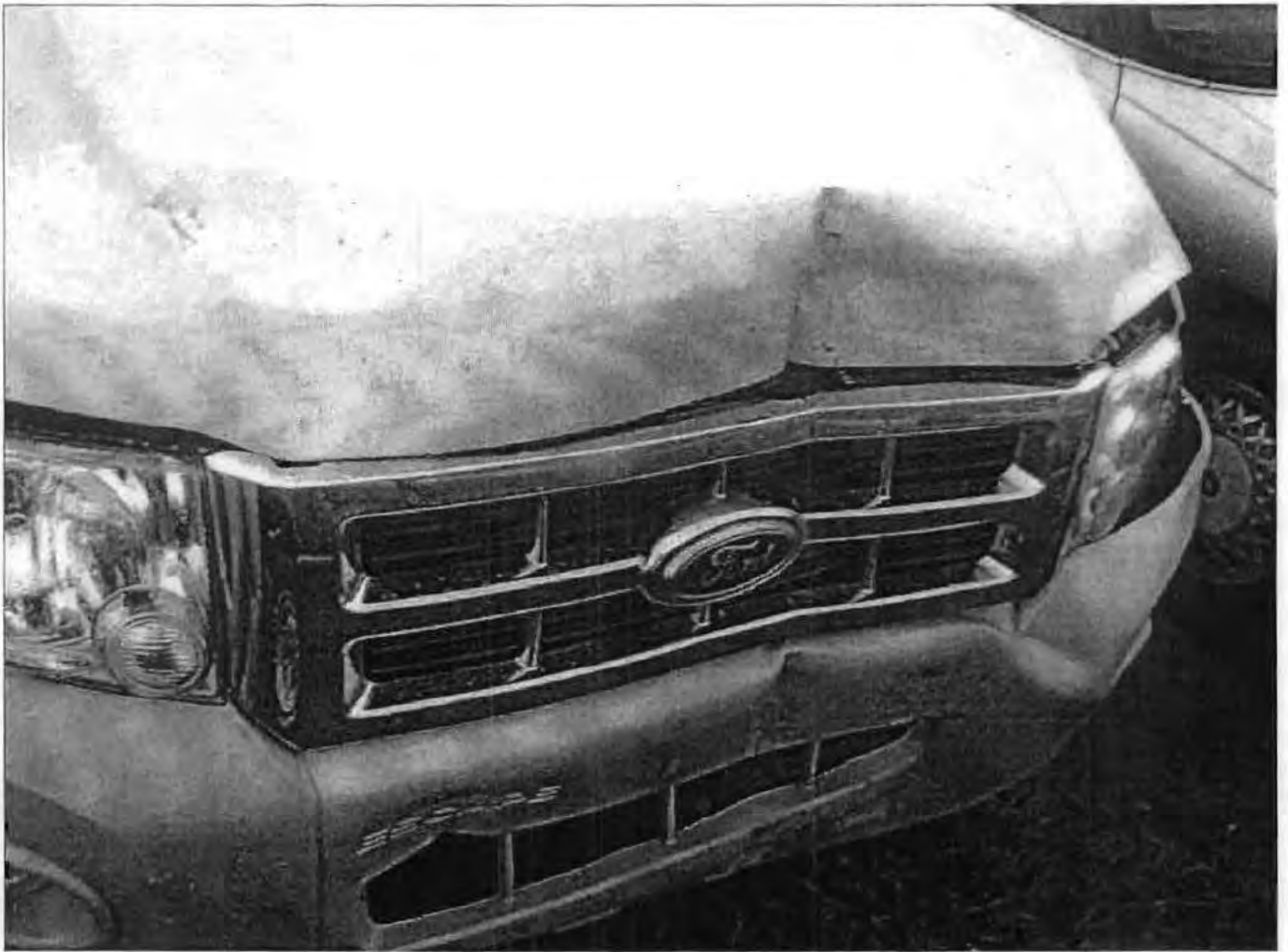
DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer, which is a limited warranty, 12 months or 12,000 miles whichever occurs first. The seller, FIVE STAR FORD LINCOLN MERCURY, hereby expressly disclaims all warranties, either express or implied, including warranty of merchantability or fitness for a particular purpose, and FIVE STAR FORD LINCOLN MERCURY neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Purchaser 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. DEALER 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. Please remove any item you deem necessary.

| | | | | | |
|---|---|--------------------------|---|--------------------------------|------------------|
| Buyer: CHRISTOPHER MIAM GRIFFIN | Tag: 9461 | License: [REDACTED] | VIN: 1FMCU03G5 9K [REDACTED] | Page: 1 | Invoice: I 63552 |
| Invoice to: [REDACTED] WARNER ROBINS, GA | | | Driver/owner information: [REDACTED] WARNER ROBINS, GA Home: [REDACTED] | | |
| For Office Use | | | Vehicle information | | |
| Invoice In: 69855 | Out: 69855 | Dist: FLHINT Q 1 | Urelim | 09 FORD ESCAPE XLT FWD 4DR SUV | |
| | | | Stock#: | 11111111 | |
| In: 09/11/10 | Date: 09/12/10 | Invoiced: 09/12/10 16:16 | ER | | |
| Customer Concern | | | | | |
| Concern #01 | ACCELERATOR STICKING ON MONITOR ROAD TEST OF 32 MILES, NO SYMPTOM AND NO P.I.D.S. MET OF ACCEPTABLE LIMITS DESERVED. NO BRIBBLE SOUND AT THIS TIME. <i>PCV line was disconnected on initial inspection; plugged line back in when</i> | | | Operation | Tech |
| Summary of Charges for Invoice 163552 <i>new valve cause installed</i> | | | Payment Distribution for Invoice 163552 <i>Tommy Christian</i> | | |
| EPA COMPLIANCE CHG | 6.08 | TOTAL CHARGE | | 124.08 | |
| LAB-MECHANICAL | 118.00 | INTERNAL | | 124.08 | |
| TOTAL CHARGE | 124.08 | | | | |
| Attachments the following invoices also exist: CEL - COST EAST L | | | | | |
| If you have any questions - please see CHRISTOPHER MIAM GRIFFIN | | | | | |

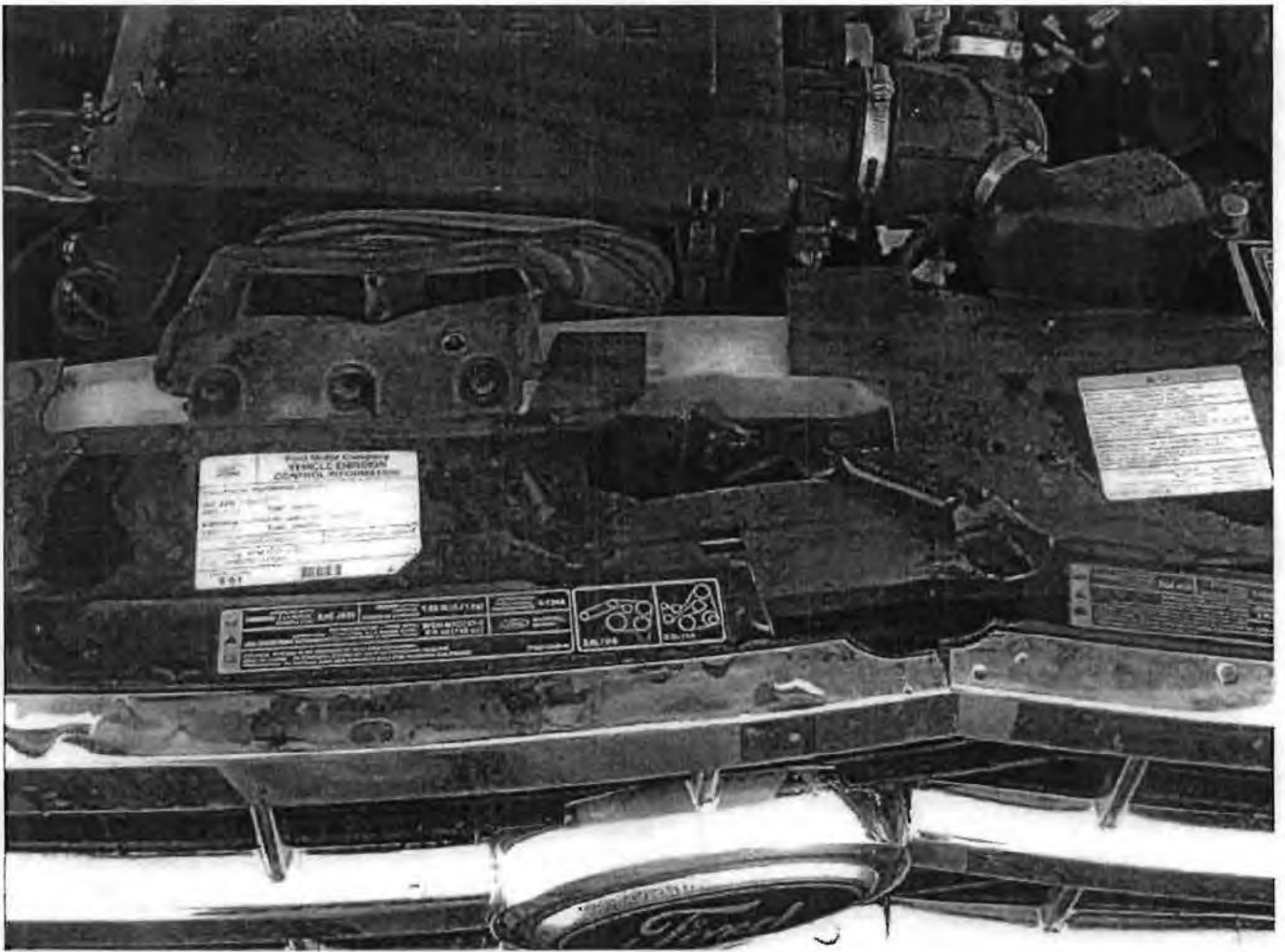
I hereby authorize the repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. I have read and understand Disclaimer of Warranties. A \$10.00 per day storage fee will be charged on vehicles not picked up within ten days of completion. After 30 days, vehicle will be impounded.

SIGNATURE X



[REDACTED]

11/20/2012

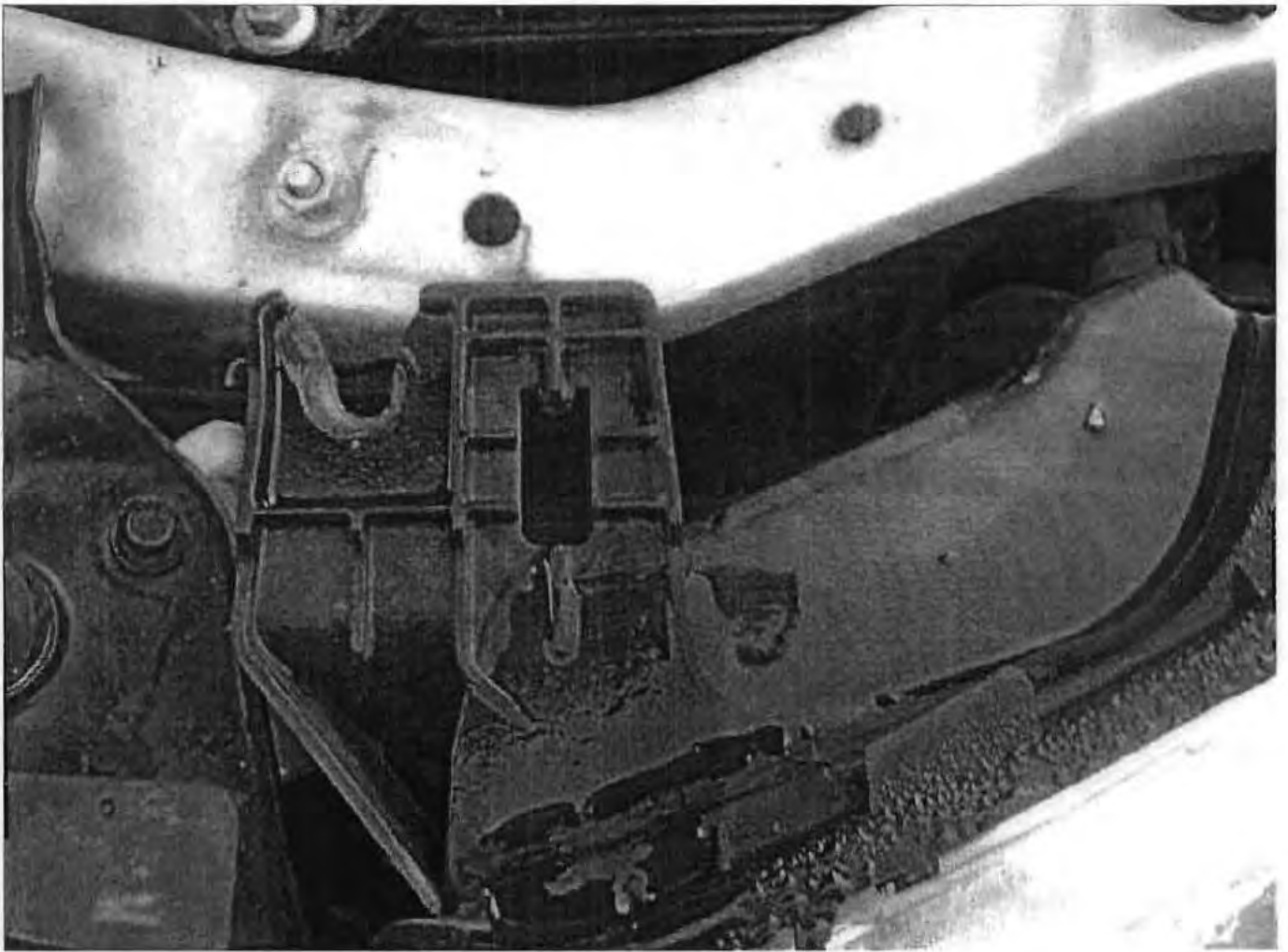


11/20/2012



[REDACTED]

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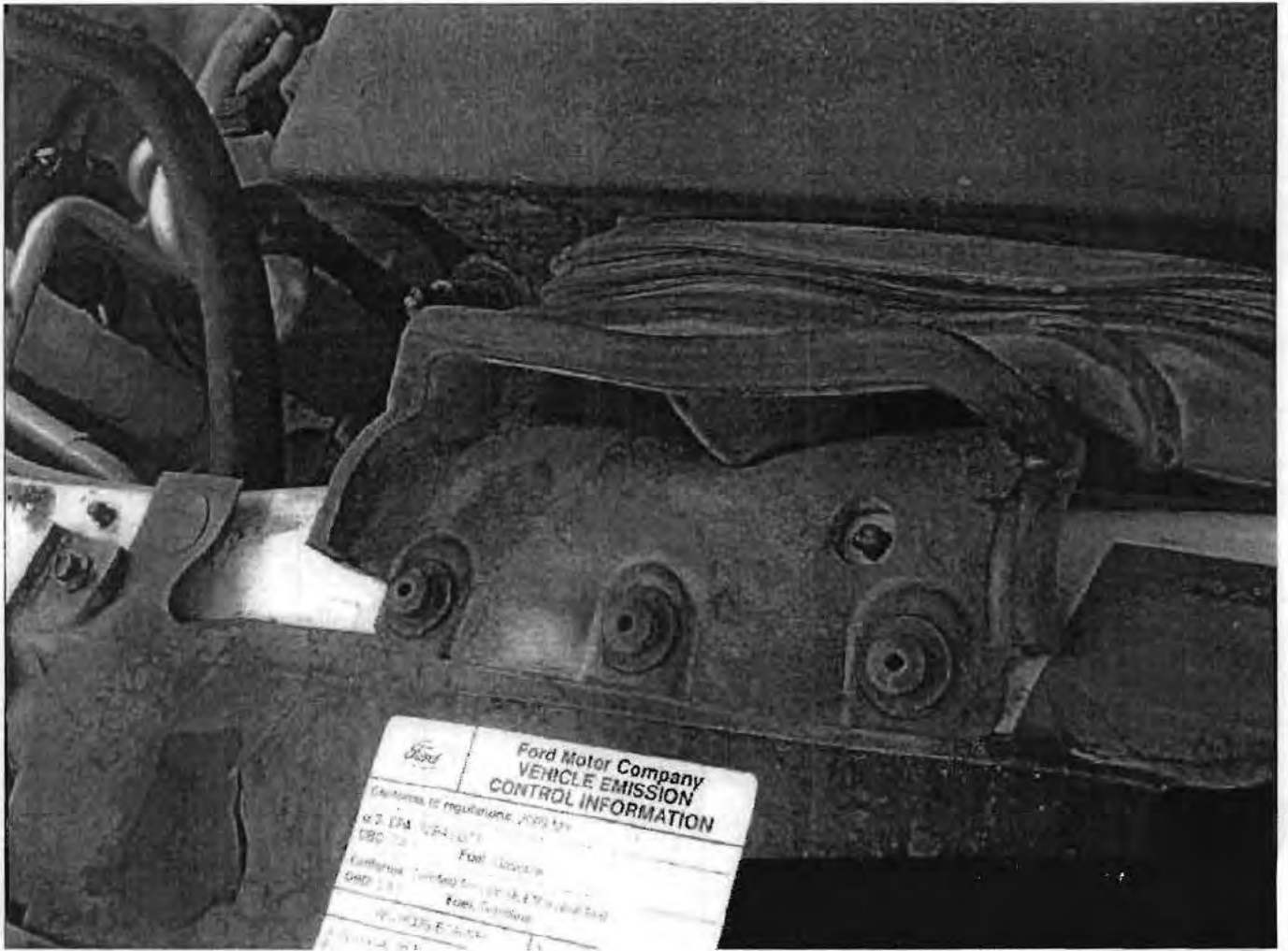


[REDACTED] 11/20/2012

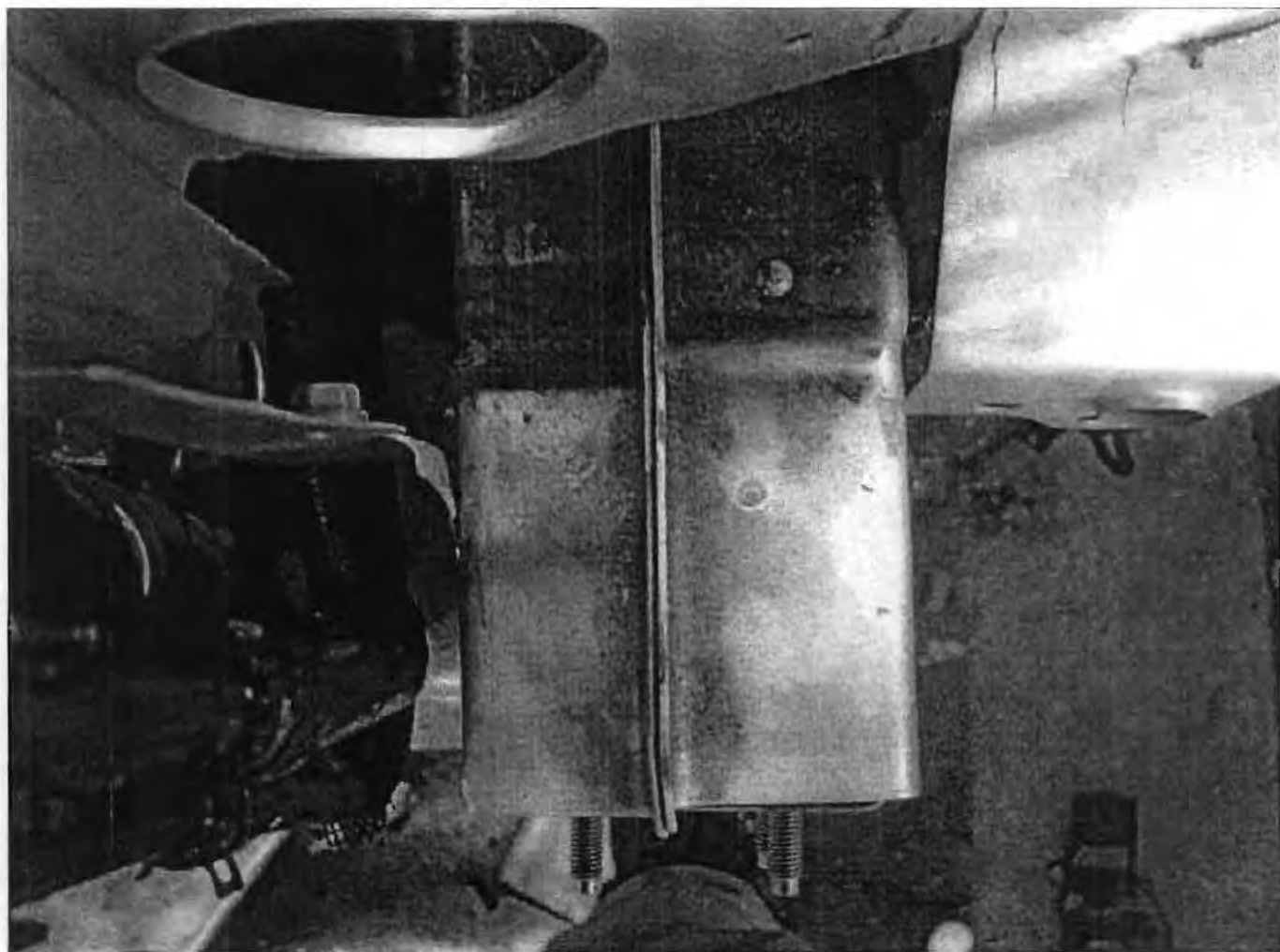


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11/20/2012



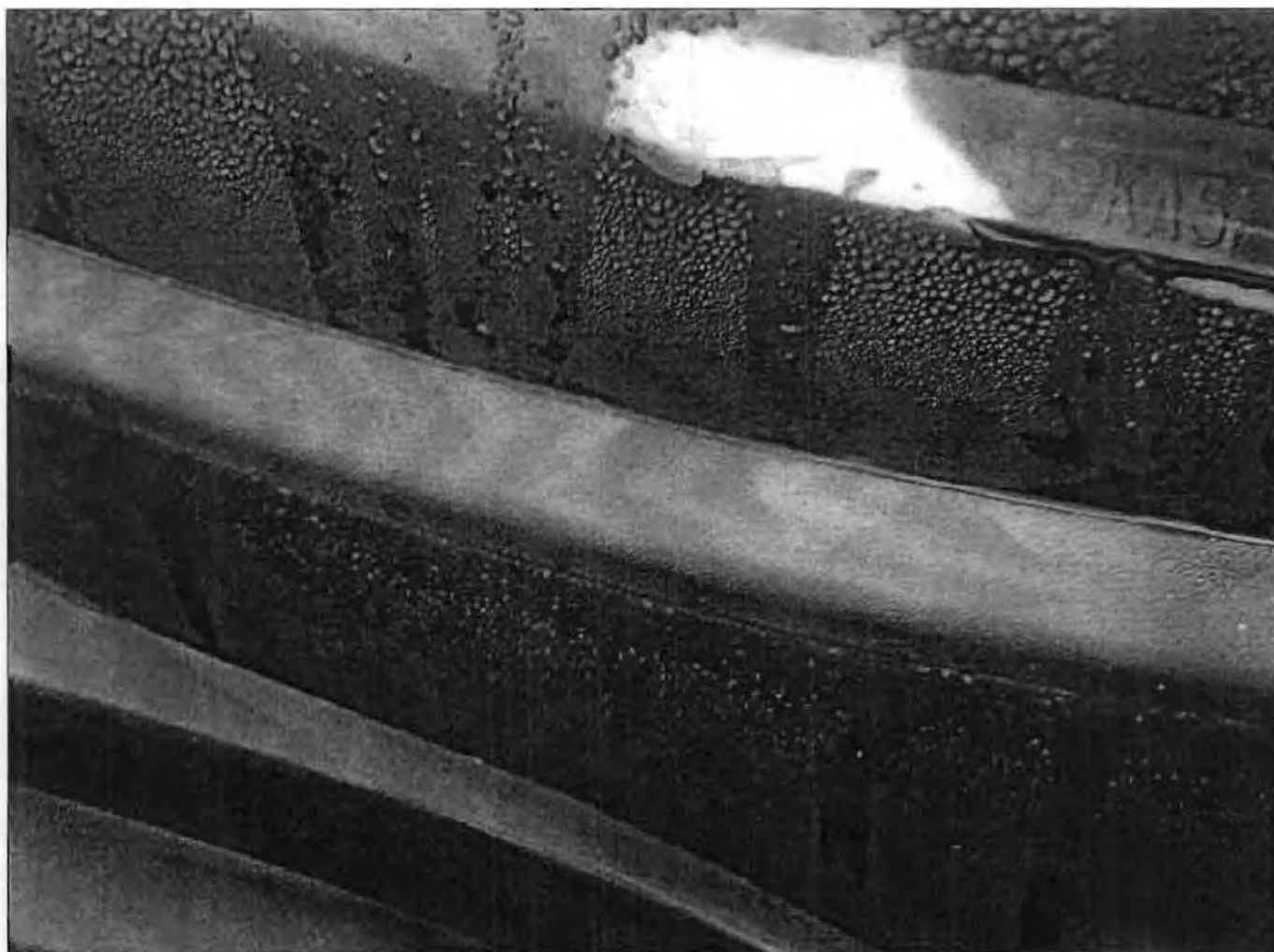
11/20/2012



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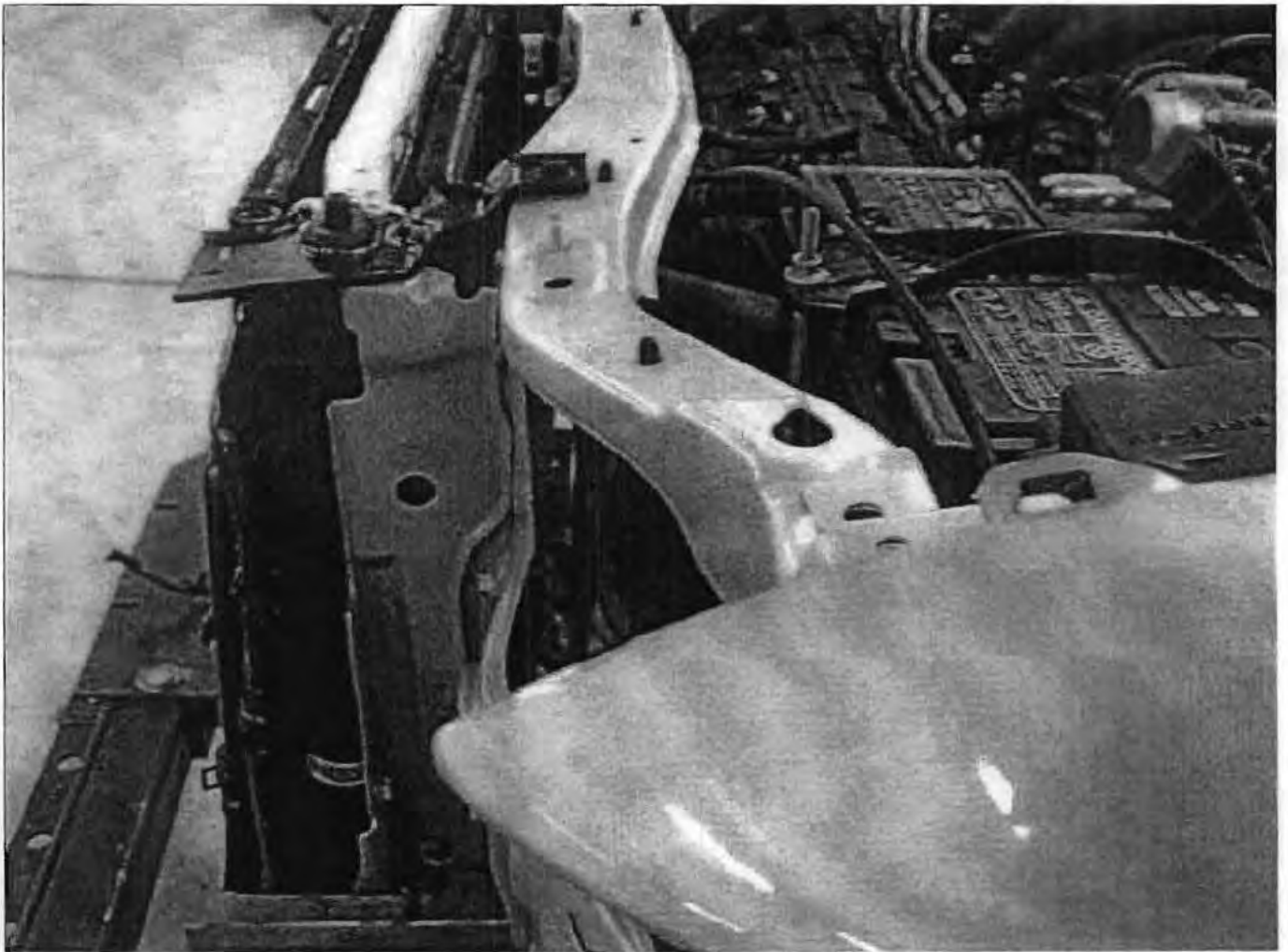


11/20/2012

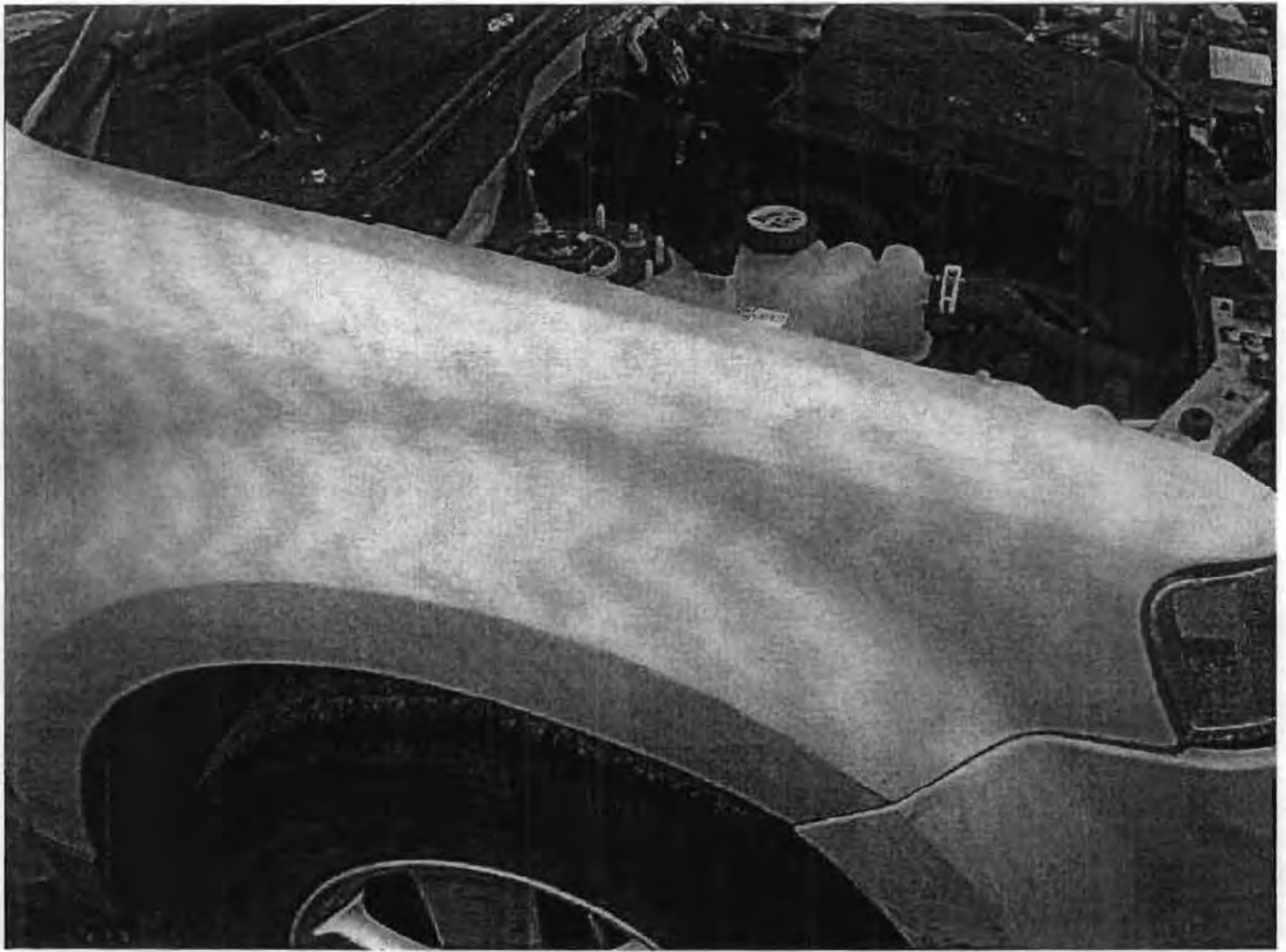


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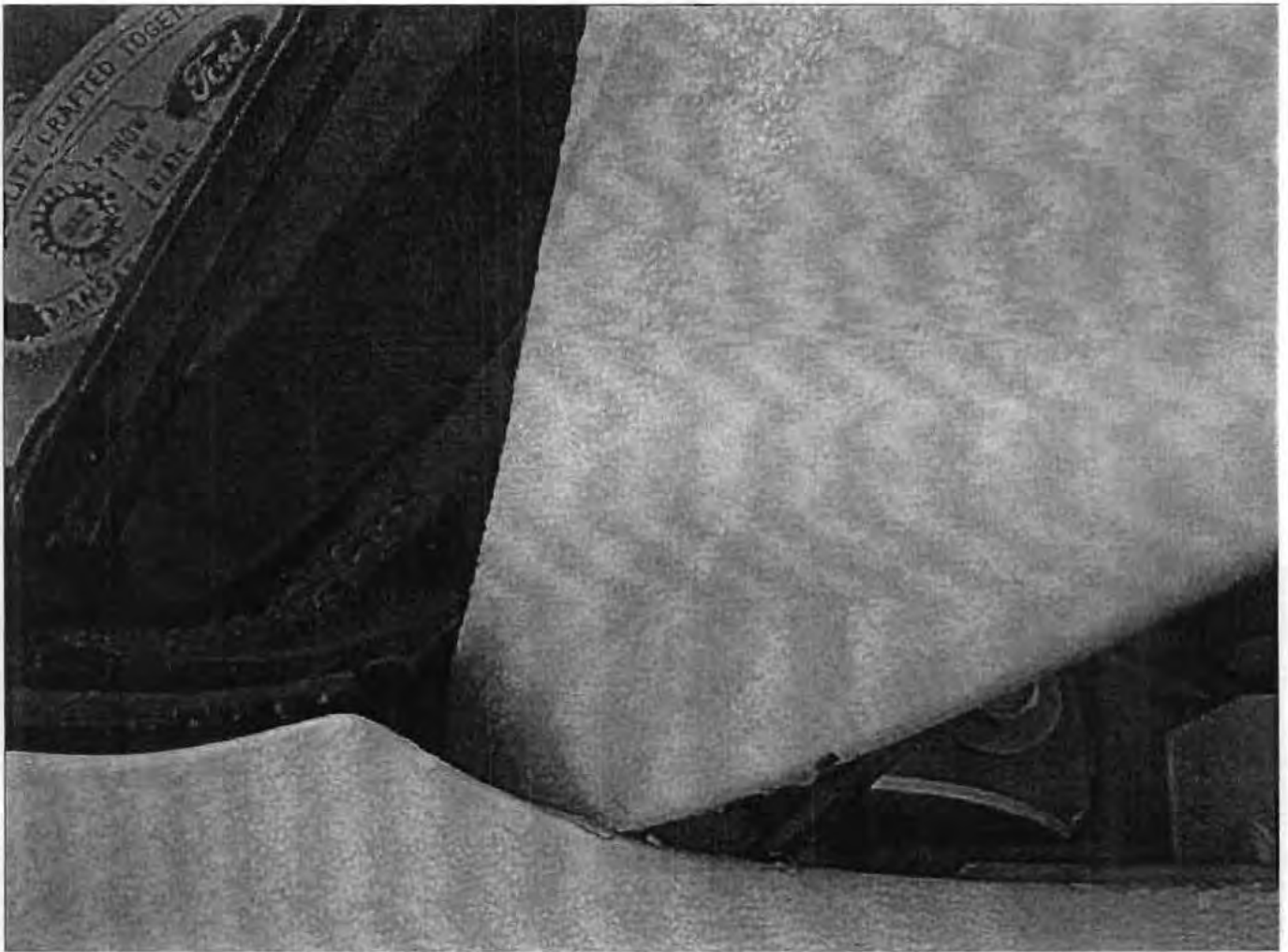
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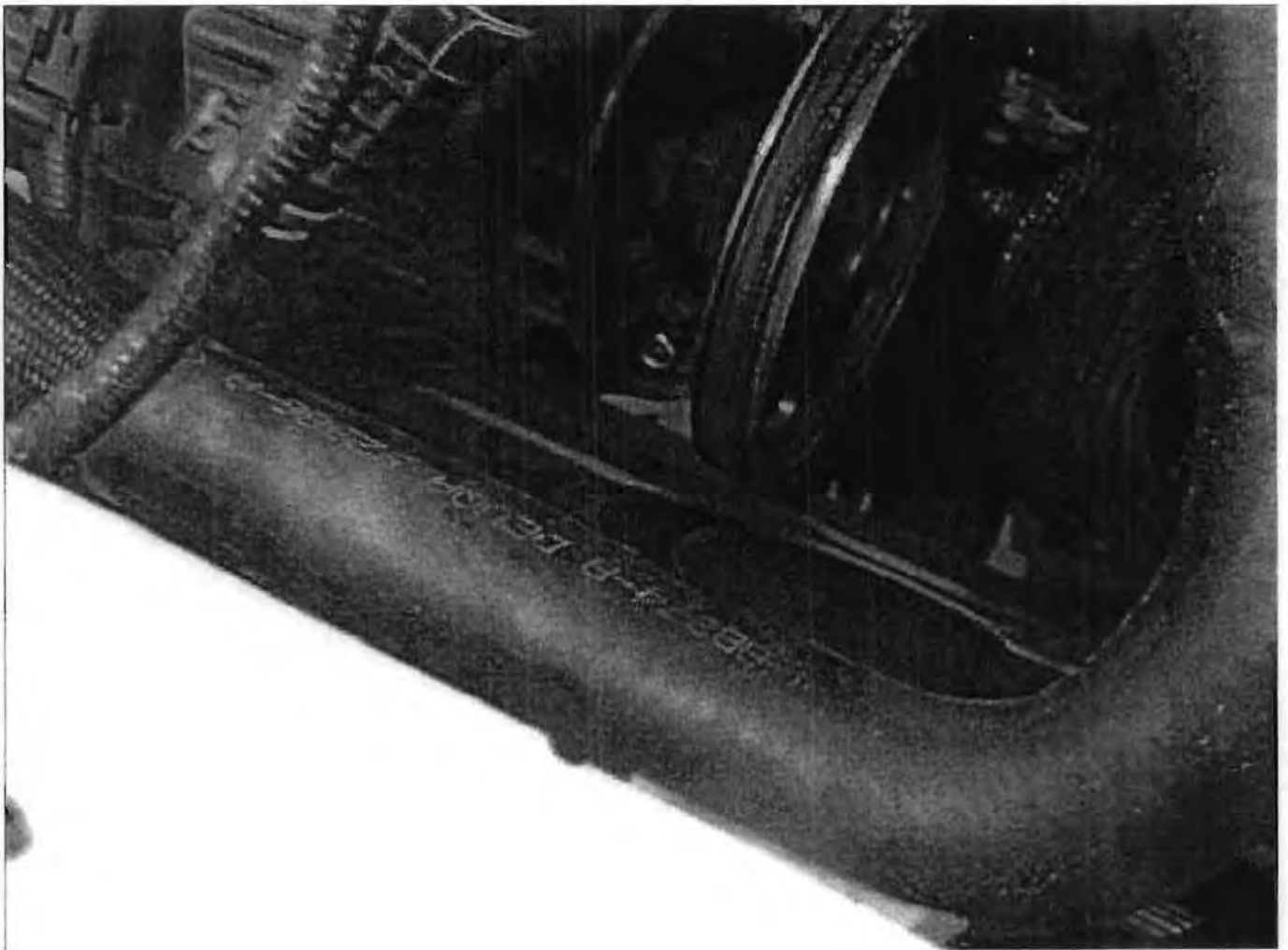
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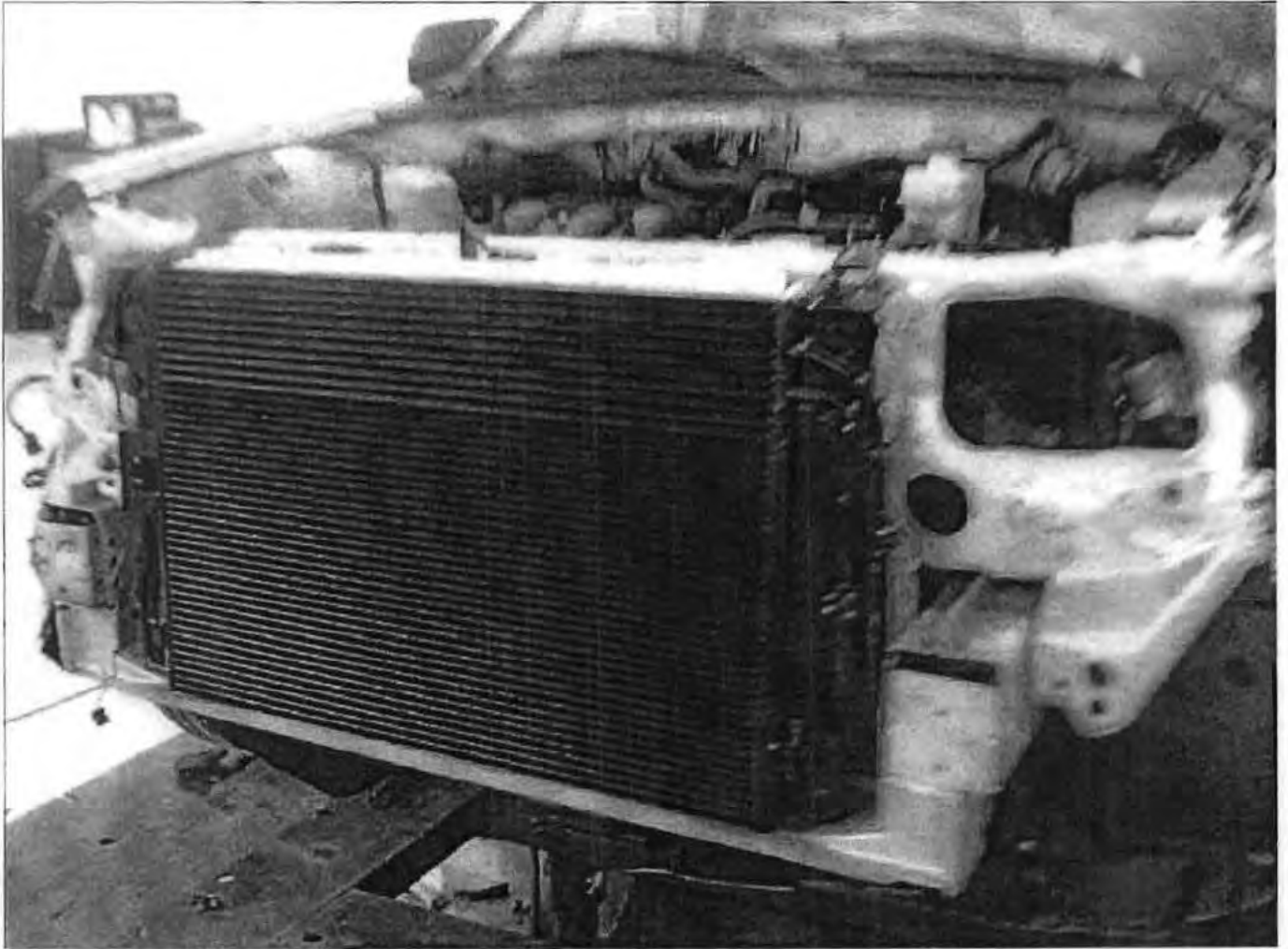
11/20/2012



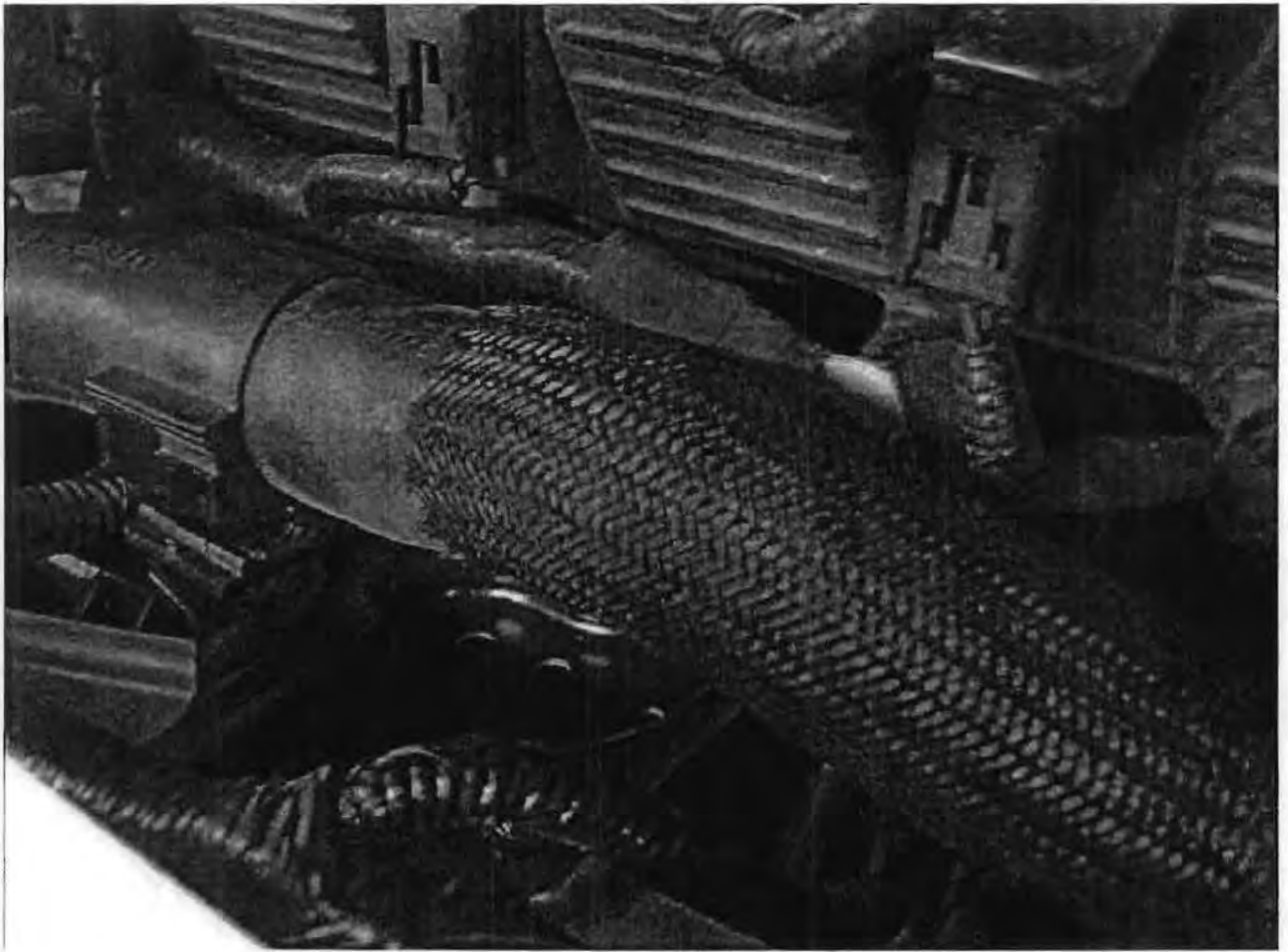
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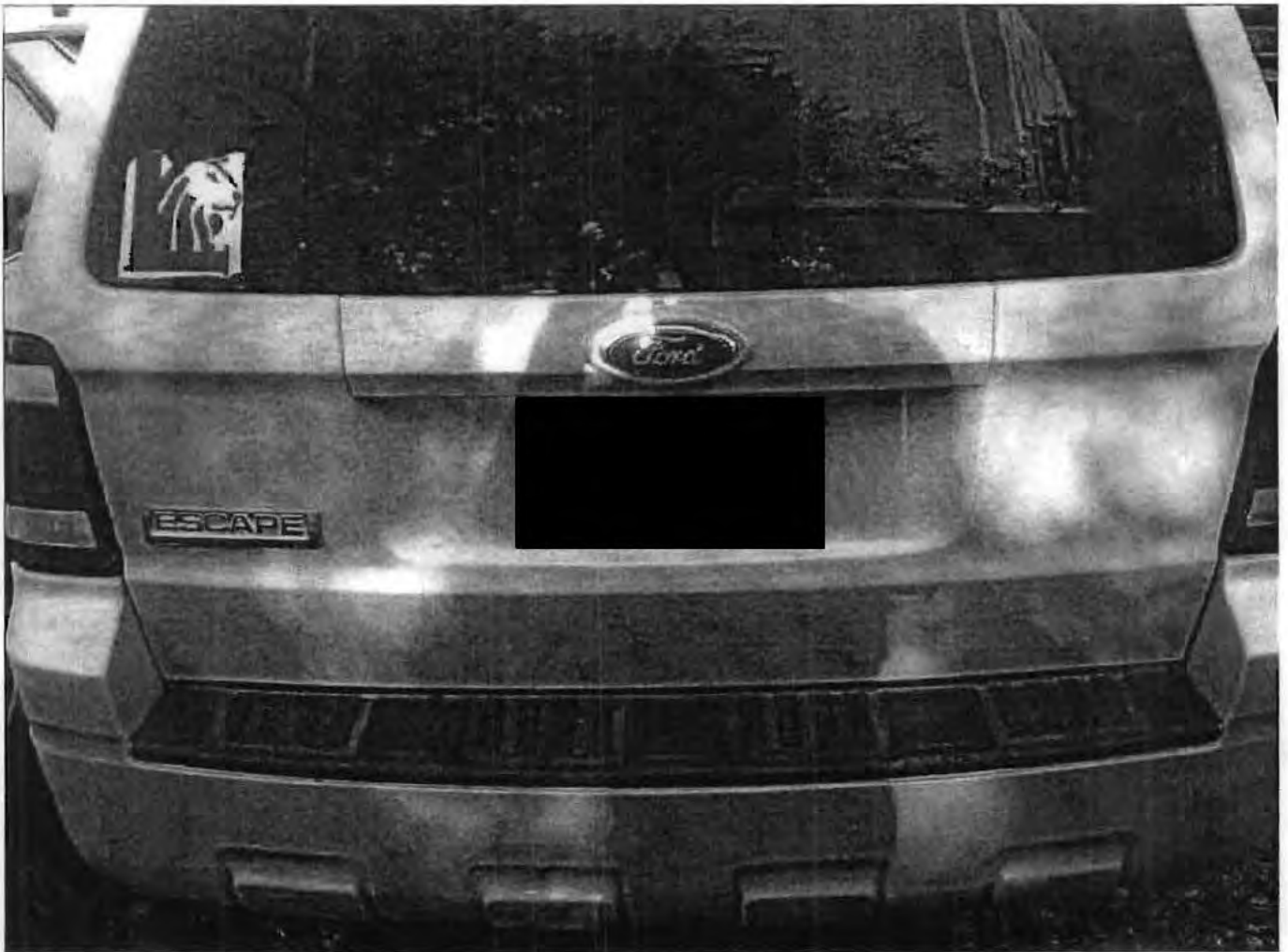
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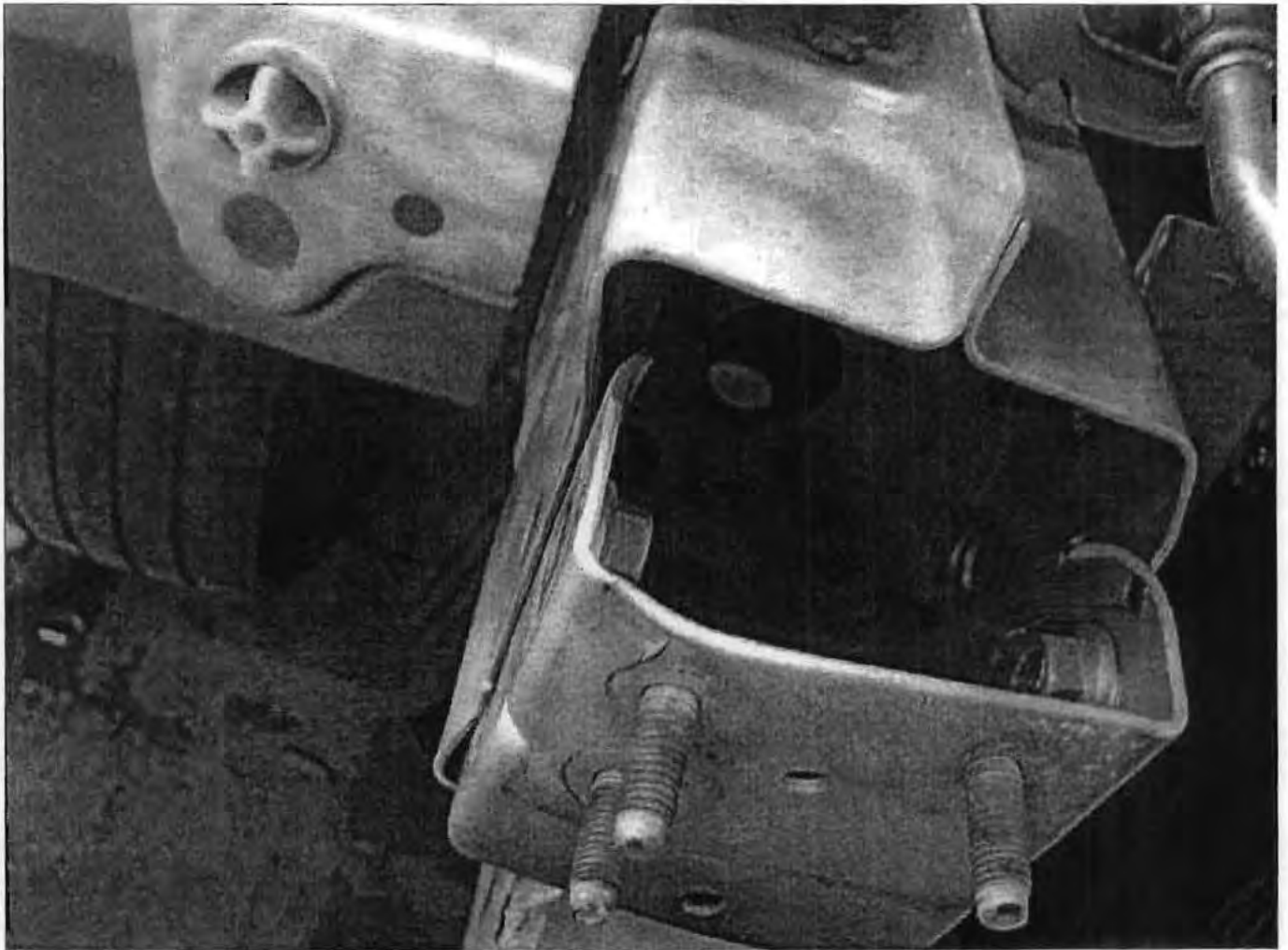
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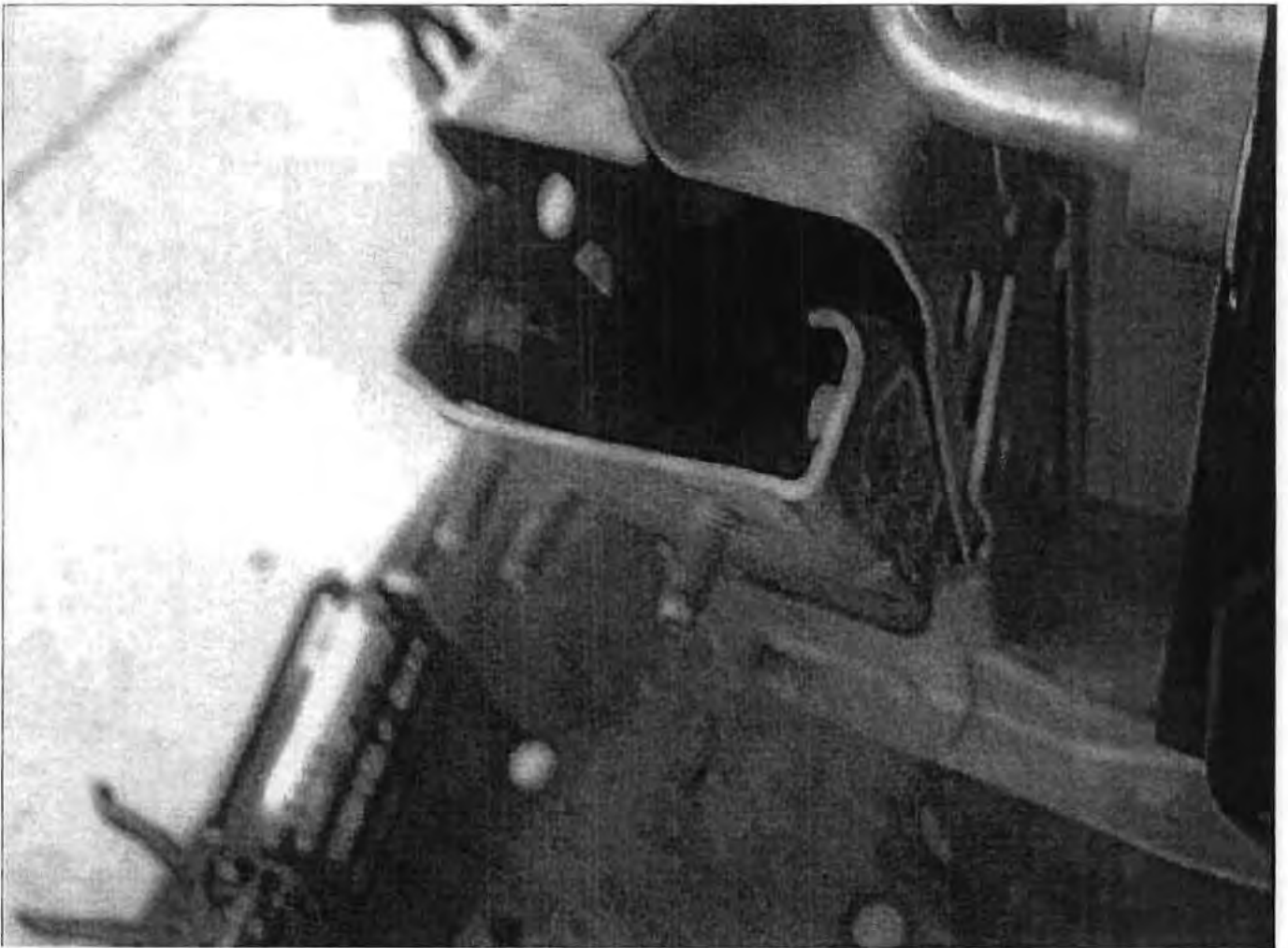
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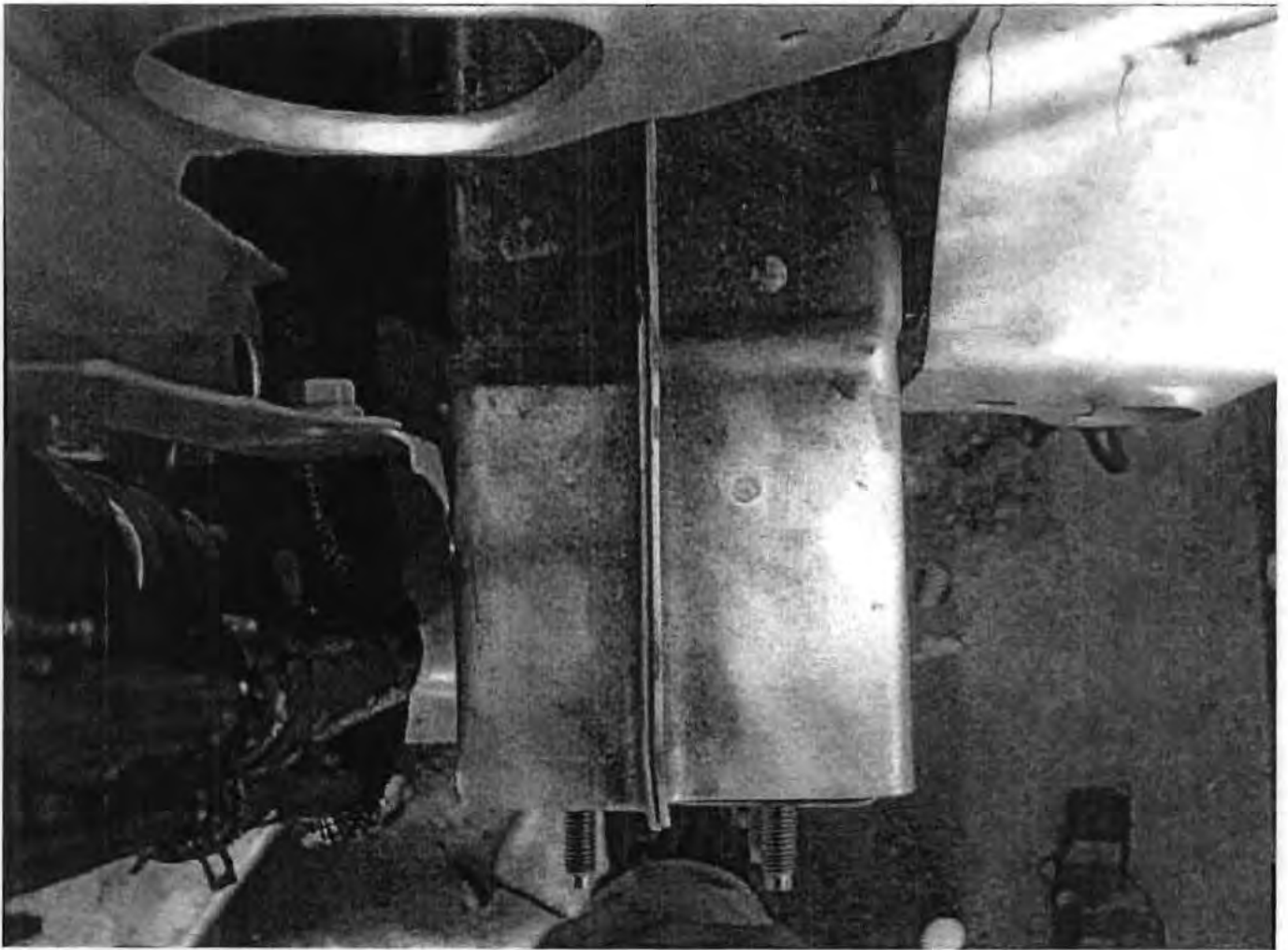
11/20/2012



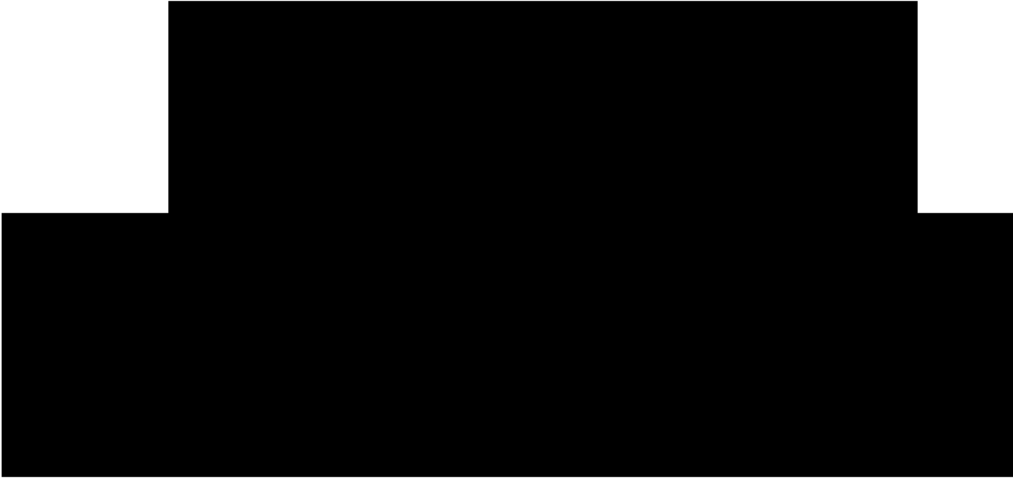
11/20/2012



11/20/2012



11/20/2012



**Service of Process
Transmittal**

11/24/2010
CT Log Number 517658668

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

RE: Process Served in Delaware

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] and [REDACTED] Pltfs. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED: Summons, Information Statement, Complaint, Exhibit(s)
COURT/AGENCY: Kent County Superior Court, DE
Case # K10C-11-034 0065 RBY
NATURE OF ACTION: Product Liability Litigation - Lemon Law - Defendant failed to repair the 2010 Ford Fusion, Vin #3FAHP0HGAR [REDACTED]
ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, Wilmington, DE
DATE AND HOUR OF SERVICE: By Process Server on 11/24/2010 at 09:30
APPEARANCE OR ANSWER DUE: Within 20 days after service, exclusive of the day of service
ATTORNEY(S) / SENDER(S): W. Christopher Componova
Kimmel & Silverman, P.C.
[REDACTED]
REMARKS: Document were changed to indicate the intended entity
ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794159341131
Image SOP
Email Notification, Chrs Dzbanski CDZBANSK@FORD.COM
SIGNED: The Corporation Trust Company
PER: Scott LaScala
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

EFiled: Nov 3 2010 8:35AM
Transaction ID 34152462
Case No. K10C-11-008 RBY



Plaintiffs,

v.

FORD MOTOR COMPANY

Defendant

C.A. NO.:

12 PERSON JURY DEMANDED

SUMMONS

THE STATE OF DELAWARE,
TO THE SHERIFF OF NEW CASTLE COUNTY,
YOU ARE COMMANDED:

To summon the above named defendant so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon W. Christopher Componovo, plaintiff's attorney whose address is 501 Silverside Rd., Suite 118, Wilmington, DE 19809, an Answer to the Complaint.

To serve upon defendant a copy hereof and of the Complaint.

11-12-10

LISA ROBINSON
Prothonotary



Per Deputy

TO THE ABOVE NAMED DEFENDANT:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an Answer to the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

LISA ROBINSON
Prothonotary

Lisa Robinson

Per Deputy

CIVIL CASE INFORMATION STATEMENT (CIS)



COUNTY: N K (X) S

CIVIL ACTION NUMBER: _____

| | |
|---------------------------|--|
| Caption: | Civil Case Code: CLFM |
| [REDACTED] | Civil Case Type: Lemon Law / Breach of Warranty |
| v. | (SEE REVERSE SIDE FOR CODE AND TYPE) |
| FORD MOTOR COMPANY | |
| | Document Type: COMPLAINT (e.g., COMPLAINT; ANSWER WITH COUNTERCLAIM) |
| | |
| | JURY DEMAND: (X) YES NO |

| | |
|--|---|
| ATTORNEY NAME(S): W. Christopher Componovo | IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS: |
| ATTORNEY ID (s): 3234 | |
| FIRM NAME: KIMMEL & SILVERMAN, P.C. | EXPLAIN THE RELATIONSHIP(S): |
| ADDRESS: [REDACTED] WILMINGTON, DE [REDACTED] | |
| TELEPHONE NUMBER: ([REDACTED]) | OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT: |
| FAX NUMBER: [REDACTED] | |
| E-MAIL ADDRESS: [REDACTED] | |
| | (IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE) |
| THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN | |

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

EFiled: Nov 3 2010 8:35AM
Transaction ID 34152462
Case No. K10C-11-006 RBY



[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY

Defendant

C. A. NO. :

12 PERSON JURY DEMANDED

COMPLAINT

1. Plaintiffs, [REDACTED] are residents of the State of Delaware, residing at [REDACTED] Clayton, DE [REDACTED]

2. Defendant, Ford Motor Company, is a Delaware corporation and can be served via its registered agent, The Corporation Trust Company, located at the Corporation Trust Center, [REDACTED] Wilmington, DE [REDACTED]

BACKGROUND

3. On or about November 21, 2009, Plaintiffs purchased a new 2010 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHP0HG6AR [REDACTED]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$28,204.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A"

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before October 20, 2009, when the vehicle odometer showed 959 miles. On that date, repair attempts were made to fix the "Check Engine Light On." A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before February 08, 2010, when the vehicle odometer showed 5,776 miles. On that date, repair attempts were made to fix the "vehicle was at 55 MPH and RPMS were at 4500 and vehicle would Not Shift Into Gear Manually or Automatically." A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before May 03, 2010, when the vehicle odometer showed 9,917 miles. On that date, repair attempts were made to fix the "Wrench Light On." A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before May 18, 2010, when the vehicle odometer showed 10,801 miles. On that date, repair attempts were made to fix the "Vehicle Banged Into Low Gear While Driving." A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The fifth documented warranty repair attempt is believed to have occurred on or before June 22, 2010, when the vehicle odometer showed 12,305 miles. On that date, repair attempts were made to fix the "Interm Engine Idle will Race to 3700 RPMs." A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

15. The sixth documented warranty repair attempt is believed to have occurred on or before July 20, 2010, when the vehicle odometer showed 12,309 miles. On that date, repair attempts were made to fix the "Interm Engine Idle will Race to 3700 RPMs." A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "G".

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

COUNT I
DELAWARE AUTOMOBILE WARRANTY ACT

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

18. Plaintiffs are "Consumers" as defined by the Delaware Automobile Warranty Act (hereinafter "Lemon Law"), 6 Del. C. §5001(3).

19. Defendant is a "Manufacturer" as defined by the Delaware Lemon Law, 6 Del. C. §5001(3).

20. Winner Ford, is and/or was at the time of sale a "Dealer" engaged in the business of buying, selling, and/or exchanging automobiles as defined by the Delaware Lemon Law, 6 Del. C. §5001(2).

21. On or about November 21, 2009, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities which substantially impair the use, value and/or safety of the vehicle.

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

23. The Delaware Lemon Law, 6 Del. C. §5002 provides:

If a new automobile does not conform to the manufacturer's express warranty, and the consumer reports the nonconformity to the manufacturer or its agent or dealer during the term of the warranty or during the period of 1 year following the date of original delivery of an automobile to the consumer, whichever is earlier, the manufacturer shall make, or arrange with its dealer or agent to make, within a reasonable period of time, all repairs necessary to conform the new automobile to the warranty, notwithstanding that the repairs or corrections are made after the expiration of the term of the warranty or the 1-year period.

24. Section 5003 of the Delaware Lemon Law provides:

- a. If the manufacturer, its agent, or its authorized dealer does not conform the automobile to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer shall either replace the automobile with a comparable new automobile acceptable to the consumer or repurchase the automobile from the consumer and refund the consumer the full price, including all credits and allowances for any trade-in vehicle; provided, however, that the consumer shall have the unqualified right to decline a replacement automobile and to demand instead a repurchase.
- b. In instances in which an automobile is replaced by a manufacturer under this section, said manufacturer shall accept return of the automobile and reimburse the consumer for any incidental costs, including dealer preparation fees, fees for transfer of registration, sales taxes or other charges or fees incurred by the consumer as a result of such replacement. In instances in which an automobile which was financed by the manufacturer or its subsidiary or agent is replaced under this section, said manufacturer, subsidiary or agent shall not require the consumer to enter into any refinancing agreement for a replacement automobile which would create any financial obligations beyond those created by the originally financing agreement.
- c. In instances in which a refund is tendered under this section, the manufacturer shall accept return of the automobile from the consumer and shall reimburse the consumer for related purchase costs, including sales taxes, registration fees and dealer preparation fees, less:
 - (1) A reasonable allowance for the consumer's use of the automobile, not to exceed the full purchase price of the automobile multiplied by a fraction which consists of the number of miles driven before the consumer first reported the nonconformity to the manufacturer, its agent or dealer divided by 100,000 miles; and
 - (2) A reasonable allowance for damage not attributable to normal wear and tear, but not to include damage resulting from a nonconformity.
- d. Refunds shall be made to the consumer, and lienholder, if any, as their interest may appear.
- e. No authorized dealer shall be held liable by the manufacturer for any refunds or automobile replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturer's instructions. (64 Del. Laws, c. 173 § 1; 66 Del. Laws, c. 36, §3).

25. The Delaware Lemon Law, 6 Del. C. §5004 provides:

§5004. PRESUMPTIONS

- a. It shall be presumed that a reasonable number of attempts have been undertaken to conform a new automobile to the manufacturer's express warranty if, within the warranty term or during the period of 1 year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
- (1) Substantially the same nonconformity has been subject to repair or correction 4 or more times by the manufacturer, its agents or its dealers and the nonconformity continues to exist; or
 - (2) The automobile is out of service by reason of repair or correction of a nonconformity by the manufacturer, its agents or its dealers for a cumulative total of more than 30 calendar days since the original delivery of the motor vehicle to the consumer. This 30-day limit shall commence with the first day on which the consumer presents the automobile to the manufacturer, its agent or dealer for service of the nonconformity and a written document describing the nonconformity is prepared by the manufacturer, its agent or dealer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer, its agents or its dealers, including war, invasion, strike, fire, flood or other natural disaster.
- b. The presumption provided in this section shall not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to repair or correct the nonconformity; provided, however, that if the manufacturer does not directly attempt or arrange with its dealer or agent to repair or correct the nonconformity, the manufacturer may not defend a claim by a consumer under this chapter on the ground that the agent or dealer failed to properly repair or correct the nonconformity or that repairs or corrections made by the agent or dealer caused or contributed to the nonconformity. (64 Del. Laws, c. 173, §1; 66 Del. Laws, c. 36, §4.)

26. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same nonconformity, and the nonconformity remained uncorrected.

27. 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.

28. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions.

29. After a reasonable number of attempts, the manufacturer was unable to repair the nonconformities.

30. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of the Delaware Automobile Lemon Law.

31. Plaintiffs have (1) given notice to the manufacturer and (2) provided an opportunity for final repair.

32. Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney's fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

39. 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.

40. 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.

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

42. 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.

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

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

45. 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.

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

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

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

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

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

COUNT III
DELAWARE CONSUMER FRAUD ACT

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

51. Plaintiffs are "Persons" as defined by 6 Del. C. §2511(5).

52. Defendant is a "Person" as defined by 6 Del. C. §2511(5).

53. Section 5009 of the Delaware Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Delaware Consumer Fraud Act, 6 Del. C. §2511 *et seq.*

54. In addition, the Consumer Fraud Act defines an "unlawful practice" as:

[t]he act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby...

55. Plaintiffs aver Defendant has violated this provision, as well as others of 6 Del. C. §2511 *et seq.*

56. Defendant's failure to comply with the warranties provided to the Plaintiffs falls within the aforementioned definition of an "unlawful practice".

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

KIMMEL & SILVERMAN, P.C.

/s/ W. Christopher Componovo (ID No: 3234)

W. CHRISTOPHER COMPONOVO, ESQ.

Attorney for Plaintiffs

Silverside Executive Center

Date: November 3, 2010



WINNER DOVER AUTOCENTER

FORD • HYUNDAI • MITSUBISHI • KIA
591 S. DUPONT HIGHWAY
DOVER, DELAWARE 19901
302/734-0444

EFiled: Nov 3 2010 8:35AM
Transaction ID 34152462
Case No. K10C-11-006 RBY



INSURANCE # 20000857
DCAL NUMBER 27304

DATE 10/07/2009 SALESPERSON LEROY H DENNISON # 1317

| | | | |
|---|--|--|---|
| PURCHASER MR. MRS. MS. [REDACTED] | | Home ([REDACTED]) Business ([REDACTED]) | |
| TONY CLAYTON DE [REDACTED] ZIP [REDACTED] | | SSN [REDACTED] DE Lic. # [REDACTED] DOB [REDACTED] | |
| PLEASE ENTER MY ORDER FOR YEAR 2010 FORD FUSION TYPE [REDACTED] CAR <input checked="" type="checkbox"/> TRACK <input type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED <input type="checkbox"/> | | AN ODOMETER MILEAGE STATEMENT IS REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT AND IS MADE A PART OF THIS ORDER FORM. | |
| STOCK NO. AR192063 | SETUP 3FAHPONG6AR [REDACTED] | MILEAGE 233 | YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIED DOCUMENTARY SERVICE WHICH IS TO BE PERFORMED. |
| COLOR TOP SANGRIA RE | BODY FUSION | INTERIOR MED LT STD | TRADE-IN #1 DESCRIPTION AND ALLOWANCE (MUST BE VERIFIED TO TITLE OR REGISTRATION) YEAR 2007 MAKE FORD MODEL FIVE COLOR [REDACTED] TYPE 4DR S SERIAL NO. 1FAFP24127 [REDACTED] TRADE-IN ALLOWANCE \$ 9772.00 LESS BALANCE OWED [REDACTED] D/A [REDACTED] NET EQUITY \$ [REDACTED] |
| TITLE INFORMATION | | TRADE-IN #2 DESCRIPTION AND ALLOWANCE (MUST BE VERIFIED TO TITLE OR REGISTRATION) YEAR [REDACTED] MAKE [REDACTED] MODEL [REDACTED] COLOR [REDACTED] TYPE [REDACTED] SERIAL NO. [REDACTED] MILEAGE [REDACTED] TRADE-IN ALLOWANCE \$ [REDACTED] H/A LESS BALANCE OWED [REDACTED] H/A D/A [REDACTED] NET EQUITY \$ [REDACTED] | |
| TYPE OF TAG PC <input type="checkbox"/> COMM <input type="checkbox"/> | WEIGHT | RV YES <input type="checkbox"/> NO <input type="checkbox"/> | CREDIT SALE IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER FORM. |
| TRANSFER TAG <input type="checkbox"/> | NEW PLATE <input type="checkbox"/> | YRS | THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLING DEALER SELLS THIS VEHICLE "AS IS" AND HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF THE SELLER DEALER WITH RESPECT TO THE DEFECTS OR MALFUNCTIONS OF THIS VEHICLE INCLUDING, WITHOUT LIMITATION, THOSE WHICH PERTAIN TO PERFORMANCE OR SAFETY, WHETHER BY WAY OF "STRICT LIABILITY" BASED UPON THE SELLING DEALER'S NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY EXCLUDED AND PURCHASER HEREBY ASSUMES ANY SUCH RISK. THE MANUFACTURER'S WARRANTY IS NOT AFFECTED BY THIS DISCLAIMER OF WARRANTIES BY THE SELLING DEALER. |
| CURRENT TAG NUMBER | PRICE (Including Transportation) \$ 26022.00 | | (INITIAL APPROPRIATE BOX) |
| EXPIRATION DATE | FACTORY INSTALLED OPTIONS | | USED CARS |
| | | | Sold "AS IS" with NO WARRANTY |
| | | | Other: |
| | | | CUSTOMER AGREES TO DELIVER A FREE AND CLEAR TITLE TO THE TRADE ABOVE AT TIME OF DELIVERY. |
| | | | UNSATURATED DAMAGES: IN THE EVENT OF CANCELLATION OR BREACH OF THIS AGREEMENT BY THE BUYER, THE DEALER SHALL BE ENTITLED TO RETAIN AS UNSATURATED DAMAGES THE SUM OF \$ [REDACTED]. BUYER HEREBY ACKNOWLEDGES THE ABOVE PROVISIONS. |
| DEALER INSTALLED OPTIONS | ETCH 399.00 | | BUYER SIGNATURE [REDACTED] |
| GAP 650.00 | EXTENDED SERVICE PLAN N/A | | RECEIPT NO. CASH CHECK DATE |
| CHEMICAL PROTECTANTS N/A | TOTAL RETAIL PRICE \$ 27071.00 | | RECEIPT NO. CASH CHECK DATE |
| | LESS TRADE-IN ALLOWANCE (OR DISC) 9772.00 | | 1. Clerical & Messenger Fees. This charge is the seller/dealer for items such as inspection and used vehicles and preparing documents. |
| | SUB TOTAL \$ 17299.00 | | 2. Title and Documentary Fees. The seller/dealer for such items as preparing documents required in registration, title, and sales tax. |
| | STATE & LOCAL TAXES AND/OR DOC FEE 611.00 | | 3. If the above described purchased vehicle, the price and E.P.A. label was affixed to the vehicle. |
| | Clerical 131.75 | | CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY *The information you see on the (Federal Trade Commission) window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.* |
| | Messenger 160.25 | | |
| | REGISTRATION FEE 205.00 | | |
| | TITLE FEE 25.00 | | |
| | PAYOFF TITLE FEE N/A | | |
| | NET PAYOFF ON TRADE-IN 9772.00 | | |
| | TOTAL DUE \$ 28204.00 | | |
| | CASH DOWN PAYMENT 3000.00 | | |
| | FACTORY REBATE 1500.00 | | |
| | BALANCE FINANCED 23204.00 | | |
| | TOTAL SETTLEMENT \$ 28204.00 | | |
| FINANCING DETAILS | | | |
| Mo. Months 48 | No. Payments 552.42 | APR 11/21/09 | |
| Physical Damage Ins. Co. | Policy No. | NASC Code | |
| Agent | Effective Date | Exp. Date | |

ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
A

Purchaser agrees with this Order on the face and reverse side hereof and any attachments hereto includes all of the terms and conditions, that this Order cancels and supercedes any prior agreements and as the date hereof comprises the complete and exclusive statement of terms of the agreement relating to the subject matters covered hereby, and that THE ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. I also certify that I am eighteen years of age or over.

ALL BALANCES MUST BE PAID IN CASH OR CERTIFIED CHECK

CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



LINCOLN Mercury



Jeep.



FIVE STAR

193 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-2315
Parts - (302) 323-2311
Body Shop - (302) 323-2310

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1660
Parts - (302) 323-1670

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CARMAN...Driven By The Best!

CELL: 632-8102

| | | | | | |
|------------------------------|--|-----------|----------------------|---------------------------------|---------------------------------|
| CUSTOMER NO. 95382 | ADVISOR STEVE HUDSON | 224 | TAB NO 807 | INVOICE DATE 10/21/09 | INVOICE NO FOCS365230 |
| | LABOR RATE | COURSE NO | 959 | COLOR | STOCK NO |
| CLAYTON, DE | YEAR / MAKE / MODEL 10 / FORD / FUSION / 4DR SDN I4 SE FWD | | | DELIVERY DATE | DELIVERY PRICES |
| | VEHICLE ID. NO. 3FAHP0HG6AR | | | SECOND DEALER USE | PRODUCTION DATE |
| | P.T.E. NO. | P.O. NO. | | P.O. DATE 10/20/09 | |
| RESIDENCE PHONE | COMMENTS | | | | MO: 959 |

LABOR & PARTS
~~J# 1 21FOZ~~ ~~G.E. / ION/DIAG~~ ~~UNITS~~ ~~AL-EO TECH(S) 21793~~ ~~WARRANTY~~
 CUSTOMER STATES CHECK ENGINE LIGHT IS ON
 HESITATES ON TIP IN ACCEL
 E29/42 CAUSAL #9E926
 INSTALLED WDS & TESTED EEC SYSTEM/P2135. PERFORMED PINPOINT
 TESTS. FUEL PSI & IGNITION SYSTEM DIAG. REPLACED THROTTLE
 BODY & RECHECKED

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|---------|-----|--------------|---------------|-----------------------------|----------|
| JOB # 1 | 1 | 9L82-9E926-A | THROTTLE BODY | | |
| | | | | JOB # 1 TOTAL PARTS | 0.00 |
| | | | | JOB # 1 TOTAL LABOR & PARTS | 0.00 |

~~J# 2 00FOZ-01~~ ~~TAP ALLOWANCE~~ ~~UNITS~~ ~~TECH(S) 8773~~ ~~WARRANTY~~
 T.A.P. ALLOWANCE
 TRANSPORTATION ASSISTANCE PROGRAM
 1 DAY TAP

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|-------|-----|-----------|-------------|-----------------------------|----------|
| | | | | JOB # 2 TOTAL PARTS | 0.00 |
| | | | | JOB # 2 TOTAL LABOR & PARTS | 0.00 |

| SUBLET | PO# | VEND INV# | INV. DATE | DESCRIPTION | WARRANTY |
|---------|--------|-----------|-----------|----------------|----------|
| JOB # 2 | 142615 | | 10/21/09 | 1 DAY FORD TAP | |
| | | | | TOTAL - SUBLET | 0.00 |

COMMENTS
 SHUTTLE
 CLOSED 10/28 AM



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CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



QUALITY CARE
Where the Quality Counts



LINCOLN
Mercury



Jeep



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Parts - (302) 323-2311
Body Shop - (302) 323-2310

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1660
Parts - (302) 323-1670

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CELL: 632-8102

| | | | | | |
|----------------------------------|--|------------|-------------------------|---------------------------------|---------------------------------|
| CUSTOMER NO 95382 | ADVISOR STEVE HUDSON | 224 | TAG NO 6838 | INVOICE DATE 02/08/10 | INVOICE NO FOCS369723 |
| [REDACTED] CLAYTON, DE | LABOR RATE | LICENSE NO | MILEAGE 5,776 | COLOR | STOCK NO |
| | YEAR / MAKE / MODEL 10 / FORD / FUSION / 4DR SDN I4 SE FWD | | | DELIVERY DATE | DELIVERY MILES |
| | VEHICLE ID. NO 3 F A N P O H G 6 A R | | | SELLING DEALER NO | PRODUCTION DATE |
| RESIDENCE PHONE | COMMENTS | | P.O. NO | R.O. DATE 02/08/10 | |
| | | | | | MO: 5776 |

LABOR & PARTS
~~3/1-23/02-01 BASIC DRIVEABILITY UNITS 1000 TECH(S) 1793 WARRANTY~~

CUSTOMER STATES CAR WAS AT 55 MPH AND RPHS WERE AT 4500
WOULD NOT SHIFT INTO NEXT GEAR MANUALLY OR AUTOMATICALLY
P09/04 CAUSAL #RECAL
PERFORMED WDS DIAG & PINPOINTS
REPROGRAMMED PCM PER TSB #09-18-03 & RECHECKED

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
CLOSED 2/12 AM

TOTALS

| | | |
|--|-------------------------|-------------|
| ***** | TOTAL LABOR.... | 0.00 |
| * | TOTAL PARTS.... | 0.00 |
| * YOU MAY RECEIVE A SURVEY FROM FORD MOTOR COMPANY. IF YOU * | TOTAL SUBLET.... | 0.00 |
| * ARE NOT COMPLETELY SATISFIED PLEASE CONTACT YOUR ADVISOR * | TOTAL G.O.G.... | 0.00 |
| | TOTAL MISC CHG.... | 0.00 |
| | TOTAL MISC DISC | 0.00 |
| | TOTAL TAX..... | 0.00 |
| | TOTAL INVOICE \$ | 0.00 |

CARMAN COLLISION GUARANTEES ALL BODY AND PAINT REPAIRS
AGAINST WORKMANSHIP AND PRODUCT DEFECTS FOR LIFE TO ORIGINAL
OWNER. ANY QUESTIONS CALL GUY AT 323-2310. THANK YOU

***** IMPORTANT *****
OUR SERVICE DEPARTMENT IS NOW OPEN WEDNESDAY NIGHTS UNTIL
8:00 PM AND SATURDAYS FROM 8:00 AM UNTILL 5:00 PM FOR YOUR
CONVENIENCE

CUSTOMER SIGNATURE

DUPLICATE INVOICE



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CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



QUALITY CARE
Where the Quality Counts



LINCOLN
Mercury



Jeep



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Parts - (302) 323-2311
Body Shop - (302) 323-2310

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1660
Parts - (302) 323-1670

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CELL: 632-8102

| | | | | | |
|--|--|-------------|------------------------------|---------------------------------|----------------------------------|
| CUSTOMER NO. 95382 | ADVISOR STEVE HUDSON | 224 | TASK NO. 5496 | INVOICE DATE 05/06/10 | INVOICE NO. FOCS373179 |
| MELVIN FREIDEL 5790 MILLINGTON RD CLAYTON, DE 19938 | LABOR RATE | LICENSE NO. | MILEAGE 9,917 | COLOR | STOCK NO. |
| | YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | | | DELIVERY DATE | DELIVERY MILES |
| | VEHICLE ID. NO. 3FAHP0HG6AR192063 | | | SELLING DEALER NO. | PRODUCTION DATE |
| | F.T.E. NO. | P.O. NO. | P.O. DATE 05/03/10 | | |
| RESIDENCE PHONE | BUSINESS PHONE 302-322-7371 | COMMENTS | | | MO: 9917 |

LABOR & PARTS
~~WARRANTY~~
 CUSTOMER STATES WRENCH LIGHT COMES ON AND RPMS STAY AT 5000
 LIKE IN GRAMMY GEAR-TRANS DOES NOT SHIFT CORRECTLY, FEELS
 SURGING WHEN AT CRUISE
 ROADTESTED WITH THE CUSTOMER AND WAS NOT ABLE TO DUPLICATE
 HIS CONCERN. CUSTOMER TOOK HIS VEHICLE

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

| | | |
|--|-------------------------|-------------|
| ***** | TOTAL LABOR... | 0.00 |
| * | TOTAL PARTS... | 0.00 |
| * YOU MAY RECEIVE A SURVEY FROM FORD MOTOR COMPANY- IF YOU * | TOTAL SUBLET... | 0.00 |
| * ARE NOT COMPLETELY SATISFIED PLEASE CONTACT YOUR ADVISOR * | TOTAL G.O.G.... | 0.00 |
| | TOTAL MISC CHG. | 0.00 |
| | TOTAL MISC DISC | 0.00 |
| | TOTAL TAX..... | 0.00 |
| | TOTAL INVOICE \$ | 0.00 |

CARMAN COLLISION GUARANTEES ALL BODY AND PAINT REPAIRS
 AGAINST WORKMANSHIP AND PRODUCT DEFECTS FOR LIFE TO ORIGINAL
 OWNER. ANY QUESTIONS CALL GUY AT 323-2310. THANK YOU

*****IMPORTANT*****
 OUR SERVICE DEPARTMENT IS NOW OPEN WEDNESDAY NIGHTS UNTIL
 8:00 PM AND SATURDAYS FROM 8:00 AM UNTILL 5:00 PM FOR YOUR
 CONVENIENCE

CUSTOMER SIGNATURE _____
 ***** DUPLICATE INVOICE *****



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WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

| | | | |
|--|---------------|--------------------|-------------|
| INVOICE NUMBER | | F1CS260762 | |
| CUSTOMER NUMBER | | [REDACTED] | |
| [REDACTED] | | [REDACTED] | |
| CLAYTON, DE | | [REDACTED] | |
| [REDACTED] | | [REDACTED] | |
| AD/CDP | HOLLY JOHNSON | 1336 | TAG NO. 605 |
| LABOR RATE | LICENSE NO. | MILEAGE 10,801 | |
| YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | | | |
| VEHICLE ID NO. 3FAHP0HG6AR [REDACTED] | | | |
| F.T.E. NO. | | P.O. NO. | |
| COLOR | SANGRIA RED | STOCK NO. | AR192063 |
| COMMENTS | | | |
| DELIVERY MILES | 233 | SELLING DEALER NO. | 10374 |
| R.O. DATE | 05/18/10 | INVOICE DATE | 05/21/10 |
| REFPRINT NUMBER | | DELIVERY DATE | 10/07/09 |
| MO: 10801 | | PRODUCTION DATE | |

JOB# 1 CHARGES-----

LABOR-----
 JOB# 1 51FOZ07 BODY/ELECT CONCERN HOURS: 1.00 TECH(S): 1365 WARRANTY
 CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING AT 45 MPH. THEN WRENCH LIGHT ON-RPM'S PEG OUT AT 5K. SCANNED ELECTRONICALLY, NO CODES PRESENT, SPOKE TO HOTLING PER HOTLING MONITOR STEERING SENSOR & YAW SENSOR REPLACED YAW SENSOR

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
 1 AE5Z-14B321-A SENSOR TOTAL - PARTS WARRANTY 0.00

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----
 59625 TWO DAYS TOTAL - SUBLET INTERNAL 0.00

JOB# 1 TOTALS-----
 JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----
 JOB# 2 60FOZ01 AUTO/TRANS CONCERN HOURS: 1.00 TECH(S): 1365 WARRANTY
 WHEN ABOVE OCCURRED TRANS WOULD NOT SHIFT MANUALLY

JOB# 2 TOTALS-----
 JOB# 2 JOURNAL PREFIX FICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
 JOB# 3 51FOZ17 BODY/ELECT RECALL HOURS: 1.00 TECH(S): 1365 WARRANTY
 PERFORM OPEN CAMPAIGN 10B15
 VERIFIED OPEN CAMPAIGN
 PERFORMED OPEN CAMPAIGN 10B15
 RECALIBRATE PCM

JOB# 3 TOTALS-----
 JOB# 3 JOURNAL PREFIX FICS JOB# 3 TOTAL 0.00

EP 6/11/10 (10/07)

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. (SEE BACK)



WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

| | | | |
|----------------------------------|-------------|--------------------|--|
| INVOICE NUMBER | | F1CS263276 | |
| CUSTOMER NUMBER | | [REDACTED] | |
| ADDRESS | | [REDACTED] | |
| CITY | | CLAYTON, DE | |
| STATE | | [REDACTED] | |
| ADVISOR | SALES NO. | [REDACTED] | |
| HOLLY JOHNSON | 1336 | 632 | |
| LABOR RATE | LICENSE NO. | MILEAGE | |
| | | 12,305 | |
| YEAR / MAKE / MODEL | | | |
| 10/FORD/FUSION/4DR SDN I4 SE FWD | | | |
| VEHICLE ID NO. | | | |
| 3 F A H P O H G 6 A R [REDACTED] | | | |
| F.T.E. NO. | | P.O. NO. | |
| COLOR | | STOCK NO. | |
| SANGRIA RED | | AR192063 | |
| COMMENTS | | | |
| DELIVERY MILES | | SELLING DEALER NO. | |
| 233 | | 10374 | |
| INVOICE DATE | | INVOICE DATE | |
| 06/22/10 | | 06/25/10 | |
| REPRINT NUMBER | | DELIVERY DATE | |
| | | 10/07/09 | |
| MO: 12305 | | PRODUCTION DATE | |

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JOB# 1 CHARGES-----

LABOR-----
 # 110F0Z01 DRIVEABILITY CONCERN HOURS: 2.00 TECH(S):1365 WARRANTY
 ATTN CHIP. INTERM ENGINE IDLE WILL RACE TO 3700 RPM'S ON INCLINE MAINLY WHEN CRUISE CONTROL IS ON
 UNABLE TO VERIFY CONCERN
 FOUND APPLICABLE TSB ON RELATED CONCERN
 PERFORMED TSB 10-12-12
 ROADTESTED. UNABLE TO REPRODUCE

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----
 61563 06/25/10 TWO DAY LOANER TOTAL - SUBLET WARRANTY 0.00

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----
 JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 0.00

LABOR-----
 # 12100F0Z-99P INSPECTION HOURS: 1.00 TECH(S):1365 INTERNAL
 COMPLETE MULTI-POINT INSPECTION
 COMPLETED MULTI-POINT INSPECTION

JOB# 2 TOTALS-----

JOB# 3 CHARGES-----
 JOB# 2 JOURNAL PREFIX FICS JOB# 2 TOTAL 0.00

LABOR-----
 # 13100F0Z01 SUBLET REPAIR HOURS: 1.00 TECH(S):9999 WARRANTY
 LOANER PROVIDED DURING REPAIRS

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FICS JOB# 3 TOTAL 0.00



FAX 791 9476

F1CS265273

WINNER FORD OF DOVER

581 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

F1CS165273

| | | | |
|----------------------------------|---------|-------------------|--------|
| VOICE NUMBER | | F1CS265273 | |
| CUSTOMER NUMBER | | [REDACTED] | |
| CLAYTON, DE [REDACTED] | | | |
| [REDACTED] | | | |
| ADDRESS | | [REDACTED] | |
| ADVISOR | 1737 | EXT | 499 |
| CALLER NAME | 1084864 | MESSAGE | 12,305 |
| YEAR/MODEL/VEHICLE | | | |
| 10/FORD/FUSION/4DR SDN I4 SE FWD | | | |
| VEHICLE NO. | | | |
| 3 FAHP0HG6AR [REDACTED] | | | |
| R.O. NO. | | R.O. NO. | |
| COLOR | | STOCK NO. | |
| SANGRIA RED | | AR192063 | |
| COMMENTS | | | |
| DELIVERY MILE | | SELLER DEALER NO. | |
| 233 | | 10374 | |
| P.L.O. DATE | | OFFER DATE | |
| 07/20/10 | | 08/17/10 | |
| REPORT NUMBER | | DELIVERY DATE | |
| MO: 12309 | | 10/07/09 | |
| PRODUCTION DATE | | | |

JOB# 1 CHARGES

LABOR
 J# 1 10F0Z
 INTERMITTANTLY ENGINE IDLES WILL RACE TO 3700 RPMs
 REPLACED VALVE BODY/SELINE BODY/OUTPUT SHAFT/SPEED SENSORS
 REPER TECH LINE ROAD TEST VEH COULD NOT VERIFY ANY FURTHER
 ISSUE AT THIS TIME

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|---------------|-----|--------------|-------------|------------|----------|
| | 1 | 9LBZ-7A100-C | CONTROL | | WARRANTY |
| | 1 | ALBZ-7G091-A | SOLENOI | | WARRANTY |
| | 1 | 9LBZ-7H109-B | SENSOR | | WARRANTY |
| | 1 | TA-3L | SEALANT | | WARRANTY |
| | 12 | XT-10-QLVC | OIL - A | | WARRANTY |
| | 1 | 9LBZ-77490-B | PLATE A | | WARRANTY |
| TOTAL - PARTS | | | | | 0.00 |

| SUBLET | FOR | VEH | INV# | INV DATE | DESCRIPTION | INTERNAL WARRANTY |
|----------------|-------|-----|------|----------|------------------|-------------------|
| | 63136 | | | 08/03/10 | RENTAL | INTERNAL WARRANTY |
| | 63136 | | | 08/17/10 | THREE DAY RENTAL | INTERNAL WARRANTY |
| TOTAL - SUBLET | | | | | | 0.00 |

JOB# 1 TOTALS
 JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES
 LABOR
 J# 2 91F0Z99P
 REPORT CARD
 PERFORM REPORT CARD INSPECTION

JOB# 2 TOTALS
 JOB# 2 JOURNAL PREFIX FICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES
 LABOR
 J# 3 02F0Z68ATT
 GREEN BATTERY
 BATTERY STATE OF HEALTH-GOOD
 BATTERY STATE OF HEALTH-GOOD
 NO RECOMMENDATIONS AT THIS TIME GREEN BATTERY

JOB# 3 TOTALS
 JOB# 3 JOURNAL PREFIX FICS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES
 LABOR
 J# 4 02F0Z68K
 GREEN BRAKE
 BRAKE LININGS OVER 5 MM OR 7/32" (DISC) OR OVER 2MM OR 3/32" (DRUM)
 NO RECOMMENDATIONS AT THIS TIME
 NO RECOMMENDATIONS AT THIS TIME

AUG/20/2010/FRI 02:49 PM



F1CS265273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 18901
PH 302-734-0445

VEHICLE NUMBER

CUSTOMER NUMBER

CLAYTON, DE

| | |
|--|-----------|
| ADVISOR | TWO NO. |
| BETH PRATT 1737 | 499 |
| JOB# 4 | RELEASE |
| | 12,305 |
| YEAR / MAKE / MODEL | |
| 10 / FORD / FUSION / 4DR SDN I4 SE FWD | |
| VEHICLE ID# | |
| 3FAHP0HG6AR | |
| C.P.E. NO. | P.O. NO. |
| SOLOR | STOCK NO. |
| SANGRIA RED | AR |
| DELIVERY MILE | |
| 233 | 10374 |
| I.D. DATE | |
| 07/20/10 | 08/17/10 |
| DELIVERY DATE | |
| | 10/07/09 |
| MO: 12309 | |

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS VEHICLE. 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 VEHICLE. SEE BACK.

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FICS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

GREEN TIRE TREAD 7/32 AND GREATER
NO ACTION REQUIRED
NO ACTION REQUIRED-GREEN TREAD DEPTH

JOB# 5 TOTALS

JOB# 5 JOURNAL PREFIX FICS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES

LABOR

PROVIDED CUSTOMER COURTESY TRANSPORTATION ASSISTANCE PROGRAM
ENTERPRISE RENTAL TRV#489744

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX FICS JOB# 6 TOTAL 0.00

COMMENTS

CUSTOMER ORIGINALLY BROUGHT VEHICLE INTO SHOP ON 07/12/10 TO HAVE IDS INSTALLED. IDS FAILED AND CUSTOMER RETURNED ON 7/20/10 TO HAVE IDS REPAIRED. AT THAT TIME DECIDED TO KEEP CAR FOR TESTING FROM 7/20/10 TO 7/27/10. CUSTOMER WAS ABLE TO RETRIEVE A RECORDING ON 7/28/10. VEHICLE WAS SCHEDULED BACK IN FOR SERVICE ON 8/5/10 TO 8/17 ON 8/5/10 DOWNLOADED INFORMATION FROM IDS. SENT INFORMATION TO TECH LINE FOR SUPPORT. PER TECH LINE SUPPORT ORDERED AND REPLACED VALVE BODY, SOLENOID BODY, AND OUTPUT SHAFT SPEED SENSORS. ROAD TEST VEHICLE AFTER COMPONENTS REPLACED, UNABLE TO VERIFY ANY ISSUES WITH THE VEHICLE

AUG/20/2010/FRI 03:48 PM

P.002

F1CS265273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

FORM 1000
REV. 01/07

INVOICE NUMBER **F1CS265273**

CUSTOMER ADDRESS [REDACTED]

[REDACTED]
CLAYTON, DE [REDACTED]

LENDER/COFINANCER [REDACTED] LENDER PHONE [REDACTED]

LABORER
BETH PRATT 1737 499

LABOR RATE LICENSE NO. ALLOWANCE
12,305

YEAR / MAKE / MODEL
10 / FORD / FUSION / 4DR SDN I4 SE FWD

VEHICLE ID NO.
3FAHP0HG6A [REDACTED]

VEHICLE NO. [REDACTED]

SOLOR SANGRIA RED STOCK NO. AR [REDACTED]

COMMENTS

SELLER DEALER NO. 233 10374

I.O. DATE 07/20/10 INVOICE DATE 08/17/10

REPRINT NUMBER DELIVERY DATE 10/07/09

NO: 12309 PRODUCTION DATE

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS VEHICLE. 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 ISSUES NOR AUTHORIZES ANY OTHER PERSON TO ISSUE FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. (SEE PAGE 2)

TOTALS

| | | |
|--|-------------------------|-------------|
| * [] CASH [] CHECK CK NO. [] | TOTAL LABOR... | 0.00 |
| * [] MASTERCARD/VISA [] DISCOVER | TOTAL PARTS... | 0.00 |
| * [] AMER XPRESS [] OTHER [] CHARGE | 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 |

*** OUR INVOICE TERMS ARE C.O.D.***
ANY COLLECTION COSTS AND ATTORNEY FEES SHALL BE THE RECIPIENTS RESPONSIBILITY

THANK YOU FOR YOUR BUSINESS !

CUSTOMER SIGNATURE *****
DUPLICATE INVOICE *****

AUG/20/2010/FRI 03:46 PM

P.003

ISSUE LIST

| Last Handling Date/ Issue Status | Name/ Reason Desc | Vin/ Case No. | Model Year and Vehicle Line | Issue Type |
|-------------------------------------|--|-------------------------------------|--------------------------------|---------------|
| 10/25/2010 CLOSED | MELVIN L FREIDEL DRP-REPAIR REQUEST | 3FAHP0HG6AR [REDACTED] 458701230 | 2010 FUSION | 06 |
| 8/23/2010 CLOSED | MELVIN L FREIDEL CLP - IN - SERVICE REPAIR - AT RISK | 3FAHP0HG6AR [REDACTED] 458701230 | 2010 FUSION | 04 |
| 7/6/2010 CLOSED | MELVIN L FREIDEL CLP - IN - SERVICE REPAIR - AT RISK | 3FAHP0HG6AR [REDACTED] 458701230 | 2010 FUSION | 04 |
| 5/12/2010 CLOSED | MELVIN L FREIDEL CRC RELATED - F/M CSR FOLLOWING CONTACT | 3FAHP0HG6AR [REDACTED] 458701230 | 2010 FUSION | 01 |
| 5/7/2010 CLOSED | MELVIN L FREIDEL CLP - IN - SERVICE REPAIR - AT RISK | 3FAHP0HG6AR [REDACTED] 458701230 | 2010 FUSION | 04 |
| 5/4/2010 CLOSED | MELVIN L FREIDEL CLP - IN - SERVICE REPAIR - AT RISK | 3FAHP0HG6AR [REDACTED] 458701230 | 2010 FUSION | 04 |
| 5/3/2010 CLOSED | MELVIN L FREIDEL RECALL/ONP - GENERAL/OTHER | 3FAHP0HG6AR [REDACTED] 458701230 | 2010 FUSION | 01 |

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[REDACTED] 12/1/2010

All Action Details for Issue:

Print

VIN: 3FAHP0HG6A [REDACTED] Year: 2010 Model: FUSION Case: 4587Q1230
 Name: [REDACTED] Owner Status: Original WSD: 2009-10-07
 Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: DRP-REPAIR REQUEST Secondary Phone: [REDACTED]
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - CABBB CASE ELIGIBLE
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 14600 MI Comm Type: MAIL
 Analyst Name: PATTERSON, DONNA Analyst: D-PATT25
 Action Date: 09/21/2010 Action Time: 21.00 43.301 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DSB-OUTBOUND CALL TO DEALER
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 14600 MI Comm Type: OUTBOUND FAX- OTHER
 Analyst Name: GUSTKE, PAUL Analyst: PGUSTKE
 Action Date: 09/22/2010 Action Time: 12.31.36.297 Action Data: No

Comments LEGAL ANALYST PAUL--OBC TO DLR --LEFT MSG FOR S/M HOLLY ADV THAT FMC WOULD BE FAXING A DLR REPORT REQUESTING REPAIR ORDERS --

Action: DSB-FIELD E-MAIL SENT - DRP
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 14600 MI Comm Type: OTHER
 Analyst Name: GUSTKE, PAUL Analyst: PGUSTKE
 Action Date: 09/22/2010 Action Time: 12.41.01.103 Action Data: No

Comments LEGAL ANALYST PAUL--OPENED TFOAM TRACKING NUMBER 20052339 --FIELD REPORT EMAILED TO FACING Z/M SCOTT D.

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 14600 MI Comm Type: OTHER
 Analyst Name: GUSTKE, PAUL Analyst: PGUSTKE
 Action Date: 09/22/2010 Action Time: 13.25.45.447 Action Data: No

Comments LEGAL ANALYST PAUL--FSE ADV NO INVOLVEMENT

Action: DOCUMENT ADDITIONAL INFORMATION
 Origin Desc: CONSUMER AFFAIRS - CONSUMER



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Dealer: 01215 WINNER FORD OF DOVER, LTD INTERVENTION
 Odometer: 14600 MI Comm Type: OUTBOUND EMAIL-OTHER
 Analyst Name: Analyst: PGUSTKE
 GUSTKE,PAUL
 Action Date: 10/01/2010 Action Time: 09.56.12.551 Action Data: No

Comments LEGAL ANALYST PAUL--FMC TO DEFEND--EMAILED BBB CASE REP--DONNA PATTERSON WITH POSITION.--ADV AFTER REVIEWING THE FILE, AND TAKING INTO CONSIDERATION ALL SUPPORTING DOCUMENTATION. FORD MOTOR COMPANY DOES NOT HAVE ANY SETTLEMENT OFFERS AT THIS TIME.

Action: DSB-COMPANY REPORT SUBMITTED
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 14600 MI Comm Type: OTHER
 Analyst Name: Analyst: PGUSTKE
 GUSTKE,PAUL
 Action Date: 10/11/2010 Action Time: 15.01.06.167 Action Data: Yes

Comments LEGAL ANALYST PAUL--MRF AND SUPPORTING DOCS EMAIL AND FAXED TO BBB REP DONNA--

| Data Element Name | Data Value |
|--------------------------------------|------------|
| CUSTOMER CONTACTED BY FORD | NO |
| REGION RESPONDED TO DSB E-MAIL (Y/N) | YES |

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 14600 MI Comm Type: MAIL
 Analyst Name: PATTERSON, DONNA Analyst: D-PATT25
 Action Date: 10/13/2010 Action Time: 21.00.24.827 Action Data: No

Comments HEARING SCHEDULED ON 10/19/10 AT 10AM

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 14600 MI Comm Type: OTHER
 Analyst Name: Analyst: PGUSTKE
 GUSTKE,PAUL
 Action Date: 10/19/2010 Action Time: 11.43.52.714 Action Data: No

Comments LEGAL ANALYST PAUL--DEFENDED CASE AT SCHEDULED HEARING VIA TELEPHONE, AGAINST REPURCHASE--CUST WAS REPRESENTED BY ATTORNEY AND TECHNICAL WITNESS ALL PARTIES IN PERSON**AWAITING DECISION.

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD OF DOVER, LTD Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 17425 MI Comm Type: OTHER
 Analyst Name: Analyst: PGUSTKE
 GUSTKE,PAUL
 Action Date: 10/19/2010 Action Time: Action Data: No



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11.44.43.800

Comments MILEAGE AT INSPECTION 17,425

| | |
|---|-------------------------------------|
| Action: ARBITRATION DECISION-DENIAL | Origin Desc: BETTER BUSINESS BUREAU |
| Dealer: 01215 WINNER FORD OF DOVER, LTD | |
| Odometer: 14600 MI | Comm Type: MAIL |
| Analyst Name: PATTERSON, DONNA | Analyst: D-PATT25 |
| Action Date: 10/25/2010 | Action Time: 16.00.56.693 |
| | Action Data: No |

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

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12/1/2010

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD/WINNER GROUP INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 12000 MI Comm Type: PHONE
 Analyst Name: HOOLEY, ALAN Analyst: AHOOLEY
 Action Date: 08/06/2010 Action Time: 16.45.40.045 Action Data: Yes

Comments OBC TO DLR, HOLLY S/M, VDR IS BEING ANALIZED BY TECH SHOULD HAVE AN ANSWER BY TUESDAY, OBC TO CUST, ADVISE DLR IS ATTEMPTING TO DIAG CONCERN, F/U ON WED 8/11 BEFORE 4:30 PM EDT.

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 08-11-2010 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD/WINNER GROUP INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 12000 MI Comm Type: PHONE
 Analyst Name: HOOLEY, ALAN Analyst: AHOOLEY
 Action Date: 08/11/2010 Action Time: 15.02.43.235 Action Data: Yes

Comments OBC TO DLR, WAITING ON PARTS TO INSTALL IN THE VEH, TECH BELIEVED REPAIRS WOULD BE COMPLETED BY FRIDAY, OBC TO CUST, ADVISED CW THAT ADDITIONAL PARTS WERE NEEDED FOR THE REPAIR, VEH SHOULD BE REPAIRED BY FRIDAY AND CSM WILL CONTACT CUST ON MON. 8/16 BEFORE 4:30 PM TO EVALUATE THE REPAIR.

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 08-16-2010 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD/WINNER GROUP INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 12000 MI Comm Type: PHONE
 Analyst Name: HOOLEY, ALAN Analyst: AHOOLEY
 Action Date: 08/17/2010 Action Time: 09.58.46.300 Action Data: Yes

Comments OBC TO DLR, HEATHER SERVICE CASHIER, VEH STILL AT DLR, ANTICIPATE VEH TO BE REPAIRED TODAY, OBC TO CUST 302- CUSTOMER IS VERY UNHAPPY BECAUSE HE CAN NOT "TRUST" THE CAR, WAS ON THE FREEWAY AND THE VEH WAS "RED LINING" IN A LOWER GEAR AND COULD NOT GO FASTER THAN 45 MPH AT A "RED LINE" RPM. HAD A SEMI-TRUCK BEARING DOWN ON HIM AT 75 MPH AND HE COULD ONLY GO 45 MPH HE WAS SCARED, LIMPED TO SHOLDER AND THEN TO DLR. CSM OFFERED ESP AND HE WAS NOT RECEPTIVE. SAID HE DID NOT WANT THE VEH, OFFERED THE X-PLAN AND THEN HE ADVISED THE CSM THAT HE HAD RETAINED AN ATTORNEY AND WOULD ELEVATE THE CASE ONCE THE VEH WAS REPAIRED AND RETURN TO CUST. F/U WITH CUST ON FRI 8/20 BY 4:30 PM EDT

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 08-20-2010 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01215 WINNER FORD/WINNER GROUP INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 12000 MI Comm Type: PHONE
 Analyst Name: HOOLEY, ALAN Analyst: AHOOLEY
 Action Date: 08/20/2010 Action Time: 17.19.26.728 Action Data: No

Comments OBC TO DLR HEATHER, CASHIER, 302-734-0445, CHIP THE TECH INDICATED TECH HOTLINE HAD BEEN

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CONTACTED, VEH WAS RETURNED TO CUST, OBC TO 302-653-7222, SPOKE WITH CW WHO DOES NOT DRIVE VEH, CUST WOULD BE HOME AFTER 6 PM TO CONFIRM CONCERN WAS ADDRESSED.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01215 WINNER FORD/WINNER GROUP INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12000 MI Comm Type: PHONE
Analyst Name: JOHNSON, MARK Analyst: MJOHSON
Action Date: 08/20/2010 Action Time: 18.28.58.003 Action Data: Yes

Comments CSM MARK X: 7716. OBC TO DLR @ S/V [REDACTED] VEH IS COMPLETED AND WAS RTN'D TO CUST ON 8/17; IDS RECORDING WAS HOOKED UP TO VEH; SENT OFF INFO TO TECH SUPPORT FOR CORRECTIVE ACTION; DLR WAS UNABLE TO DUP CONCERN PREVIOUSLY; OBC TO CUST [REDACTED] NO ANSWER. OBC TO CUST @ [REDACTED] AND REC'D VM. I LEFT MY CONTACT INFO AND SCHEDULED A FOLLOW-UP FOR 8/23.

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 08-23-2010 |
| TIME OF FOLLOW UP (HH:MM): | 20:00 |

Action: ESCALATED HANDLING REQUIRED - OTHER (EXPLAIN IN COMMENTS)
Dealer: 01215 WINNER FORD/WINNER GROUP INC Origin Desc: DEALER
Odometer: 12000 MI Comm Type: PHONE
Analyst Name: HOLLY JOHNSON Analyst: H-JOHN56
Action Date: 08/23/2010 Action Time: 10.52.00.510 Action Data: No

Caller Information If Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|------------|------------|--------------|
| [REDACTED] | C | [REDACTED] | [REDACTED] | DEALER |

Comments CUSTOMER HAS NOT BEEN BACK IN CONTACT WITH DEALER SINCE REPAIRS MADE TO FUSION. (OTHER THAN REQUESTING DOCUMENTATION OF DATES VEHICLE WAS IN TO HAVE IDS INSTALLED AND REPAIR MADE).

Action: CONCERN RESOLVED
Dealer: 01215 WINNER FORD/WINNER GROUP INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12000 MI Comm Type: PHONE
Analyst Name: JOHNSON, MARK Analyst: MJOHSON
Action Date: 08/23/2010 Action Time: 20.33.16.668 Action Data: Yes

Comments CSM MARK X: 7716. OBC TO CUST @ [REDACTED] SAID THERE ARE NO ISSUES WITH THE VEH AT THIS MOMENT BUT SAID HE WILL WAIT AND SEE AS THE VEH HAS BEEN REPAIRED PREVIOUSLY BUT ISSUE RESURFACED. CUST SAID HE IS AN AIRPLANE MECHANIC AND UNDERSTANDS THE DIFFICULTY OF ADDRESSING INTERMITTENT ISSUES.

| Data Element Name | Data Value |
|--|------------|
| CUSTOMER'S LTV SCORE | 85 |
| PARTS ESCALATION USED? (Y/N) | N |
| TECH ASSIST (FSE INVOLVED) USED? (Y/N) | Y |
| TECH HOTLINE CONSULTED? (Y/N) | N |
| ESP USED? (Y/N) | N |
| SCP USED? (Y/N) | N |
| X-PLAN USED? (Y/N) | N |
| CLP FINANCIAL ASSIST PROVIDED? (Y/N) | N |

[REDACTED] ... 12/1/2010

--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: 3FAHP0HG6AR [REDACTED] Year: 2010 Model: FUSION Case: 458701230
 Name: [REDACTED] Owner Status: Original WSD: 2009-10-07
 Symptom Desc: ENG SPEED-UP SUDDEN 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:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS Origin Desc: US CONCERN CASE BASE
 Dealer: 01215 WINNER FORD/WINNER GROUP INC
 Odometer: 12000 MI Comm Type: PHONE
 Analyst Name: JENNINGS, DIANE Analyst: DJENNI42
 Action Date: 07/06/2010 Action Time: 09:27:45.972 Action Data: No

Comments CUSTOMER SAID: CUST HAS HAD THE VEH IN THE SHOP 4 TIMES FOR THE SAME ISSUE -THE RPM WENT 2400 TO 3700 -THE VEH RED LINED AND WOULD ONLY GO 45MPG-CUST BROUGHT TO THE DLR SHP AND THE VEH WENT TO 3700 RPG -CUST WAS IN TRAFFIC GOING 65 MPH AND WENT FROM 2000 RPM TO 3700 RPM DLR PUT A NEW LETTER IN THE COMPUTOR -THE MANUAL TRANS IS GOING 75 MPH THE RPM JUMPED UP TO 3200 RPM AND DOWN SHIFTS ONE GEAR -THE CUST LETS OFF THE ACCELERATE AND THE VEH GOES TO 2000 RPM -AS SOON AS THE CUST PUSHES BACK ON THE ACCELERATE IT GOES UP TO 3700 RPM -THE VEH IS LOCKING OUT THE MANUAL TRANS -WHEN THE VEH IS SHUT DOWN AND IT REBOOTS AND EVERY THING IS FINE-CUST IS SEEKING TO GET RID OF THE VEH AND GET ANOTHER -CUST IS GOING ON A LONG TRIP AND DOES NOT KNOW WHAT TO DO
 DEALER SAID: WINNER FORD OF DOVER, LTD591 SOUTH DUPONT HIGHWAY DOVER, DE 19901 TEL: [REDACTED] SRC 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-CUST CAN BE REACHED AT CELL [REDACTED] -CALL AT ANYTIME ON CELL

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[REDACTED] ... 12/1/2010

All Action Details for Issue:

Print

| | | | |
|--|------------------------|-----------------------------|-----------------|
| VIN: 3FAHP0HG6AR [REDACTED] | Year: 2010 | Model: FUSION | Case: 458701230 |
| Name: [REDACTED] | Owner Status: Original | WSD: 2009-10-07 | |
| Symptom Desc: | | Primary Phone: [REDACTED] | |
| Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT | | Secondary Phone: [REDACTED] | |
| Issue Type: 01 INQUIRY | Issue Status: CLOSED | | |

| | | |
|--|---------------------------|---------------------------------|
| Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER | | |
| Dealer: | | Origin Desc: MANUAL - PHONE CSR |
| Odometer: 10000 MI | Comm Type: PHONE | |
| Analyst Name: REED, JEFFREY | Analyst: JREED129 | |
| Action Date: 05/12/2010 | Action Time: 11.10.13.431 | Action Data: No |

Comments CUSTOMER SAID: -CUST WANTING TO KNOW IF HE CAN SPEAK WITHA TECH, OR AN ENGINEER, OR SOMEONE WITH SOME SORT OF TECHNICAL KNOWLEDGE HE COULD TROUBLE SHOOT THE PROBLEM.-CUST VERY ADAMANT THAT THIS IS THE COURSE OF ACTION HE WOULD LIKE TO TAKE AS THE VEH DOES NOT FEEL SAFE AT THIS POINT CRC ADVISED: -ADV CUST I DO NOT HAVE ACCESS TO ENGINEERS OR TO TECH HOTLINE. - ADV CUST THE ONLY PEOPLE THAT WOULD HAVE THAT ACCESS WOULD BE THE DLRSHIP OR CCS AGENT-ADV CUST THERE IS NO WAY TO GIVE HIM THE NUMBER TO TECH HOTLINE AS I AM NOT A TECHNICAL SERVICE REP, AND THAT IT IS PROVIDED ONLY TO THOSE WITH SOME SORT OF TECHNICAL TRAINING.

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[REDACTED] 12/1/2010

All Action Details for VIN

VIN: 3FAHP0HG6AR [REDACTED] Year: 2010 Model: FUSION Case: 458701230
 Name: [REDACTED] Owner Status: Original WSD: 2009-10-07
 Symptom Desc: AUTO TRANS GENERAL INDICATOR FLASHING Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 05/07/2010

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
 Dealer: 01228 CARMAN FORD LINCOLN Origin Desc: US CONCERN CASE BASE
 Odometer: 10000 MI Comm Type: PHONE
 Analyst Name: MOORE-WILSON (TMOOREW1), TAMMY Analyst: TMOOREW1
 Action Date: 05/06/2010 Action Time: 10.06.02.137 Action Data: No

Comments CUSTOMER SAID: = THIS IS THE CUSTOMERS BEST DAY [REDACTED] ===CUST [REDACTED]
 PLEASE USE THE CUSTOMERS CELL ON 5/7/10 AS CUSTOMER WILL BE OFF TOMORROWCUST ADV DO NOT
 SPK WITH WIFE AS WIFE HAS SHORT TERM MEMORY ==CUST WAS NOT AWARE THAT AGENT HAD MADE
 CONTACT=CUST ADV WRENCH LIGHT IS COMING ON IN THE VEH =CUST ADV HAS TEST DRIVEN THE VEH WITH
 THE DLR AND ISSUE UNABLE TO BE DUPLICATED=DLR RE-PROGRAMMED THE VEH =LATER FORD ISSUED A
 RECALL TO REPROGRAM THE VEH BUT THE DLR HAD ALREADY PERFORMED THIS REPAIR IN FEB=CUST ADV
 WHEN WRENCH LIGHT ON IN THE VEH THE RPMS ARE RACING AT 5000=RPMS RACING IN VEH AND AFRAID TO
 ACCELERATE IN THE VEH IN FEAR THAT WILL BLOW THE ENGINE=VEH HAS BEEN INTO DLR SEVERAL TIMES
 FOR THIS ISSUE=CUST ADV DOES NOT WANT TO GO LEMON LAW ROUTE =ADV LOVES HIS VEH AND JUST
 WANTS VEH REPAIREDDEALER SAID: CARMAN FORD INC193 S DUPONT HIGHWAYNEW CASTLE DE 19720(302)
 323-2300CRC 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

Action: CONCERN ADDRESSED
 Dealer: 01228 CARMAN FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 10000 MI Comm Type: PHONE
 Analyst Name: MCDUGAL, NANCY Analyst: NMCDOUG1
 Action Date: 05/07/2010 Action Time: 11.42.36.880 Action Data: Yes

Comments -CCS NANCY EX 7313 - OBC TO S/M STEVE - CAR IS REVVING BUT NOT SHIFTING - RPMS AT 5000 BUT
 NOT SHIFTING - PULL OVER AND SHUT OFF TO GET TO CORRECT - VEH WITH CUST - TECH ROAD TESTED ON
 MONDAY WITH CUST - DLR HAS NOT DUPLICATED CONCERN - NO CODES FOUND - NO DUP IN ROAD TEST - DLR
 PUT AROUND 50 MILES ON TO TEST - NO TECH CAPABILITY FOR VDR AT TIME - OBC TO CUST - [REDACTED]
 CUST NOT HAPPY THAT CONCERN WAS NOT DUPLICATED BY DLR - CUST ADVISED THIS HAS HAPPENED 2
 TIMES THE FIRST HE TOOK IN VEH TO DLR AND REPROGRAMMED COMP AND VEH WORKED FINE FOR 3
 MONTHS - SECOND TIME OCCURRED RECENTLY AND CUST TOOK VEH TO DLR AND DLR ROAD TESTED AND
 COULD NOT DUP AND NO CODES FOUND - CCS ADVISED DLR COULD NOT MAKE REPAIRS AS THERE IS NO
 DUPLICATION OR CODE TO SHOW WHAT NEEDS TO BE REPAIRED - CCS ADVISED CUST TO SCHED APT IF HE
 WANTS DLR TO LOOK AT VEH AGAIN OR IF CONCERNS HAPPENS AGAIN TO CALL TOW TO BRING VEH IN TO DLR
 - CUST NOT HAPPY WITH THIS OPTION AS HE IS GOING ON AN EXTENDED CROSS COUNTRY TRIP AND HE IS
 WORRIED THIS COULD OCCUR WHILE TRAVELING WITH NO DLR TO ADDRESS CONCERN - CUST FEELS THIS IS A
 SAFETY ISSUE AND FORD SHOULD ADDRESS IT - CCS ASKED WHAT CUST WHAT IS ASKING HER TO DO TO
 HELP HIM - HE ISN'T SURE JUST THAT HE WANTS IT FIXED - CCS ADVISED MULTIPLE TIMES TO SCHED ANOTHER
 APT WITH DLR FOR DIAG OR TO TOW IN ON NEXT OCCURANCE - CCS ADVISED CUST CASE WILL BE CLOSED AS
 THERE IS NO REPAIR TO BE MADE PER FORD DLR NO DUP OF CONCERN OR CODES

| Data Element Name | Data Value |
|-------------------|------------|
|-------------------|------------|

[REDACTED]

12/1/2010

| | |
|---|----|
| CUSTOMER'S LTV SCORE | 88 |
| 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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12/1/2010

All Action Details For Issues

Print

VIN: 3FAHP0HG6AR [REDACTED] Year: 2010 Model: FUSION Case: 458701230
 Name: [REDACTED] Owner Status: Original WSD: 2009-10-07
 Symptom Desc: WARNING SYSTEM INDICATORS LOW TIRE PRESSURE Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 05/04/2010

Action: TIER II ESCALATION - UNABLE TO DUPLICATE Origin Desc: US CONCERN CASE BASE
 Dealer: 01228 CARMAN FORD LINCOLN
 Odometer: 10000 MI Comm Type: PHONE
 Analyst Name: WOODIN, MARY Analyst: MWOODIN1
 Action Date: 05/03/2010 Action Time: 13.12.00.361 Action Data: No

Comments CUSTOMER SAID: --WHEN LESS THAN 1000 MILES THE RPM JUMPED WAY UP AND CHECK ENGINE LIGHT CAME ON. HAD THROTTLE POSITIONER CHANGED--3 MONTHS AGO DID THE SAME THING AND HAD 10B15 RECALL PERFORMED--VEHICLE IS NOW DOING THE SAME THING, WAS ONLY GOING 40MPH AND THE RPM JUMPED TO 5000 AND DOESNT THINK IT IS DOWNSHIFTING--VEH IS CURRENTLY AT DEALERSHIP AND THEY ARE UNABLE TO DIAGNOSE THE PROBLEM AND UNCOMFORTABLE DRIVING--THE DEALERSHIP WANTS HIM TO COME DOWN AND TAKE A DRIVE WITH AN ADVISOR TO TRY TO GET THE PROBLEM TO DUPLICATED DEALER SAID: CARMAN FORD INC 193 S DUPONT HIGHWAY NEW CASTLE DE 19720 (302) 323-2300 S/M JOHN 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--OBC TO DEALER--SPOKE WITH S/M JOHN--CONFIRMED THAT THEY REQUESTED THE CUSTOMER COME DOWN TO TAKE A RIDE WITH S/A BECAUSE THEY ARE UNABLE TO DUPLICATE CONCERN WITH CHECK ENGINE LIGHT AND RPM GOING REALLY HIGH

Action: CONCERN ADDRESSED Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 01228 CARMAN FORD LINCOLN
 Odometer: 10000 MI Comm Type: PHONE
 Analyst Name: MCDUGAL, NANCY Analyst: NMCDUG1
 Action Date: 05/04/2010 Action Time: 13.17.13.230 Action Data: Yes

Comments S/M WILL CALL ME BACK - CUST HAS DONE TEST DRIVE NO DUPLICATION - CCS SPOKE WITH CUST WIFE AS MELVIN WAS OUT - SHE CONFIRMED HE TEST DROVE WITH S/M AND THEY DO HAVE VEH BACK - CCS ADVISED IF THEY HAVE ANY FUTURE CONCERS THE DEALER IS THEIR BEST POINT OF CONTACT - CCS WILL CLOSE CASE

| Data Element Name | Data Value |
|---|------------|
| CUSTOMER'S LTV SCORE | 88 |
| 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

12/1/2010

All Action Details for Issue

VIN

VIN: 3FAHP0HG6AR [REDACTED] Year: 2010 Model: FUSION Case: 458701230
Name: [REDACTED] Owner Status: Original WSD: 2009-10-07
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: RECALL/ONP - GENERAL/OTHER Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE
Dealer: 01228 CARMAN FORD LINCOLN Origin Desc: TIER ONE - MELBOURNE
Odometer: 10000 MI Comm Type: PHONE
Analyst Name: BORGEMAN, DAVID Analyst: DBORGEMA
Action Date: 05/03/2010 Action Time: 12.44.30.258 Action Data: No

Comments CALLER HAS A VEHICLE INVOLVED IN A RECALL THAT REQUIRED DOCUMENTATION. CALLER WILL BE PROVIDED A CASE NUMBER AND TRANSFERRED TO TIER 1 FOR FURTHER HANDLING.

Ford Confidential

[REDACTED] 12/1/2010

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL



KIMMEL & SILVERMAN
P.C.

DE
Eskine
ACQUILINA C. HERRITT
ROBERT A. RABKIN
ANGELA K. TROCENI
FRED DAVIS
AMY L. BENNECOFF
CHRISTINA GILL ROSEMAN
RICHARD A. SCHOLER
KATE G. SHUMAKER
TARA L. PATTERSON

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Member, DE Bar
Member, NY Bar
Member, VA Bar
Member, MD Bar
Member, OH Bar
Member, IL Bar
Member, NH Bar
Member, CT Bar
Member, TN Bar
Member, WY Bar
Member, DC Bar

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 210-7334
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 253-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2511
PLEASE REMIT ALL CORRESPONDENCE TO THE DELAWARE OFFICE.

August 2, 2010

Ford Motor Company
Ford Consumer Affairs
16800 Executive Plaza Drive
Dearborn, MI 48126

RECEIVED

10 AUG -5 AM 2:22

CONSUMER AFFAIRS
SECTION

Re: [REDACTED] v. Ford Motor Company
Vehicle: 2010 Ford Fusion
Date of Purchase: 11/07/2009
Place of Purchase: Winner Ford, Dover
VIN: NONE

Dear Sir/Madam:

nothing in FMMMS

I previously advised of the above firm's representation of [REDACTED] for problems he is experiencing with his Ford Fusion. I now enclose invoices for repairs/work done on the vehicle. Moreover, I expect additional information shortly from the monitoring system which has apparently recorded the complained of defect.

I thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

[REDACTED SIGNATURE]

KIMMEL & SILVERMAN, PC

/wcc

CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



QUALITY CARE
Where the Quality Continues



LINCOLN
Mercury



Jeep.



193 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-2315
Parts - (302) 323-2311
Body Shop - (302) 323-2310

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1660
Parts - (302) 323-1670

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CELL: [REDACTED]

| | | | | |
|------------------------------|--|---------------------------|---------------------------------|----------------------------------|
| CUSTOMER NO. 95382 | ADVISOR STEVE HUDSON | TAG NO. 224 807 | INVOICE DATE 10/21/09 | INVOICE NO. FOCS365230 |
| [REDACTED] | LABOR RATE | LICENSE NO. | MILEAGE 959 | COLOR |
| CLAYTON, DE | YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | | | DELIVERY DATE |
| [REDACTED] | VEHICLE I.D. NO. 3FAHP0HG6AR [REDACTED] | | SELLING DEALER NO. | PRODUCTION DATE |
| [REDACTED] | F.T.E. NO. | P.O. | R.O. DATE 10/20/09 | |
| RESIDENCE PHONE | COMMENTS | | | MO: 959 |

LABOR & PARTS - **J# 1 21FOZ** C.E.L. ON/DIAG UNITS: 1.50 TECH(S):1793 WARRANTY

CUSTOMER STATES CHECK ENGINE LIGHT IS ON
HESITATES ON TIP IN ACCEL
E29/42 CAUSAL #9E926
INSTALLED WDS & TESTED EEC SYSTEM/P2135. PERFORMED PINPOINT
TESTS. FUEL PSI & IGNITION SYSTEM DIAG. REPLACED THROTTLE
BODY & RECHECKED

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|---------|-----|--------------|---------------|-----------------------------|----------|
| JOB # 1 | 1 | 9L8Z-9E926-A | THROTTLE BODY | | |
| | | | | JOB # 1 TOTAL PARTS | 0.00 |
| | | | | JOB # 1 TOTAL LABOR & PARTS | 0.00 |

LABOR & PARTS - **J# 2 400F0Z-01** T.A.P. ALLOWANCE UNITS: TECH(S):8773 WARRANTY

T.A.P. ALLOWANCE
TRANSPORTATION ASSISTANCE PROGRAM
1 DAY TAP

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|-------|-----|-----------|-------------|-----------------------------|----------|
| | | | | JOB # 2 TOTAL PARTS | 0.00 |
| | | | | JOB # 2 TOTAL LABOR & PARTS | 0.00 |

| SUBLET | PO# | VEND INV# | INV. DATE | DESCRIPTION | WARRANTY |
|---------|--------|-----------|-----------|----------------|----------|
| JOB # 2 | 142615 | | 10/21/09 | 1 DAY FORD TAP | |
| | | | | TOTAL - SUBLET | 0.00 |

COMMENTS:
SHUTTLE
CLOSED 10/28 #H

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CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



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LINCOLN
Mercury

193 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-2315
Parts - (302) 323-2311
Body Shop - (302) 323-2310



Jeep

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1660
Parts - (302) 323-1670



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CELL: [REDACTED]

| | | | | |
|-----------------------------|--|--------------------------------------|---------------------------------|---------------------------------|
| CUSTOMER NO 95382 | ADVISOR STEVE HUDSON | TAX NO 224 6838 | INVOICE DATE 02/08/10 | INVOICE NO F0CS369723 |
| [REDACTED] | LABOR RATE | LICENSE NO | MILEAGE 5,776 | COLOR |
| CLAYTON, DE | YEAR / MAKE / MODEL 10 / FORD / FUSION / 4DR SDN I4 SE FWD | DELIVERY DATE | DELIVERY MILES | |
| | VEHICLE ID NO 3FAHP0HG6A[REDACTED] | REGISTRATION DATE 02/08/10 | REGISTRATION TYPE | |
| REFERENCE PHONE | VEHICLE TYPE | | | MO: 5776 |

LABOR & PARTS
 10 1 01002-01 BASIC DRIVEABILITY UNITS: 0.10 TECHS: 12790 WARRANTY
 CUSTOMER STATES CAR WAS AT 55 MPH AND RING WERE AT 4500
 WOULD NOT SHIFT INTO NEXT GEAR MANUALLY OR AUTOMATICALLY
 HISS/ON CLASH BRCEL
 PERFORMED MIS DIAG & FINDINGS
 REPROGRAMMED PCM FOR NEW ISG BODY LB 03 & RECHECKED
 JOB # 2 TOTAL LABOR & PARTS \$ 0.00

COMMENTS
 CALLED 2/11 AM

TOTALS

| | | |
|--|-------------------------|-------------|
| ***** IMPORTANT ***** | TOTAL LABOR | 5.00 |
| * YOU MAY RECEIVE A SURVEY FROM FORD MOTOR COMPANY. IF YOU * | TOTAL PARTS | 0.00 |
| * ARE NOT COMPLETELY SATISFIED PLEASE CONTACT YOUR ADVISOR * | TOTAL GROSS | 5.00 |
| | TOTAL NET | 5.00 |
| | TOTAL TAX | 0.00 |
| | TOTAL INVOICE \$ | 0.00 |

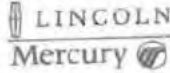
CARMAN COLLETON GUARANTEES ALL BODY AND PAINT REPAIRS
 AGAINST WORKMANSHIP AND PRODUCT DEFECTS FOR LIFE TO ORIGINAL
 OWNER. ANY QUESTIONS CALL GUY AT 323-2310. THANK YOU

***** (POLY)AN *****

OUR SERVICE DEPARTMENT IS NOW OPEN WEDNESDAY NIGHTS UNTIL
 8:00 PM AND SATURDAYS FROM 8:00 AM UNTILL 5:00 PM FOR YOUR
 CONVENIENCE

CUSTOMER SIGNATURE: _____
 DUPLICATE INVOICE

CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



193 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-2315
Parts - (302) 323-2311
Auto Shirts - (302) 323-2310

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1680
Parts - (302) 323-1670

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| | | | | | |
|-------------------|----------------------------------|-------------|----------------|------------------|-----------------------------|
| VEHICLE NO. 95382 | BUYER STEVE HUDSON | TAX ID 224 | SALES TAX 5496 | DATE 05/06/10 | REGISTRATION NO. FOC5373179 |
| CLAYTON, DE | VEHICLE MAKE | LICENSE NO. | PRICE 9,917 | REGISTRATION FEE | REGISTRATION |
| | 10/FORD/FUSION/4DR SDN I4 SE FWD | | | | |
| | VEHICLE NO. 1FAU7FH6BA | | | | |
| | | | | 05/06/10 | |
| | | | | | MI 0937 |

WARRANTY
 BASIC DRIVEABILITY UNITS: TECHS-0385
 CUSTOMER STAFF WORKER LIGHT CONCS ON AND HORN STAY AT 5000
 100% TO 100000 MILES 30000 MILES NOT GUARANTEED (30000)
 100% TO 100000 MILES 30000 MILES NOT GUARANTEED (30000)
 100% TO 100000 MILES 30000 MILES NOT GUARANTEED (30000)
 100% TO 100000 MILES 30000 MILES NOT GUARANTEED (30000)

| | |
|---------------|-----------|
| VEHICLE PRICE | 9,917 |
| TITLE | 110.00 |
| TAX | 5,496.00 |
| REGISTRATION | 110.00 |
| SALES | 110.00 |
| SALES TAX | 5,496.00 |
| TOTAL | 16,229.00 |
| TOTAL FINANCE | 0.00 |

FOR FINANCE DEPARTMENT TO USE ONLY
 FINANCE DEPARTMENT TO USE ONLY
 FINANCE DEPARTMENT TO USE ONLY

WILMINGTON BOARD OF DOVER

1001 S. DUPONT HWY
 WILMINGTON, DE 19801
 (302) 439-1000

1001 S. DUPONT HWY

1001 S. DUPONT HWY



605

10,801

14 SE FWI



10374

05/21/10

10/27/09

THE BOARD OF DOVER HEREBY DISCLAIMS ALL OF THE
 LIABILITY OF THE BOARD OF DOVER TO THE SALE OF THIS
 PROPERTY. THE BOARD OF DOVER EXPRESSLY DISCLAIMS
 ALL LIABILITY OF THE BOARD OF DOVER INCLUDING
 LIABILITY FOR ANY LOSS OF PROFITS OR BUSINESS
 OPPORTUNITY, AND THE BUYER HEREBY RELEASES AND
 AGREES TO HOLD THE BOARD OF DOVER HARMLESS FROM
 ALL SUCH LIABILITY. THE BOARD OF DOVER HAS NO
 LIABILITY TO ANY OTHER PERSON TO WHOM THE
 PROPERTY IS TRANSFERRED BY OPERATION OF THE
 LAW.

JOB# 1 CHARGES-----

LABOR-----
 JOB# 1 20F0204 BODY/ELECT CONCERN HOURS: 0.0000 TECH(S):1365 WARRANTY
 CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING
 AT 45 MPH. THEN WRENCH LIGHT ON-RPM'S PEG OUT AT 5K
 SCANNED ELECTRONICALLY, NO CODES PRESENT, SPOKE TO HOTLING
 PER HOTLING MONITOR STEERING SENSOR & YAW SENSOR
 REPLACED YAW SENSOR

| DATE | QTY | FF NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|------|-----|---------------|-------------|---------------|----------|
| | 2 | AE5Z-148321-A | SENSOR | | 0.00 |
| | | | | TOTAL - PARTS | 0.00 |

| SUBLET | PCP | VEND INV# | INV DATE | DESCRIPTION | INTERVAL |
|--------|-------|-----------|----------|----------------|----------|
| | 59625 | | | TWO DAYS | 0.00 |
| | | | | TOTAL - SUBLET | 0.00 |

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----
 JOB# 2 30F0203 AUTO TRANS CONCERN HOURS: 0.0000 TECH(S):1365 WARRANTY
 WHEN ABOVE OCCURRED TRANS WOULD NOT SHIFT MANUALLY

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX FICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
 JOB# 3 34F0207 BODY/ELECT RECALL HOURS: 0.0000 TECH(S):1365 WARRANTY
 PERFORM OPEN CAMPAIGN 10B15
 VERIFIED OPEN CAMPAIGN
 PERFORMED OPEN CAMPAIGN 10B15
 RECALIBRATE PCM

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FICS JOB# 3 TOTAL 0.00

WINNER FORD OF DOVER

1971 FORD MUSTANG
DOVER, DE 19901
VIN 3027362645

1971 FORD MUSTANG
VIN 3027362645
1971 FORD MUSTANG
VIN 3027362645
1971 FORD MUSTANG
VIN 3027362645

PLCS265276
2000.57
[REDACTED]

1971 FORD MUSTANG
VIN 3027362645
1971 FORD MUSTANG
VIN 3027362645
1971 FORD MUSTANG
VIN 3027362645

1971 FORD MUSTANG
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VIN 3027362645

1971 FORD MUSTANG
VIN 3027362645
1971 FORD MUSTANG
VIN 3027362645



BBB AUTO LINE

December 1, 2010

PAUL GUSTKE
FORD MOTOR COMPANY
[REDACTED]

Re: FRD1025073 [REDACTED] vs Ford Motor Corporation 3FAHP0HG6AR [REDACTED]

Dear Madam/Sir:

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

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

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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



ACCEPTANCE OR REJECTION OF DECISION

Date: 10/25/10

Case Number: FRD1025073

Customer: [REDACTED]

State: DE

Business: Ford Motor Company

Mfr-Info: 6700 DE 3FAHP0HG6AR [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): [REDACTED]

Date: 10/26/10

Council of Better Business Bureaus, Inc.

4200 Wilson Boulevard, Suite 800 | Arlington, VA | 22203-1838 | Phone 800.955.5100 | Fax: 703.247.8700

ARD



BBB AUTO LINE

October 25, 2010

PAUL GUSTKE
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1025073 [REDACTED] vs Ford Motor Corporation 3FAHP0HG6AR [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



ACCEPTANCE OR REJECTION OF DECISION

Date: 10/25/10

Case Number: FRD1025073

Customer: [REDACTED]

State: DE

Business: Ford Motor Company

Mfr-Info: 6700 DE 3FAHP0HG6AR [REDACTED]

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

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

I ACCEPT THE ARBITRATION DECISION. I understand this means:

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

I REJECT THE ARBITRATION DECISION. I understand this means:

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

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

Date: _____

Council of Better Business Bureaus, Inc.

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ARD



Denial Decision

Submitted Date: 10/22/10

FRD1025073

VIN: 3FAHP0HG6AR [REDACTED]

Customer: [REDACTED] Hearing Date: 10/19/10

Arbitrator: Frances M. Fletcher

Question 1

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

Denied

CASE: FRD1025073

Arbitrator: Frances M. Fletcher

Customer: [REDACTED]

Date: 10/22/10



Reasons for Decision

Submitted Date: 10/22/10

FRD1025073

VIN: 3FAHP0HG6AR [REDACTED]

Customer: [REDACTED] - Hearing Date: 10/19/10

Arbitrator: Frances M. Fletcher

Question 1

Please state your decision and then explain why it is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

Denial

The following is testimony by the consumer: the problem with the vehicle as reported on the ATA - car irregularly downshifted - the vehicle was first taken to Carmen Ford Dealership for repair for this problem on 2/08/10 (Invoice number FOCS 369723) stating "car was at 55 MPH and RPMs were at 4500, would not shift into next gear manually or automatically." As noted on this invoice, the vehicle was "reprogrammed" and was out of service for one day.

The vehicle was returned to Carmen Ford a second time for the same problem on 5/6/10 (Invoice number FOCS373179). The invoice indicates the vehicle was road tested and the dealership "was not able to duplicate" the problem within the four days they had the vehicle.

The third repair attempt was performed at Winner Ford of Dover on 5/18/10 (Invoice number F1CS260762) at which time the "yaw sensor was replaced and programmed [the] RCM." This repair took four days.

The fourth repair attempt was performed at Winner Ford of Dover on 6/22/10 (Invoice number F1WS263276). The vehicle was out of service for four days and according to the invoice, "unable to verify concern" but also noted "found applicable TSB on related concern-performed TSB 10-12-12, road tested, unable to reproduce."

A fifth repair attempt was performed at Winner Ford of Dover. There was a discrepancy in the dates noted on the invoice (F1W265273), but through testimony, it was clarified that on 7/12/10, Winner Ford installed a IDS to allow the consumer to record the problem as it was happening. The device failed to work and the consumer returned to the dealership on 7/20/10 - invoice number noted above - and decided to leave the vehicle at the dealership further testing. The problem was not reproduced during the seven days with the dealership. The consumer retrieved the vehicle with a working IDS and was able to get a recording of the problem. He then returned to the dealership on 8/5/10 (same invoice number). The vehicle was at the dealership for 13 days at which time the information recorded produced the following repair: "replaced valve body, solenoid body, and output shaft speed sensors."

The consumer testified the problem has not returned since 8/17/10. The consumer testified he currently has a new problem; however the ATA was not amended to include this problem and therefore could not be included in this case.

It is the consumer's testimony that the vehicle was out of service for a total of 33 days, has had 6 repair attempts (though stated the first one done on 10/20/09 (Invoice number FOCS365230- "replaced throttle") was not related to this problem. The consumer further testified he does not feel safe in the vehicle and would not take the vehicle on vacation as he travels in "desolate" areas and does not "trust" the vehicle and did not want to be stranded." He stated and that this impacts the use and value of the vehicle.

The following is testimony of the manufacturer:

As noted by the invoices above, an "intermittent problem is difficult to identify" and may be caused by "specific driving conditions in order to duplicate." The manufacturer stated the number of days the vehicle was out of service and the problem NOT duplicated, do not count toward the number of repair attempts because "no repairs were performed." Therefore, he stated there were

only two repairs completed for a total of 23 days. The consumer further testified the "problem has not reoccurred."

The problem reported on the ATA is "minor" and Ford considers transmission "recalibration, sensor replacements and valve body and solenoid body replacement" nothing that "substantially impacts the use, value or safety of the vehicle."

The manufacturer also stated the number of miles on the vehicle in approximately 1 year of ownership (17,425) exceeds the "typical average" mileage for a year which is "12,000" and therefore support his opinion the consumer did have use of the vehicle and safety and value were not a great concern

In accordance with the BBB Auto Line Program Summary for Ford Motor Company - Delaware, the vehicle meets the age/mileage requirements and eligibility criteria.

It is by my calculation the vehicle had five repair attempts and was "out of service" for 33 days. While the consumer testified he was provided a rental vehicle, he did not have use of his own vehicle while the dealerships attempted to duplicate this intermittent problem,

I rule for a denial in this case because the consumer stated the problem has not reoccurred since the repair on 8/17/10. Also, he continued to drive the vehicle to and from work - 32 miles one way - which indicates that "use" and "safety" were not a higher enough concern to prevent him from using the vehicle. Furthermore, I believe five repair attempts made, however, three of these attempts were to substantiate an intermittent problem which could not be duplicated during those times, and I do not believe this rises to or meets the standard of a "substantial nonconformity."

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

Statistical Information:

We are required to track specific statistical information. If a repurchase/replacement is awarded under the lemon law please indicate:

- a Cumulative number of days the vehicle was out of service for all problems:

- b Was final notice given to the manufacturer (YES, NO or N/A)?

CASE: FRD1025073
Arbitrator: Frances M. Fletcher

Customer: XXXXXXXXXX
Date: 10/22/10



BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: FRD1025073

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: Frances Fletcher

Arbitrator's Occupation:

Arbitrator's Biography:

Frances Fletcher is a trained and certified arbitrator. She has been a criminal, civic community and family court mediator since 1996. Ms. Fletcher feels she has sufficient training and experience to continue to be an excellent arbitrator for the BBB.

Council of Better Business Bureaus, Inc.

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

Inspection Report

Customer: _____ **Case #:** FRD1025073

Manufacturer: Ford Motor Company

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

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _____

Parties Present at Inspection: Technical Adviser Arbitrator Customer Manufacturer

Conditions or Components Inspected:

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

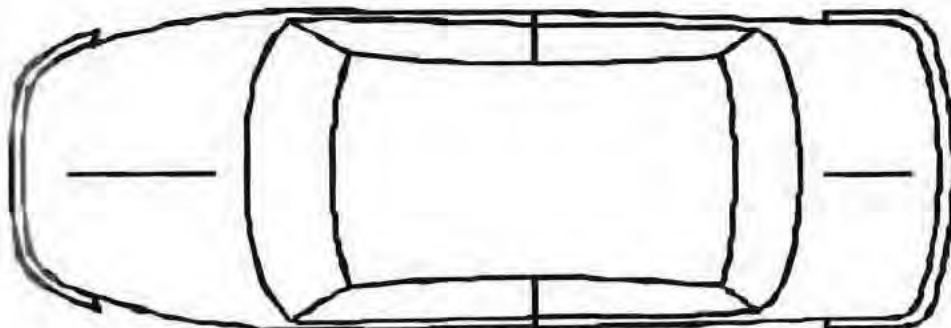
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

Exterior

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

What damage is beyond normal wear and tear?

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

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Case Number: FRD1025073

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BBB AUTO LINE

October 13, 2010

PAUL GUSTKE
FORD MOTOR COMPANY
[REDACTED]

Re: FRD1025073 [REDACTED] vs Ford Motor Corporation 3FAHP0HG6A [REDACTED]

Dear Madam/Sir:

Enclosed are:

- * the *Agreement to Arbitrate*;
- * Arbitrator Listing Sheet(s);
- * a map to the hearing site;
- * Hearing Format Outline;
- * *Notice of Hearing/Inspection*; and,
- * a Technical Expert's Report, if it is applicable to your case.

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 -- you will have that opportunity at the hearing. 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.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

You must bring TWO copies of all information you plan to present at your hearing; one for the arbitrator and one for the opposing party. Also, if this case involves a repurchase request, please bring a copy of the sales agreement to confirm the purchase price.

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

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

4300 Wilson Boulevard, Suite 800 - Arlington, VA - 22203-1838 - Phone 800.955.5100 - Fax: 703.247.9700



BBB AUTO LINE

NOTICE OF HEARING/INSPECTION

Date: 10/13/10

Case Number: FRD1025073

Customer: [REDACTED]

Business: Ford Motor Company

Mfr Info: 6700 DE 3FAHP0HG6AR [REDACTED]

Arbitrators: Ms. Frances M. Fletcher

Hearing Date, Time, Place: 10/19/10 10am EDT
BBB of Delaware
60 Reads Way
New Castle, DE 197200000

Hearing Site Phone: [REDACTED] Ext: 11
AUTOLINE Director Phone: [REDACTED] Ext: 11 Fax: (302) 230-0116

Customer Will Participate: in person by phone in writing
Manufacturer Will Participate: in person by phone in writing

Customer Represented By: Self Attorney

Attorney Name: [REDACTED]
Attorney Phone Number: [REDACTED]
Attorney Fax Number: [REDACTED]

INSTRUCTIONS

1. Bring all witnesses, documents (2 copies) and other evidence to the hearing. No evidence can be submitted after the hearing except as permitted by BBB AUTO LINE Arbitration Rules.
2. Unless you are seeking reimbursement for past repairs, the vehicle must be present at the hearing. Current vehicle registration/insurance is required for all test drives. If the vehicle is inoperable, please contact your Case Specialist immediately.
3. Notify your Case Specialist at once if you cannot be present at the hearing or the inspection. The hearing may be conducted in your absence should you fail to attend. Failure to attend the inspection may prevent issuance of a decision in your case.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the arbitration process.

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NOH



BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1025073

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BBB AUTO LINE

Arbitration Hearing Format

Arbitrator's Opening Statement

Parties' Presentations

- A. Presentation of consumer's testimony, evidence and witness(es)
[20 minutes]
- B. Presentation of business' testimony, evidence and witness(es)
[20 minutes]

Questioning

- A. Questions, comments and rebuttals by consumer [5 minutes]
- B. Questions, comments and rebuttals by business [5 minutes]
- C. Questions by arbitrator

Inspection

- A. Arbitrator instructs parties about inspection/test drive procedures
- B. Inspection (and test drive, if necessary)
- C. Questions or comments about inspection (and test drive) by consumer
[5 minutes]
- D. Questions or comments about inspection (and test drive) by business
[5 minutes]
- E. Questions about inspection (and test drive) by arbitrator

Recess – Arbitrator will take a recess to assess whether more information or evidence may be needed. If a party is participating by telephone, BBB AUTO LINE staff will check to make sure that any faxes from that party have been shared with the other party.

Closing the Hearing

- A. Final questions, testimony or evidence by either party [10 minutes]
- B. Final questions by arbitrator
- C. Closing statement by consumer [5 minutes]
- D. Closing statement by business [5 minutes]

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Opening Statement

Ensure that you include each of the following points in your opening statement to the parties, and adhere to them throughout the arbitration hearing.

- Confirm the tape recorder is on and explain to the parties the hearing is being recorded.
- Welcome the parties and thank them for using arbitration.
- Administer the *Oaths of Participant*.
- State you will not disclose details of the case to anyone except, possibly the BBB AUTO LINE staff for administrative purposes.
- Review the hearing format, which is included in the hearing packet.
- Explain that you will maintain control of the hearing and that you may curb irrelevant or repetitious testimony.
- Request the parties agree to demonstrate common courtesy and refrain from interrupting each other during the hearing.
- Explain you will keep the hearing focused on issues in the *Agreement to Arbitrate*.
- Explain the decision is conditionally binding, and confirm the parties understand what that means.
- Read aloud and confirm the *Agreement to Arbitrate*.
- Explain that no decision will be divulged today, but a written decision will be sent to the parties.

| Location of Better Business Bureau | |
|--|--|
| <hr/> | |
| Name of building (if any) | |
| <hr/> | |
| 60 Reads Way, New Castle, DE 19720 | |
| <hr/> | |
| Business Address and City | |
| <hr/> | |
| [REDACTED] | |
| <hr/> | |
| Bureau Phone Number (Emergencies Only) | |



DIRECTIONS

- Take I-85 towards DE-141 S (US-13 / NEW CASTLE)
- Take 141 S (Basin Road). At the (2nd Light)
- Turn RIGHT onto COMMONS BLVD / DE-37 (Fed Ex Building on right.)
- Turn RIGHT onto READS WAY (1st Light)
- End at 60 Reads Way



MANUFACTURER RESPONSE FORM

Will participate - In Writing By Phone

Case Number: FRD1025073 / 458701230

Customer Name: [REDACTED] C/O Christopher Componovo

State: DE

VIN: 3FAHP0HG6AR [REDACTED]

Warranty Start Date: 10-07-2009

Vehicle year/model: 2010 Ford Fusion

Current mileage: 12,305

Purchased: New Used (mileage and date of purchase) Leased (terms of lease)

This claim is: IN Bumper-to-Bumper Warranty IN Diesel Warranty OUT of all Warranties

Extended Service Plan: NO YES

SETTLEMENT INFORMATION

No Settlements offered.

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:

- Car down shifts several gears
- Rpm's flare
- Transmission wrench light

MANUFACTURER'S POSITION:

Ford Motor Company respectfully recommends that the customer's request for a refund and/or replacement be denied. It is our opinion that the 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 relative to a manufacturing defect. The issues listed on the Agreement to Arbitrate have not significantly impaired the safety, value, or use of the vehicle and therefore, we feel it does not meet presumption of the BBB Auto Line Program Summary.

It is our opinion that the repairs related to the alleged nonconformities listed on the Agreement to Arbitrate have been minor; they have consisted of transmission recalibration, sensor replacements, and valve body and solenoid body replacements. These items have not substantially impaired the use, value, or safety of the vehicle. We would note that, at times, it is difficult to identify a transmission shifting concern, particularly those that are intermittent and rely on the results of specific driving conditions in order to be replicated.

The majority of the days out of service, for the transmission concerns, were a result of multiple test drives in an effort to duplicate the alleged concerns. We do not consider service visits in which the diagnosis results in "No problem found" or "Unable to duplicate" to count as a repair attempt, or to be recognized as days out of service. Furthermore, the repair orders do not provide an accurate account of days out of service, when compared to the dealer report filled out by Winner Ford of Dover, which was the servicing dealership for all repairs. These discrepancies on the repair orders will be gone over in detail, during the hearing.

In conclusion, it is our opinion that this vehicle does not meet the presumption of the BBB Auto Line Program Summary as the alleged concerns does not significantly impair the safety, value, or use of the vehicle. The vehicle has not been subject to four or more repair attempts for a single nonconformity. Furthermore, it is our opinion that the vehicle has not been out of service for 30 or more cumulative calendar days relative to a manufacturing defect. We do not feel that the vehicle is eligible for relief under the BBB Auto Line Program Summary for a repurchase or replacement remedy as the presumption obligations have not been accomplished. For these reasons, we respectfully request that the arbitrator render a denial decision for the customers request to either replacement or repurchase the vehicle.

DOCUMENTATION PROVIDED

- Technical Service Bulletins
- Recall Notices
- Ford Field Service Engineer Report
- Dealer Report
- Other: Warranty Repair History Summary.

List amount of any over allowance /negative equity: \$ _____

To: Donna Patterson

BBB AUTO LINE

Fax: 703.247.9700

Completed by: Paul Gustke Date: October 11, 2010

Server: AWS Prod
 Claims loaded through: 20-SEP-2010

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 21-SEP-10

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

| VIN | AWS VL | WERS VL | MKT DER | BODY CAB | VER SERIES | DRIVE TYPE | PLANT CD | TRANS CD | ENG COD | PROD DATE | WARR DATE | SELLING DEALER | SELL CNT | TIS | WCC | PREF | BASE | SUFF | VRT NA | VRT ROW | VFG | CCC | CD |
|------------------------|---|---------|---------------------------|-----------|-------------|------------|----------|-------------|---------|----------------|-----------|----------------|-----------|-------------|------|------|-------|------|--------|---------|-----|-----|----|
| 3FAHP0HG6AR [REDACTED] | DE | C/DE | F | C/FA | * | C/A | A3 | C/W6 | C/SG | 15-08-09 | 07-10-09 | 116536 | USA | 1 | 5K04 | * | ALBAL | * | F05 | S10 | V89 | N25 | D9 |
| AWS Claim Key: | 51859 | Doc #: | 24607201 | Trx Code: | 2 | Labor Hrs: | 4 | Labor Cost: | 32.12 | Material Cost: | 0 | Total Cost: | 32.12 | | | | | | | | | | |
| Dir Cd-Sub Cd: | 01215* | Name: | WINNER FORD OF DOVER, LTD | Ph: | 302-7340444 | St: | DE | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | 16-OCT-09 | DIST(Mile): | 800 | | | | | | | | |
| Cust Comments: | CUSTOMER STATES AT 35 MPH AND MORE HAS A TIRE VIBRATION | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | TECH VERIFIED CONCERN FOUND ALL 4 TIRES NEEDS BALANCED TECH BALANCED ALL 4 TIRES ADDED 1/4 TO 1/2 OUNCE ON L F, R F, L R AND ADDED 1 OUNCE AND 1/2 OUNCE TO R R TIRES | | | | | | | | | | | | | | | | | | | | | | |
| 3FAHP0HG6A [REDACTED] | DE | C/DE | F | C/FA | * | C/A | A3 | C/W6 | C/SG | 15-08-09 | 07-10-09 | 116536 | USA | 1 | 2E03 | 9L8Z | 9E926 | A | F04 | S11 | V29 | E29 | 42 |
| AWS Claim Key: | 56098 | Doc #: | 36523001 | Trx Code: | S07 | Labor Hrs: | 1.5 | Labor Cost: | 130.35 | Material Cost: | 136.72 | Total Cost: | 267.07 | | | | | | | | | | |
| Dir Cd-Sub Cd: | 01228* | Name: | CARMAN FORD, INC. | Ph: | 302-3212300 | St: | DE | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | 20-OCT-09 | DIST(Mile): | 959 | | | | | | | | |
| Cust Comments: | CUSTOMER STATES CHECK ENGINE LIGHT IS ON HESITATES ON TIP IN ACCEL | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | E29 42 CAUSAL #9E926 INSTALLED WDS & TESTED EEC SYSTEM P2155. PERFORMED PINPOINT TESTS FUEL PSI & IGNITION SYSTEM DIAG. REPLACED THROTTLE BODY & RECHECKED | | | | | | | | | | | | | | | | | | | | | | |
| 3FAHP0HG6AR [REDACTED] | DE | C/DE | F | C/FA | * | C/A | A3 | C/W6 | C/SG | 15-08-09 | 07-10-09 | 116536 | USA | 1 | 6Y20 | * | TAP1 | * | F09 | SXX | V99 | A95 | 82 |
| AWS Claim Key: | 58823 | Doc #: | 36923002 | Trx Code: | TAP1 | Labor Hrs: | 0 | Labor Cost: | 0 | Material Cost: | 0 | Total Cost: | 28 | | | | | | | | | | |
| Dir Cd-Sub Cd: | 01228* | Name: | CARMAN FORD, INC. | Ph: | 302-3212300 | St: | DE | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | 20-OCT-09 | DIST(Mile): | 959 | | | | | | | | |
| Cust Comments: | T.A.P. ALLOWANCE | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | TRANSPORTATION ASSISTANCE PROGRAM 1 DAY TAP | | | | | | | | | | | | | | | | | | | | | | |
| 3FAHP0HG6AR [REDACTED] | DE | C/DE | F | C/FA | * | C/A | A3 | C/W6 | C/SG | 15-08-09 | 07-10-09 | 116536 | USA | 5 | 2G05 | * | RECAL | * | F04 | S11 | V48 | P99 | 04 |
| AWS Claim Key: | 175970 | Doc #: | 36972301 | Trx Code: | 2 | Labor Hrs: | 3 | Labor Cost: | 26.07 | Material Cost: | 0 | Total Cost: | 26.07 | | | | | | | | | | |
| Dir Cd-Sub Cd: | 01228* | Name: | CARMAN FORD, INC. | Ph: | 302-3212300 | St: | DE | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | 08-FEB-10 | DIST(Mile): | 5775 | | | | | | | | |

From: TA10 100.0 258771 2129081050 Page 4/27 Date: 10/11/2010 3:27:15 PM

C9;
 Cust Comments: CUSTOMER STATES CAR WAS AT 53 MPH AND RPMS WERE AT 3500 WOULD NOT SHIFT INTO NEXT GEAR MANUALLY OR AUTOMATICALLY
 Tech Comments: P0904 CAUSAL RECAL PERFORMED WDS DIAG & PINPOINTS REPROGRAMMED PCM PER ISS #09 18 03 & RECHECKED

3FAHP0HG6AR [REDACTED] DE C/DE F C/FA * C/A A3 C/W6 C/SG 15-08-09 07-10-09 116536 USA 8 * * * * F09 SXX V00 * *
 AWS Claim Key: 471487 Doc #: 25076203 Trx Code: 10B15 Labor Hrs: 6 Labor Cost: 48.18 Material Cost: 0 Total Cost: 48.18
 Dir Cd-Sub Cd: 01215-* Name: WINNER FORD OF DOVER, LTD Ph: 302-7340444 St: DE Ctry Cd: USA Reg Cd: NA Repr Date: 18-MAY-10 DIST(Mile):10801
 Cust Comments: PERFORM OPEN CAMPAIGN 10B15
 Tech Comments: VERIFIED OPEN CAMPAIGN PERFORMED OPEN CAMPAIGN 10B15 RECALIBRATE PCM AND PERFORM TRANSMISSION LOAD TEST

3FAHP0HG6AR [REDACTED] DE C/DE F C/FA * C/A A3 C/W6 C/SG 15-08-09 07-10-09 16536 USA 8 6R09 AESZ 14B321 A F04 S11 V48 P58 42
 AWS Claim Key: 471488 Doc #: 26076201 Trx Code: 2 Labor Hrs: 8 Labor Cost: 64.24 Material Cost: 260.74 Total Cost: 324.98
 Dir Cd-Sub Cd: 01215-* Name: WINNER FORD OF DOVER, LTD Ph: 302-7340444 St: DE Ctry Cd: USA Reg Cd: NA Repr Date: 18-MAY-10 DIST(Mile):10801
 Cust Comments: CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING AT 45MPH THEN WRENCH LIGHT CAME ON, RPMS PEG OUT AT 5K
 Tech Comments: TEST ON IDS, CODE C1963 CONTACT HOTLINE ID#103769775 MONITOR WHEEL ANGLE SENSOR AND YAW SENSOR RATE PIDS, PID NOT STEADY REPLACED YAW SENSOR AND PROGRAM RCM, TEST DRIVE, OK

3FAHP0HG6AR [REDACTED] DE C/DE F C/FA * C/A A3 C/W6 C/SG 15-08-09 07-10-09 116536 USA 9 2G05 * RECALEM * F04 S11 V40 D11 04
 AWS Claim Key: 701278 Doc #: 26327601 Trx Code: S07 Labor Hrs: 3 Labor Cost: 24.77 Material Cost: 0 Total Cost: 24.77
 Dir Cd-Sub Cd: 01215-* Name: WINNER FORD OF DOVER, LTD Ph: 302-7340444 St: DE Ctry Cd: USA Reg Cd: NA Repr Date: 22-JUN-10 DIST(Mile):13509
 Cust Comments: INTERMITTANTLY ENGINE IDLE WILL RACE TO 3700 RPMS ON INCLINE MAINLY WHEN CRUISE CONTROL IS ON
 Tech Comments: UNABLE TO VERIFY CONCERN FOUND APPLICABLE TSB ON RELATED CONCERN PERFORMED TSB 10 12 12 ROADTESTED, UNABLE TO REPRODUCE

3FAHP0HG6AR [REDACTED] DE C/DE F C/FA * C/A A3 C/W6 C/SG 15-08-09 07-10-09 116536 USA 9 6Y20 * TAPI * F09 SXX V99 A99 82
 AWS Claim Key: 710348 Doc #: 26327603 Trx Code: TAPI Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 55.04
 Dir Cd-Sub Cd: 01215-* Name: WINNER FORD OF DOVER, LTD Ph: 302-7340444 St: DE Ctry Cd: USA Reg Cd: NA Repr Date: 22-JUN-10 DIST(Mile):12305
 Cust Comments: PROVIDED COURTESY TRANSPORTATION
 Tech Comments: TRANSPORTATION ASSISTANCE PROGRAM LOANER PROVIDED DURING REPAIRS ENTERPRISE INV#795679

3FAHP0HG6AR [REDACTED] DE C/DE F C/FA * C/A A3 C/W6 C/SG 15-08-09 07-10-09 116536 USA 10 3A04 9L82 7A100 C F04 S11 V48 P59 42
 AWS Claim Key: 1026899 Doc #: 26327601 Trx Code: S07 Labor Hrs: 5.7 Labor Cost: 478.34 Material Cost: 952.22 Total Cost: 1422.76
 Dir Cd-Sub Cd: 01215-* Name: WINNER FORD OF DOVER, LTD Ph: 302-7340444 St: DE Ctry Cd: USA Reg Cd: NA Repr Date: 20-JUL-10 DIST(Mile):12305
 Cust Comments: INTERMITTANTLY ENGINE IDLE WILL RACE TO 3700 RPMS
 Tech Comments: VERIFY, TEST ON IDS, NO CODES, PID MONITOR, HOOK UP RECORDER CUST DROVE TO RECORD READINGS, INNACURATE, TECH DROVE TO RECORD READINGS PERFORM 2DR PLAYBACK OF ROAD TEST, CONTACT HOTLINE ID#103954822, REVIEW RECORDING WITH HOTLINE PER HOTLINE, REPL VALVE BODY, SOLINOID BODY AND OUTPUT SHAFT SPEED SENSOR, RECALIBRATE AND REPROGRAM, PERFORM DRIVE CYCLES, TEST DRIVE OK

From TA 10 100 0 2 58771 2129061050 Page 5/27 Date 10/11/2010 3:27:15 PM

Any comments? You can contact



webmaster

Fax: Oct 5 2010 11:59am P003

BBB AUTO LINE Dealer Report and Repair Order Summary
Please Return To: Paul Gustke Ford Dispute Resolution Specialist
FAX 1-866-637-1355 or e-mail to: pgustke@ford.com

Attn: Service Manager - Immediate Action Required

Name: Paul Gustke Your Phone number: 1-866-567-6518 ext 7240

Dealership Name: Winner Ford of Dover

BBB Case Open Date: 09/17/2010 CuDL Case Number: 458701230

FCSD Zone Manager's Name:

Customer's Name: [REDACTED]

VIN: 3FAHP0HG8AR [REDACTED] Make/Model/Year: 2010 Fusion Mileage:

- 1) Have you or someone from your department spoken with the customer, inspected, and/or test driven the vehicle for/about the **concern(s) listed on customer's application?** (Please summarize conversations, dates, offers made, actions taken and the name of dealership personnel): Yes No

Holly Johnson (SVC mgr) and Charles Yedinek (Shop foreman) first originally called in @ beginning of May w/ concern Explained concern offered to schedule appointment. He stated he did not want to come in til we spoke to an engineer. We checked for TSB's on concern Nothing really found @ time. Cust agreed to drop off and car provided for loaner

- 2) Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes? Yes No
If yes, please explain and if you know this vehicle is part of a fleet of 3 or more vehicles owned by this customer?

- 3) Does this vehicle have a performance chip, lift kit, or other aftermarket accessories that are or have contributed toward the warranty defect? If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, and specifications before/after; how did this aftermarket part affect factory installed parts/equipment? Take and send pictures if available:

NO

- 4) Does this vehicle show signs of abuse, miss use or lack of maintenance? Yes No
If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed specifications before/after and what proof do you have of abuse or lack of maintenance? Take and send pictures if available.

Fax: Oct 5 2010 11:59am P004/030

BBB AUTO LINE: Dealer Report Form - Page 2 of 3

5) Has the Technical Hotline been contacted? yes If yes, provide Dates and CQIS Tech Hotline #?

What direction or advice did the Hotline representative(s) provide?
Install VDR to record concern. Concern eventually duplicated and recorded by customer. Cust returned left vehicle loaner provided. per techline after reviewing info on VDR replace valve body, solenoid body, and output shaft speed sensor.

6) Has a Ford Market Area Team member (Zone Manager, FSE or CRC Customer Care Specialist) been involved? Yes No

If yes, indicate name of personnel and their involvement with you and this customer?

7.) Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? Yes No

If No, what concerns remains un-resolve?

a) Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below. Yes No

b) Did you test drive the vehicle with the customer (s)? Yes No

Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic?

8) Was the customer offered a free service loaner or other courtesy transportation during service? Yes No

How many different repair visits? 3

Total number of days the customer was provided a free/complimentary loaner or rental? 22

Fax: Oct 5 2010 11:59am P005/030

BBB AUTO LINE: Dealer Report Form - Page 3 of 3

9.) Total number of days the vehicle been out of service for Ford warranty repairs at your dealership?

22

This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

10.) What additional actions, if any, have been taken to assist with the customer's concern(s)?

11) Did the customer ask for AWA Financial Assistance/Reimbursement/Refund request? If yes, please explain AWA request, and offer made by the dealership or by Ford representative?

Did the customer accept the goodwill offer or respond with counter offer?

Any additional recommendation?

Signature: Idaly Johnson

Title: 10/05/10

Date: Svc manager

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

F1WS265273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct 5 2010 12:00pm P006/030

INVOICE NUMBER **F1WS265273**

CUSTOMER NUMBER [REDACTED]

EX: [REDACTED] LAYTON, DE [REDACTED]

[REDACTED]

DIVISION **BETH PRATT** TAG NO. **1737 499**

APORN DATE [REDACTED] LICENSE NO. [REDACTED] RELEASE **12,305**

YEAR / MAKE / MODEL **10/FORD/FUSION/4DR SDN I4 SE FWD**

ENGINE ID NO. **3 FAHP0HG6AR [REDACTED]**

T. E. NO. [REDACTED] P. O. NO. [REDACTED]

COLOR **SANGRIA RED** STOCK NO. **AR [REDACTED]**

COMMENTS

DELIVERY MILES **233** SELLING DEALER NO. **10374**

D. DATE **07/20/10** INVOICE DATE **09/02/10**

SPRINT NUMBER [REDACTED] DELIVERY DATE **10/07/09**

MO: **12309** PRODUCTION DATE [REDACTED]

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. (SEE BACK)

JOB# 1 CHARGES-----

LABOR

| TECH# | DATE | START | FINISH | ACT | TIME | DESCRIPTION |
|-----------------|----------|-------|--------|------|------|----------------------|
| 1365 | 08/17/10 | 17.00 | 17.00 | 0.00 | 0.00 | FINISHED |
| 1365 | 08/31/10 | 0.00 | 0.00 | 0.00 | 5.70 | ENTERED IN INVOICING |
| TOTAL TECH TIME | | | | 0.00 | 5.70 | |

INTERMITTANTLY ENGINE IDLE WILL RACE TO 3700 RPMS
 VERIFY, TEST ON IDS, NO CODES, PID MONITOR, HOOK UP RECORDER
 CUST DROVE TO RECORD READINGS. INACCURATE, TECH DROVE TO RECORD READINGS. PERFORM PCR PLAYBACK OF ROAD TEST, CONTACT HOTLINE ID#103954822. REVIEW RECORDING WITH HOTLINE. PER HOTLINE, REPL VALVE BODY, SOLINOID BODY AND OUTPUT SHAFT SPEED SENSOR. RECALIBRATE AND REPROGRAM, PERFORM DRIVE CYCLES, TEST DRIVE OK

PARTS-----

| QTY | FP NUMBER | DESCRIPTION | U/COST | E/COST | U/PRICE | E/PRICE |
|-------------|--------------|-------------|--------|--------|---------|---------|
| 1 | 9LBZ-7A100-C | CONTROL | 177.20 | 177.20 | 248.08 | 248.08 |
| 1 | ALBZ-7G391-A | SOLENOI | 429.46 | 429.46 | 601.24 | 601.24 |
| 1 | 9LBZ-7H103-B | SENSOR | 13.89 | 13.89 | 19.45 | 19.45 |
| 1 | TA-31 | SEALANT | 11.99 | 11.99 | 16.79 | 16.79 |
| 12 | XT-10-QLVC | OIL - A | 3.47 | 41.64 | 4.86 | 58.32 |
| 1 | 9LBZ-7Z490-B | PLATE A | 5.97 | 5.97 | 8.36 | 8.36 |
| COST TOTAL | | | 680.15 | | | |
| TOTAL PARTS | | | | | 952.24 | |

JOB# 1 TOTALS-----

| | |
|-------|--------|
| LABOR | 470.54 |
| PARTS | 952.24 |

JOB# 6 CHARGES-----

JOB# 1 JOURNAL PREFIX FINS JOB# 1 TOTAL 1422.78

LABOR

| TECH# | DATE | START | FINISH | ACT | TIME | DESCRIPTION |
|-----------------|----------|-------|--------|------|------|----------------------|
| 9999 | 08/19/10 | 0.00 | 0.00 | 0.00 | 0.00 | ENTERED IN INVOICING |
| TOTAL TECH TIME | | | | 0.00 | 0.00 | |

PROVIDED CUSTOMER COURTESY TRANSPORTATION
 TRANSPORTATION ASSISTANCE PROGRAM
 ENTERPRISE RENTAL, INV796629, 7 DAYS. EXTENSIVE ROAD TESTING
 BY TECH WITH RECORDER TO DUPLICATE/VERIFY PROBLEM. 7/20 TO 7/27. RENTAL INV797082, 13 DAYS, 8/4 TO 8/17. PERFORM DIAGNOSIS OF READINGS WITH HOTLINE, ORDER PARTS AND REPAIR VEHICLE.

SUBLET-----

| PO# | VEND INV# | INV. DATE | DESCRIPTION | TOTAL | SUBLET |
|--------------|-----------|-----------|------------------------|--------|--------|
| 63136 | | 08/17/10 | INV/796620, INV/797082 | 551.20 | 551.20 |
| TOTAL SUBLET | | | | | 551.20 |

JOB# 6 TOTALS-----

| | |
|---|--------|
| SUBLET | 551.20 |
| JOB# 6 JOURNAL PREFIX FINS JOB# 6 TOTAL | 551.20 |

From: TA:10.100.0.2:58771.2129061050 Page: 17 Date: 10/11/2010 3:27:17 PM

F1WS265273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct. 5 2010 12:00pm PO07/030

INVOICE NUMBER **F1WS265273**

CUSTOMER NUMBER [REDACTED]

[REDACTED]

[REDACTED]

CLAYTON, DE [REDACTED]

Fax:

[REDACTED]

SALESMAN **BETH PRATT** TAG NO. **1737** **499**

ABOR RATE LICENSE NO. MILEAGE **12,305**

PART MAKE / MODEL **10/FORD/FUSION/4DR SDN I4 SE FWD**

ENGINE ID NO. **3FAHP0HG6AR** [REDACTED]

Y. E. NO. F.O. NO.

COLOR **SANGRIA RED** STOCK NO. **AR** [REDACTED]

COMMENTS

DELIVERY MILE **233** SELLING DEALER NO. **10374**

INVOICE DATE **07/20/10** INVOICE DATE **09/02/10**

PRINT NUMBER DELIVERY DATE **10/07/09**

MO: **12309** PRODUCTION DATE

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COMMENTS-----
CUSTOMER ORIGINALLY BROUGHT VEHICLE INTO SHOP ON 07/12/10 TO HAVE IDS INSTALLED. IDS FAILED AND CUSTOMER RETURNED ON 7/20/10 TO HAVE IDS REPAIRED. AT THAT TIME DECIDED TO KEEP CAR FOR TESTING FROM 7/20/10 TO 7/27/10. CUSTOMER WAS ABLE TO RETRIEVE A RECORDING ON 7/28/10. VEHICLE WAS SCHEDULED BACK IN FOR SERVICE ON 8/5/10 TO 8/17 ON 8/5/10 DOWNLOADED INFORMATION FROM IDS SENT INFORMATION TO TECH LINE FOR SUPPORT. PER TECH LINE SUPPORT ORDERED AND REPLACED VALVE BODY, SOLENOID BODY, AND OUTPUT SHAFT SPEED SENSORS. ROAD TEST VEHICLE AFTER COMPONENTS REPLACED, UNABLE TO VERIFY ANY ISSUES WITH THE VEHICLE.

R/O TAX 0.00
R/O TOTALS 1973.98

WARRANTY CLAIM DETAIL TOTALS-----

CLAIM# TOTAL
2 1422.76
551.20
CLAIM TOTALS 1973.96

APPROVED BY SIGNATURE

DCS AUDIT SLIP-----
DCS DATA FILE: FDLWLF.521

RO NUMBER: 265273 REPAIR NUMBER: 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N

VIN: 3FAHP0HG6A [REDACTED]
REPAIR DATE: 07/20/2010
DISTANCE: 12305 LICENSE STATE: DE
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 9692 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: P09 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 42

APPROVAL CODE 1:
APPROVAL CODE 2:

| LINE | PART NUMBER | NO. PREFIX | BASE/FINIS | SUFFIX | QTY | PRICE | PART | MARKUP | CAUSAL EXCLUDE | CORE | AMOUNT | INV NO. |
|------|-----------------------------------|------------|------------|--------|------|--------|------|--------|----------------|------|--------|---------|
| 001 | 9LBZ 7A100 | C | | | 1.00 | 177.20 | X | | | | .00 | |
| | EXT. PART AMT WITH MARKUP: 249.08 | | | | | | | | | | | |
| 002 | ALBZ 7G391 | A | | | 1.00 | 429.46 | | | | | .00 | |
| | EXT. PART AMT WITH MARKUP: 801.24 | | | | | | | | | | | |
| 003 | 9LBZ 7H103 | B | | | 1.00 | 13.89 | | | | | .00 | |

F1WS265273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct. 5, 2010 12:00pm P008/030

INVOICE NUMBER **F1WS265273**

CUSTOMER NUMBER [REDACTED]

CLAYTON, DE [REDACTED]

BUYER **BETH PRATT** TAG NO **499**

LABOR RATE LICENSE NO. MILEAGE **12,305**

YEAR / MAKE / MODEL **10/FORD/FUSION/4DR SDN I4 SE FWD**

VEHICLE ID NO. **3FAHP0HG6AR [REDACTED]**

COLOR **SANGRIA RED** STOCK NO. **AR [REDACTED]**

DELIVERY MILE **233** SELLER DEALER NO. **10374**

Q.O. DATE **07/20/10** INVOICE DATE **09/02/10**

DELIVERY DATE **10/07/09**

MO: **12309** PRODUCTION DATE

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| | | | | | | | |
|----------|----------------------------|---------|---------|--------------|-------------|------------|--------------|
| 004 | EXT. PART AMT WITH MARKUP: | 19.45 | | | | | |
| | TA 31 | 1.00 | 11.99 | | | | .00 |
| 005 | EXT. PART AMT WITH MARKUP: | 16.79 | | | | | .00 |
| | XT 10 QLVG | 12.00 | 3.47 | | | | |
| | EXT. PART AMT WITH MARKUP: | 58.30 | | | | | |
| LINE NO. | PART NUMBER | CAUSAL | ENCLD | CORE | | | |
| 006 | 9LBZ 72490 B | QTY | PRICE | PART | MARKUP | AMOUNT | INV NO. |
| | EXT. PART AMT WITH MARKUP: | 1.00 | 5.97 | | | .00 | |
| | | | 8.36 | | | | |
| LINE NO. | LABOR OPERATION | TECH ID | OSL IND | LABOR INV. # | LABOR HOURS | LABOR RATE | LABOR AMOUNT |
| 001 | 7000F10 | 4548 | | | 2.0 | 82.55 | 165.10 |
| 002 | 7000F | 4548 | | | 1.5 | 82.55 | 123.83 |
| 003 | 7395A | 4548 | | | 1.4 | 82.55 | 115.57 |
| 004 | 7395A1 | 4548 | | | .8 | 82.55 | 66.04 |

CUSTOMER COMMENTS
INTERMITTANTLY ENGINE IDLE WILL RACE TO 3700 RPMs

TECH/DLR WRITER COMMENTS
VERIFY TEST ON IDS NO CODES. PID MONITOR. HOOK UP RECORDER CUST DROVE TO RECORD READINGS. INNACURATE. TECH DROVE TO RECORD READINGS. PERFORM PDR PLAYBACK OF ROAD TEST. CONTACT HOTLINE ID#103954822. REVIEW RECORDING WITH HOTLINE. PER HOTLINE, REPL VALVE BODY. SOLINOID BODY AND OUTPUT SHAFT SPEED SENSOR. RECALIBRATE AND REPROGR AM. PERFORM DRIVE CYCLES. TEST DRIVE OK

DIAGNOSTIC CODES(Y/N)? N

| | |
|---------------------------|----------|
| TOTAL PARTS: | 952.22 |
| PARTIAL PARTS INDICATOR: | |
| TOTAL LABOR: | 470.54 |
| PARTIAL LABOR INDICATOR: | |
| TOTAL MISC EXPENSES: | .00 |
| CUSTOMER PARTICIPATION: | .00 |
| DEALER PARTICIPATION: | .00 |
| TOTAL REPAIR: | 1,422.76 |
| PARTIAL REPAIR INDICATOR: | |
| PARTIAL REPAIR MESSAGE: | |

F1WS265273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct 5 2010 12:00 PM P009/030

INVOICE NUMBER F1WS265273
CUSTOMER NUMBER 2000157

CLAYTON, DE

SALES REP BETH PRATT 1737
SALES NO. 499
SALES RATE LICENSE NO. RELEASE
12,305

YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD

VEHICLE ID NO. 3FAHP0HG6AR

T.E. NO. F.O. NO.

COLOR SANGRIA RED STOCK NO. AR

COMMENTS

DELIVERY MILES 233 SELLING DEALER NO. 10374

O. DATE 07/20/10 INVOICE DATE 09/02/10

PRINT NUMBER DELIVERY DATE 10/07/09

MO: 12309 PRODUCTION DATE

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DCS AUDIT SLIP
DCS DATA FILE: FDLMMF.521

RO NUMBER: 265273 REPAIR NUMBER: 06 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 3FAHP0HG6AR
REPAIR DATE: 07/20/2010
DISTANCE: 12305 LICENSE STATE: DE
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 9692 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: TAP1 CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: A99 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 82

APPROVAL CODE 1:
APPROVAL CODE 2:

| LINE | PART NUMBER | CAUSAL EXCLUDE | CCRE | INVT NO. |
|----------------------------|-------------|----------------|------|----------|
| 001 | TAP1 | .00 X | .00 | |
| EXT. PART AMT WITH MARKUP: | | .00 | | |

| LINE | CODE | DAYS | HOURS | INVOICE # | AMOUNT |
|------|------|------|-------|-----------|--------|
| 01 | TAP | 020 | 0 | 796629 | 551.20 |

CUSTOMER COMMENTS
PROVIDED CUSTOMER COURTESY TRANSPORTATION

TECH/CLR WRITER COMMENTS
TRANSPORTATION ASSISTANCE PROGRAM ENTERPRISE RENTAL INV796629, 7 DAYS. EXTENSIVE ROAD TESTING BY TECH WITH RECORDER TO DUPLICATE/VERIFY PROBLEM, 7-20 TO 7-27. RENTAL INV797082, 13 DAYS, 8-4 TO 8-17. PERFORM DIAGNOSIS OF READINGS WITH HOTLINE, ORDER PARTS AND REPAIR VEHICLE.

DIAGNOSTIC CODES(Y/N)? N

| | |
|---------------------------|--------|
| TOTAL PARTS: | .00 |
| PARTIAL PARTS INDICATOR: | |
| TOTAL LABOR: | .00 |
| PARTIAL LABOR INDICATOR: | |
| TOTAL MISC EXPENSES: | 551.20 |
| CUSTOMER PARTICIPATION: | .00 |
| DEALER PARTICIPATION: | .00 |
| TOTAL REPAIR: | 551.20 |
| PARTIAL REPAIR INDICATOR: | |
| PARTIAL REPAIR MESSAGE: | |

***** DUPLICATE INVOICE *****

Fax:

Oct 5 2010 12:01pm P010/030

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19001
PH 302-734-0445

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | PO/MI | TOTAL | OPERATION | OPERATION DESCRIPTION | PO/MI | TOTAL |
|---------------|-----------------------|-------|-------|------------|-----------------------|-------|-------|
| 99FOZ001P | CHG OIL + FILTER | MI | | 99FOZ230P | ROTATE TIRES | MI | |
| 02FOZ1DECLINE | DECLINED REPAIRS | MI | | 02FOZGBATT | GREEN BATTERY | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZRTIRE | RED TIRE | MI | | 02FOZBATT | YELLOW BATTERY | MI | |
| 02FOZYTIRE | YELLOW TIRE | MI | | | | | |

SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|----------|--------------|---------|---------|------------|------|-----------|-----------------------|
| 06/22/10 | 263276 | 12305 | 1336 | 1365 | W | 10FOZ01 | DRIVEABILITY CONCERN |
| | | | | 1365 | I | 00FOZ-99P | INSPECTION |
| | | | | 9999 | W | 70FOZ01 | SUBLET REPAIR |
| 05/18/10 | 260762 | 10801 | 1336 | 1365 | W | 51FOZ01 | BODY ELECT CONCERN |
| | | | | 1365 | I | 30FOZ01 | AUTO TRANS CONCERN |
| | | | | 1365 | W | 51FOZ17 | BODY ELECT RECALL |

SALESPERSON NO. 1317 LEROY H DENNISON

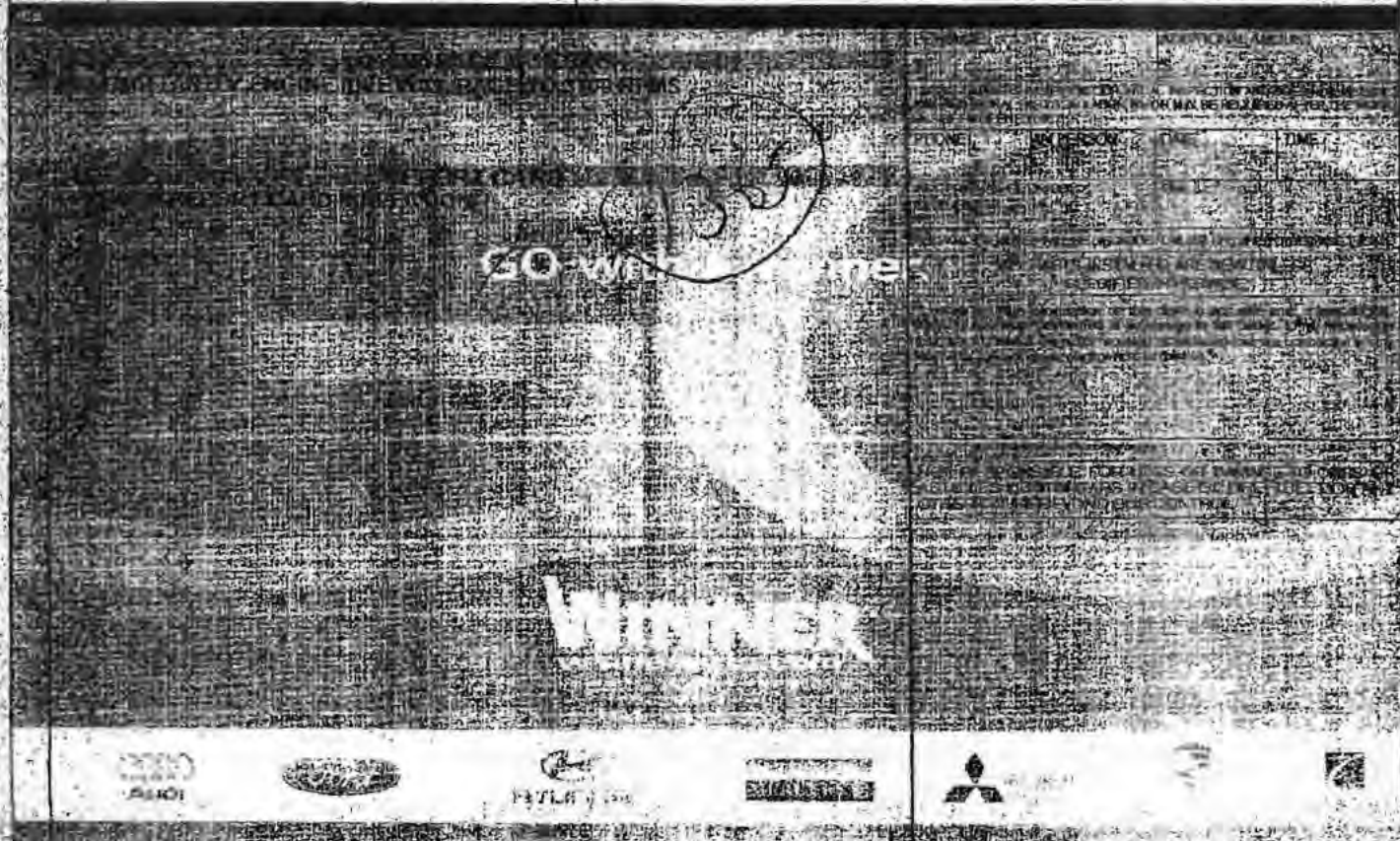
SERVICE

| | | | |
|-----------------------------------|--|----------------------------------|------------------------------------|
| VIN/FID NO. 3FAHP0HG6AR | YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | PRODUCTION DATE AR | STOCK NO. 265273 |
| CUSTOMER NO. 2000157 | SERVICE CONTRACT | DELIVERY DATE 10/07/09 | DELIVERY MILES 233 |
| CLAYTON, DE | COLOR SANGRIA RED MET/M | CONTRACT NO. | SELLING DEALER NO. 10374 |
| TURBO | M/MC F0ZZ | AIR COND. PS | EXPIRATION DATE |
| TRANS | MILEAGE 12,305 | ADVISOR NO. 1737 | EXPIRATION MILES 309 |
| ADVISOR | BETH PRATT | | |

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an appropriate mechanic lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.

APPOINTMENT: Yes No

LABOR RATE: **4**



STATE INSPECTION INFORMATION

EMP NO

STATE INS. REPAIRS

Oct 5 2010 12:02pm P011/030

| | | | |
|----|---------------|----|--|
| LF | WHEELS PULLED | LF | |
| RF | | RF | |
| LR | | LR | |
| RR | | RR | |

STICKER #

OLD MILEAGE

SIGNATURE

TIME CLOCK

MECHANICS FINDINGS AND REMARKS

A COMPLAINT -

CAUSE -

Check for codes - No codes

CORRECTION -

Test drive 70 miles

B COMPLAINT -

CAUSE -

Problem Not Duplicated
Check OASIS for SSN + TSB - None

CORRECTION -

Contact Field Service Engineer (Gene Strawn)

C COMPLAINT -

CAUSE -

He recommended to install VDR in vehicle until problem is caught

CORRECTION -

D COMPLAINT -

CAUSE -

Install VDR 7/27/10 @ 8:35 AM

CORRECTION -

FLAG

FLAG

FLAG

FLAG

FLAG

FLAG

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

F1WS263276

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct 5 2010 12:02pm P012/030

INVOICE NUMBER **F1WS263276**

CUSTOMER NUMBER **2000157**

CLAYTON, DE

ASSEMBLER **HOLLY JOHNSON** TAG NO. **1336 632**

LABOR RATE **12,305**

YEAR / MAKE / MODEL **10/FORD/FUSION/4DR SDN I4 SE FWD**

VEHICLE ID NO. **3FAHP0HG6AR**

FINISH NO. **SANGRIA RED** STOCK NO. **AR**

DELIVERY MILE **233** BILLING DEALER NO. **10374**

R.O. DATE **06/22/10** INVOICE DATE **06/30/10**

REPRINT NUMBER **NO: 12305** DELIVERY DATE **10/07/09**

PRODUCTION DATE

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JOB# 1 CHARGES

| TECH# | DATE | START | FINISH | ACT | TIME | DESCRIPTION |
|-----------------|----------|-------|--------|------|------|-----------------------|
| 1365 | 06/30/10 | 17.10 | 17.10 | 0.00 | 0.30 | OVERRIDE IN INVOICING |
| 1365 | 06/25/10 | 0.00 | 0.00 | 0.00 | | FINISHED |
| TOTAL TECH TIME | | | | 0.00 | 0.30 | |

INTERMITTANTLY ENGINE IDLE WILL RACE TO 3700 RPM ON INCLINE MAINLY WHEN CRUISE CONTROL IS ON
UNABLE TO VERIFY CONCERN
FOUND APPLICABLE TSB ON RELATED CONCERN
PERFORMED TSB 10-12-12
ROADTESTED, UNABLE TO REPRODUCE

| SUBLET | PO# | VEND INV# | INV DATE | DESCRIPTION | TOTAL - SUBLET |
|----------------|-------|-----------|----------|----------------|----------------|
| | 61563 | | 06/25/10 | TWO DAY LOANER | 0.00 |
| TOTAL - SUBLET | | | | | 0.00 |

JOB# 1 TOTALS **PAID JUN 30 2010** LABOR 24.77

JOB# 3 CHARGES

| TECH# | DATE | START | FINISH | ACT | TIME | DESCRIPTION |
|-----------------|----------|-------|--------|------|------|----------------------|
| 9999 | 06/25/10 | 0.00 | 0.00 | 0.00 | 0.00 | ENTERED IN INVOICING |
| TOTAL TECH TIME | | | | 0.00 | 0.00 | |

PROVIDED COURTESY TRANSPORTATION
TRANSPORTATION ASSISTANCE PROGRAM
LOANER PROVIDED DURING REPAIRS
ENTERPRISE INV#795679

| SUBLET | PO# | VEND INV# | INV DATE | DESCRIPTION | TOTAL - SUBLET |
|----------------|-------|-----------|----------|--------------|----------------|
| | 61563 | | 06/25/10 | 2 DAY RENTAL | 55.04 |
| TOTAL - SUBLET | | | | | 55.04 |

JOB# 3 TOTALS **R/VW 6/30** SUBLET 55.04

JOB# 3 JOURNAL PREFIX FLWS JOB# 3 TOTAL 55.04
R/O TAX 0.00
R/O TOTALS 79.81

WARRANTY CLAIM DETAIL TOTALS

| CLAIM# | TOTAL |
|--------------|-------|
| 263276-01 | 24.77 |
| 263276-03 | 55.04 |
| CLAIM TOTALS | 79.81 |

From: TA.10.100.0.2:58771,2129061050 Page: 16/27 Date 10/11/2010 3:27:19 PM

F1WS263276

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct 5 2010 12:02pm P013/030

INVOICE NUMBER F1WS263276
CUSTOMER NUMBER 2000157

Fax: CLAYTON, DE

TELEPHONE PHONE BUSINESS PHONE

ADVISOR HOLLY JOHNSON 1336 TAG NO 632

LABOR RATE LICENSE NO. MILEAGE 12,305

YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD

VEHICLE ID NO. 3FAHP0HG6AR

A.P.E. NO. R.O. NO.

COLOR SANGRIA RED STOCK NO. AR

COMMENTS

DELIVERY MILES 233 SELLERS DEALER NO. 10374

R.O. DATE 06/22/10 INVOICE DATE 06/30/10

REPRINT NUMBER DELIVERY DATE 10/07/09

MO: 12305 PRODUCTION DATE

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. (SEE BACK)

DCS AUDIT SLIP

DCS DATA FILE: FOLWME.168

RO NUMBER: 263276 REPAIR NUMBER: 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N

VIN: 3FAHP0HG6AR
REPAIR DATE: 06/22/2010
DISTANCE: 12305 LICENSE STATE: DE
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 5526 YEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: D11 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 04

APPROVAL CODE 1:
APPROVAL CODE 2:

| LINE NO. | PART NUMBER | QTY | PRICE | CAUSAL EXCLUDE | CORE AMOUNT | INV NO. |
|----------------------------|-------------|-----|-------|----------------|-------------|---------|
| 001 | RECALEM | .00 | .00 | X | .00 | |
| EXT. PART AMT WITH MARKUP: | | | .00 | | | |

| LINE NO. | LABOR OPERATION | TECH ID | OSL IND | LABOR INV. # | LABOR HOURS | LABOR RATE | LABOR AMOUNT |
|----------|-----------------|---------|---------|--------------|-------------|------------|--------------|
| 001 | 101212A | 4548 | | | .3 | 82.55 | 24.77 |

CUSTOMER COMMENTS
INTERMITTANTLY ENGINE IDLE WILL RACE TO 3700 RPMs ON INCLINE MAINLY WHEN CRUISE CONTROL IS ON

CONTROL IS ON
TECH/DLR WRITER COMMENTS
UNABLE TO VERIFY CONCERN FOUND APPLICABLE TSB ON RELATED CONCERN PERFORMED TSB 10-12-12 ROADTESTED; UNABLE TO REPRODUCE

DIAGNOSTIC CODES(Y/N)? N

| | |
|---------------------------|-------|
| TOTAL PARTS: | .00 |
| PARTIAL PARTS INDICATOR= | |
| TOTAL LABOR: | 24.77 |
| PARTIAL LABOR INDICATOR= | |
| TOTAL MISC EXPENSES: | .00 |
| CUSTOMER PARTICIPATION: | .00 |
| DEALER PARTICIPATION: | .00 |
| TOTAL REPAIR: | 24.77 |
| PARTIAL REPAIR INDICATOR= | |
| PARTIAL REPAIR MESSAGE= | |

F1WS263276

WINNER FORD OF DOVER

581 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0448

Oct 5 2010 12:11:03 PM PO14/030

INVOICE NUMBER **F1WS263276**

CUSTOMER NUMBER

CLAYTON, DE

RESIDENCE PHONE BUSINESS PHONE

ADVISOR **HOLLY JOHNSON** TAG NO **1336 632**
LABOR RATE LICENSE NO. MILEAGE **12,305**

YEAR / MAKE / MODEL **10 / FORD / FUSION / 4DR SDN I4 SE FWD**

VEHICLE ID NO **3FAHP0HG6AR**

F.T.E. NO. P.D. NO.

COLOR **SANGRIA RED** STOCK NO. **AR**

COMMENTS

DELIVERY MILES **233** BILLING DEALER NO. **10374**
R.O. DATE **06/22/10** INVOICE DATE **06/30/10**
REPRINT NUMBER DELIVERY DATE **10/07/09**
MO: **12305** PRODUCTION DATE

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DCS AUDIT SLIP

DCS DATA FILE: FDLMMF.168

RO NUMBER: 263276 REPAIR NUMBER: 03 REPAIR TYPE: I
CAUSAL PART FOUND FLAG: N

VLN: 3FAHP0HG6AR
REPAIR DATE: 06/22/2010
DISTANCE: 12305 LICENSE STATE: DE
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID:
SERVICE WRITER ID: 5526 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: TAP1 CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: A99 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 82

APPROVAL CODE 1:
APPROVAL CODE 2:

| LINE NO. | PART NUMBER | CAUSAL EXCLUDE | CORE | INVT NO. |
|----------------------------|-------------|----------------|------|----------|
| 001 | TAP1 | .00 X | .00 | |
| EXT. PART AMT WITH MARKUP: | | .00 | | |

| LINE NO. | CODE | DAYS | HOURS | INVOICE # | AMOUNT |
|----------|------|------|-------|-----------|--------|
| 01 | TAP | 002 | .0 | 795679 | 55.04 |

CUSTOMER COMMENTS
PROVIDED COURTESY TRANSPORTATION

TECH/DLR WRITER COMMENTS
TRANSPORTATION ASSISTANCE PROGRAM LOANER PROVIDED DURING REPAIRS ENTERPRISE I
NV#795679

DIAGNOSTIC CODES(Y/N)? N

| | |
|---------------------------|-------|
| TOTAL PARTS: | .00 |
| PARTIAL PARTS INDICATOR: | |
| TOTAL LABOR: | .00 |
| PARTIAL LABOR INDICATOR: | |
| TOTAL MISC EXPENSES: | 55.04 |
| CUSTOMER PARTICIPATION: | .00 |
| DEALER PARTICIPATION: | .00 |
| TOTAL REPAIR: | 55.04 |
| PARTIAL REPAIR INDICATOR: | |
| PARTIAL REPAIR MESSAGE: | |

Fax:

Oct 5 2010 12:03am P015/030

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | (Q/M) | TOTAL | OPERATION | OPERATION DESCRIPTION | (Q/M) | TOTAL |
|---------------|-----------------------|-------|-------|------------|-----------------------|-------|-------|
| 99FOZ06IP | CHG OIL + FILTER | MI | | 99FOZ230P | ROTATE TIRES | MI | |
| 02FOZ1DECLINE | DECLINED REPAIRS | MI | | 02FOZGBATT | GREEN BATTERY | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZRTIRE | RED TIRE | MI | | 02FOZYBATT | YELLOW BATTERY | MI | |
| 02FOZYTIRE | YELLOW TIRE | MI | | | | | |

SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|----------|--------------|---------|---------|------------|------|-----------|-----------------------|
| 06/22/10 | 263276 | 12305 | 1336 | 1365 | W | 10FOZ01 | DRIVEABILITY CONCERN |
| | | | | 1365 | I | 00FOZ-99P | INSPECTION |
| 05/18/10 | 260762 | 10801 | 1336 | 9999 | W | 70FOZ01 | SUBLET REPAIR |
| | | | | 1365 | W | 51FOZ01 | BODY ELECT CONCERN |
| | | | | 1365 | I | 30FOZ01 | AUTO TRANS CONCERN |
| | | | | 1365 | W | 51FOZ17 | BODY ELECT RECALL |

SALESPERSON NO. 1317 LEROY H DENNISON

SERVICE

| | | | | | |
|-------------------------------------|--|--------------------------------------|-------------------------------|-----------------------------------|------------------------------|
| VEHICLE ID NO 3FAHP0HG6AR | YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SON I4 SE FWD | PRODUCTION DATE AR | STOCK NO [REDACTED] | LICENSE NO [REDACTED] | E.O. NO 265273 |
| CUSTOMER NO 2000157 | SERVICE CONTRACT [REDACTED] | DELIVERY DATE 10/07/09 | DELIVERY MILES 233 | SELLING DEALER NO 10374 | E.O. DATE 07/20/10 |
| COLOR SANGRIA RED MET/M | CONTRACT NO. [REDACTED] | ESTIMATION DATE [REDACTED] | OPERATION MILES 499 | | |
| TURBO FOZZ | AWC [REDACTED] | AIR COND. [REDACTED] | PS. [REDACTED] | TRANS. [REDACTED] | MILEAGE 12,305 |
| | | | | | ADVISOR NO 1737 |
| | | | | | ADVISOR BETH PRATT |

I hereby authorize the work and/or parts to be done by you, together with the handling by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason that you neither assume or authorize any other person to assume for you any liability connected with such repair, and you shall not be responsible for loss or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control, but an express mechanic's lien is hereby established on the above vehicle to secure the amount of repairs made. All your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or servicing such vehicle.

APPOINTMENT: YES NO

LABOR RATE: _____

APPROVED: **05:10pm** DATE TIME CHANGED: **07/20/10** TIME: **07:00pm** PRIORITY: **4**

X

GO WILD

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

450

PAGE 1 OF 1

REPRINT # 2

CUSTOMER COPY

265273

Oct 5 2010 12:04pm PO167030

| | | |
|----|---------------|----|
| LF | WHEELS PULLED | LF |
| RF | | RF |
| LR | | LR |
| RR | | RR |

[Handwritten signature]
 13292
 07110
 8-12-9

| EMPLOYEE | STICKER # | OLD MILEAGE | SIGNATURE | TIME CLOCK |
|----------|-----------|-------------|-----------|------------|
|----------|-----------|-------------|-----------|------------|

| MECHANICS FINDINGS AND REMARKS | | | | TIME CLOCK |
|--------------------------------|--------------|---|---------------------------|------------|
| A | COMPLAINT - | Chk and | | OFF |
| | CAUSE - | Pin on SDS / No codes | (1325) | ON |
| | | Spit monitor (Trans. Prob) | | OFF |
| | CORRECTION - | Hook up recorder + send out with codes | | ON |
| B | COMPLAINT - | Reason VDR playback of road test | | OFF |
| | CAUSE - | Contact Holmes | | ON |
| | | Go over recording with Holmes | | OFF |
| | CORRECTION - | | | ON |
| C | COMPLAINT - | Repha Valve body, solenoid high to output | | OFF |
| | CAUSE - | Shift speed sensor per Holmes | | ON |
| | | Recalibrate + reprogram Shift solenoid | | OFF |
| | CORRECTION - | Repha Drive Cycle | 7000F10 (2.0) 055 | ON |
| D | COMPLAINT - | For drive 1st | 7000F (1.5) D129 | OFF |
| | CAUSE - | | 7396A (1.4) R+I PAR | ON |
| | | | 7396A (1.2) | OFF |
| | CORRECTION - | | 7396A1 (1.8) 7A100, 7G391 | ON |
| | | | | OFF |
| | FLAG | | FLAG 5.7 | ON |
| | | | | OFF |
| | FLAG | | FLAG | ON |
| | | | | OFF |
| | FLAG | | FLAG | ON |
| | | | | OFF |

From: TA:10.100.0.2.58771,2129061050 Page: 20/27 Date: 10/11/2010 3:27:21 PM

1362

Fax:

Oct 5 2010 12:04pm PO17/030

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL | OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL |
|---------------|-----------------------|-------|-------|---------------|-----------------------|-------|-------|
| 99FOZ001P | CHG OIL + FILTER | MI | | 99FOZ230P | ROTATE TIRES | MI | |
| 02FOZ1DECLTNE | DECLINED REPAIRS | MI | | 02FOZ1RPTCARD | REPORT CARD | MI | |
| 02FOZGBATT | GREEN BATTERY | MI | | 02FOZGBRK | GREEN BRAKE | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZRBRAKE | RED BRAKE | MI | | 02FOZRTIRE | RED TIRE | MI | |

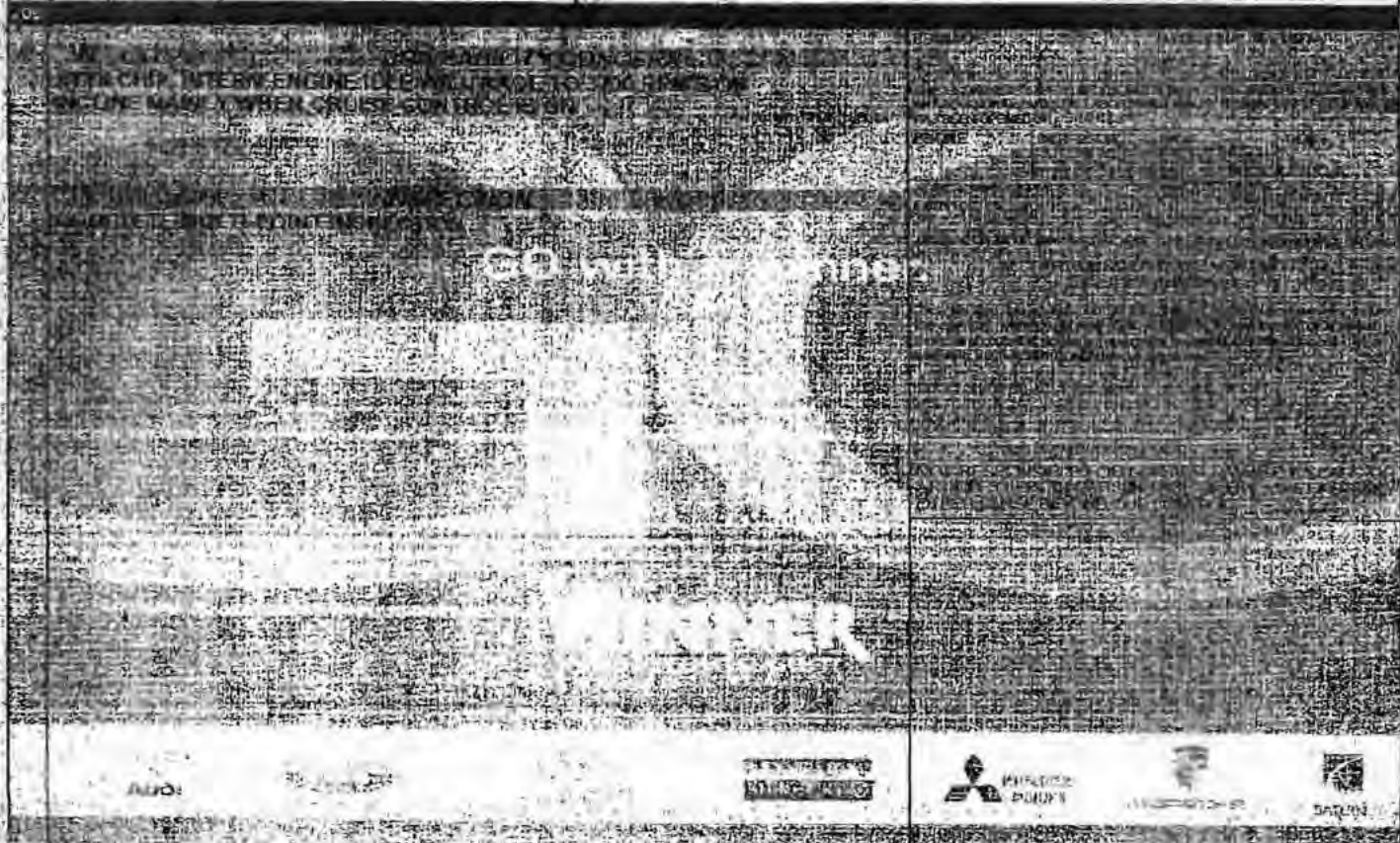
SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|----------|--------------|---------|---------|------------|------|--------------|-----------------------|
| 05/18/10 | 260762 | 10801 | 1336 | 1365 | W | 51FOZ01 | BODY ELECT CONCERN |
| | | | | 1365 | I | 30FOZ01 | AUTO TRANS CONCERN |
| | | | | 1365 | W | 51FOZ17 | BODY ELECT RECALL |
| 02/13/10 | 253661 | 5975 | 1710 | 1694 | I | 00FOZ-2995 | *LOF 29-95 |
| | | | | 1694 | I | 00FOZ-99P | INSPECTION |
| 10/16/09 | 248072 | 800 | 1861 | 5610 | W | 46FOZBALANCE | BALANCE & WHEELS |

SALESPERSON NO: 1317 LEROY H DENNISON

SERVICE

| | | | | | | | |
|---|-------------------|------------------|----------------------------------|-----------------|------------|----------------|------|
| VIN# | 3FARPHG6AR | YEAR/MONTH/MODEL | 10/FORD/FUSION/4DR SDN I4 SE FWD | PRODUCTION DATE | A | LICENSE NO. | 6G83 |
| CUSTOMER NO. | 2000157 | SERVICE CONTRACT | | DELIVERY DATE | 10/07/09 | DELIVERY MILES | 233 |
| SELLING DEALER NO. | 10374 | R.O. DATE | 06/22/10 | CONTRACT NO. | | OPERATION DATE | |
| COLOR | SANGRIA RED MET/M | OPERATION MILES | 632 | TURBO | | M/M/C | FOZZ |
| APPOINTMENT | 05:14pm | 06/22/10 | 07:00pm | 4. | LABOR RATE | | |
| <p>I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delay caused by unavailability or delayed availability of parts or material for any reason; that you neither warrant nor authorize any other person to assume for you any liability in connection with such work; and you shall not be responsible for loss or damage to the above vehicle, or article left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repair charges; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or repairing such vehicle.</p> | | | | | | | |



| STATE INSPECTION INFORMATION | | EMP. NO. | STATE INS. REPAIRS | | |
|--------------------------------|---------------|--------------------------------------|--------------------|------------|-----|
| LF | WHEELS PULLED | LF | | | |
| RF | | RF | | | |
| LR | | LR | | | |
| RR | | RR | | | |
| STICKER # | OLD MILEAGE | SIGNATURE | | TIME CLOCK | |
| MECHANICS FINDINGS AND REMARKS | | | | | |
| A COMPLAINT - | | | | | OFF |
| CAUSE - | | <i>Check at</i> | | | ON |
| CORRECTION - | | <i>Test Drive</i> (1365) | | | OFF |
| B COMPLAINT - | | <i>Problem Not Duplicated</i> | | | ON |
| CAUSE - | | | | | OFF |
| CORRECTION - | | <i>Check again for SSM's + TSB's</i> | | | ON |
| C COMPLAINT - | | <i>Refer TSB 10-12-12</i> | | | OFF |
| CAUSE - | | <i>for possible related concerns</i> | | | ON |
| CORRECTION - | | | | | OFF |
| D COMPLAINT - | | | | | ON |
| CAUSE - | | | | | OFF |
| CORRECTION - | | | | | ON |
| FLAG | | FLAG | | | OFF |
| FLAG | | FLAG | | | ON |
| FLAG | | FLAG | | | OFF |
| FLAG | | FLAG | | | ON |
| FLAG | | FLAG | | | OFF |

PO18/030
5 2010 12:05pm
Oct

Fax:

F1WS260762

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct 5 2010 17:05pm P019/030

SET NUMBER F1WS260762

SALES NUMBER

LYTON, DE

LY JONEDON 1330 605

TRADE LICENSE MILEAGE 10,801

MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD

VEHICLE NO. 3 FAHPDHG6AR

COLOUR SANGRIA RED STOCK NO. AR

DEALER MILES 233 SELLING DEALER NO. 10374

DATE 05/18/10 INVOICE DATE 05/25/10

VEHICLE NUMBER DELIVERY DATE 10/07/09

MO: 10801 PRODUCTION DATE

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JOB# 1 CHARGES

| LABOR | | | | | | |
|--|----------|-------|--------|----------|-------------|-----------------------|
| TECH# | DATE | START | FINISH | ACT TIME | DESCRIPTION | |
| # 1 51FOZ01 BODY ELECT CONCERN HOURS: 0.80 TECH(S): 1365 64.24 | | | | | | |
| 1365 | 05/21/10 | 0.00 | 0.00 | 0.00 | 2.00 | OVERRIDE IN INVOICING |
| 1365 | 05/25/10 | 0.00 | 0.00 | 0.30 | -1.20 | ENTERED IN INVOICING |
| TOTAL TECH TIME | | | | 0.00 | 0.80 | |

CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING AT 45 MPH, THEN WRENCH LIGHT ON-RPM'S PEG OUT AT 5K TEST ON IDS, CODE C1963, CONTACT HOTLINE ID#103769775, MONITOR WHEEL ANGLE SENSOR AND YAW SENSOR RATE PIDS, PID NOT STEADY REPLACED YAW SENSOR AND PROGRAM PCM, TEST DRIVE OK.

| PARTS | QTY | FF NUMBER | DESCRIPTION | U/COST | E/COST | U/PRICE | |
|---------------|-----|---------------|-------------|--------|--------|---------|--------|
| | 1 | AE5Z-148321-A | SENSOR | 186.24 | 186.24 | 260.74 | 260.74 |
| COST TOTAL | | | | 186.24 | 186.24 | | |
| TOTAL - PARTS | | | | | | | 260.74 |

JOB# 1 TOTALS

LABOR 64.24
PARTS 260.74

PAID MAY 26 2010

JOB# 1 JOURNAL PREFIX F1WS JOB# 1 TOTAL 324.98

JOB# 3 CHARGES

| LABOR | | | | | | |
|--|----------|-------|--------|----------|-------------|----------------------|
| TECH# | DATE | START | FINISH | ACT TIME | DESCRIPTION | |
| # 3 51FOZ17 BODY ELECT RECAL HOURS: 0.60 TECH(S): 1365 48.18 | | | | | | |
| 1365 | 05/21/10 | 15.10 | 15.10 | 0.00 | 0.00 | FINISHED |
| 1365 | 05/25/10 | 0.00 | 0.00 | 0.00 | 0.60 | ENTERED IN INVOICING |
| TOTAL TECH TIME | | | | 0.00 | 0.60 | |

PERFORM OPEN CAMPAIGN 10B15
VERIFIED OPEN CAMPAIGN
PERFORMED OPEN CAMPAIGN 10B15
RECALIBRATE PCM AND PERFORM TRANSMISSION LOAD TEST

JOB# 3 TOTALS

LABOR 48.18

JOB# 3 JOURNAL PREFIX F1WS JOB# 3 TOTAL 48.18

R/O TAX 0.00
R/O TOTALS 373.16

WARRANTY CLAIM DETAIL TOTALS

| CLAIM# | TOTAL |
|--------------|--------|
| | 324.98 |
| | 48.18 |
| CLAIM TOTALS | 373.16 |

PAID MAY 26 2010

F1WS260762

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0446

Oct 5 2010 12:05pm P020/030

WORK NUMBER: F1WS260762
CUSTOMER NUMBER: 2000157

Fax: [REDACTED]
[REDACTED] AYTON, DE [REDACTED]

BUYER: [REDACTED] BUSINESS [REDACTED]
NAME: WILLY JOHNSON 1336 505
VIN: [REDACTED]
MILEAGE: 10,801

MODEL: 10/FORD/FUSION/4DR SDN I4 SE FWD
VIN: 3FAHP0HG6AR [REDACTED]
E.O. [REDACTED] P.O. NO. [REDACTED]

COLOR: SANGRIA RED STOCK NO: AR [REDACTED]

DEALER: 233 BELLEVILLE DEALER NO: 10374
DATE: 05/18/10 INVOICE DATE: 05/25/10
RINT NUMBER: DELIVERY DATE: 10/07/09
MO: 10801 PRODUCTION DATE:

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APPROVED BY SIGNATURE

DCS AUDIT SLIP

DCS DATA FILE: FDLMHF.935

RO NUMBER: 260762 REPAIR NUMBER: 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 3FAHP0HG6AR [REDACTED]
REPAIR DATE: 05/18/2010
DISTANCE: 10801 LICENSE STATE: DE
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 5526 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: P09 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 42

APPROVAL CODE 1: P03HW
APPROVAL CODE 2:

| LINE NO. | PART NUMBER | QTY | PRICE | CAUSAL | EXCLUDE | MARKUP | AMOUNT | TAX | NO. |
|-----------------------------------|---------------|------|--------|--------|---------|------------|--------------|-----|-----|
| 005 | AE5Z 140321 A | 1.00 | 186.74 | X | | | .00 | | |
| EXT. PART AMT WITH MARKUP: 260.74 | | | | | | | | | |
| LINE NO. | LABOR | TECH | OSL | LABOR | LABOR | LABOR RATE | LABOR AMOUNT | | |
| | OPERATION | ID | IND | INV. # | HOURS | | | | |
| 001 | 1405601 | 4548 | | | .5 | 80.30 | 40.15 | | |
| 002 | 126500 | 4548 | | | .2 | 80.30 | 16.06 | | |
| 003 | 12650000 | 4548 | | | .1 | 80.30 | 8.03 | | |

CUSTOMER COMMENTS
CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING AT 45MPH. THEN WRENCH LIGHT CAME ON, RPMS PEG OUT AT 5K

TECH/DLR WRITER COMMENTS
LIGHT CAME ON, RPMS PEG OUT AT 5K
TEST ON IDS, CODE C1963, CONTACT HOTLINE ID#103769775, MONITOR WHEEL ANGLE SENSOR A NO YAW SENSOR RATE PIDS, PIO NOT STEADY REPLACED YAW SENSOR AND PROGRAM RCM, TEST DRIVE, OK.

DIAGNOSTIC CODES (Y/N)? Y

MIL ON CODE: N

POWERTRAIN CODES:

KOED:
KOEC:

From: TA:10.100.0.2.58771,2128061050 Page: 24/27 Date: 10/11/2010 3:27:22 PM

F1WS260762

Oct 5 2010 12:08pm P021/030

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19801
PH 302-734-0445

KOER:
BODY:
CHASSIS: C1963
UNDEFINED:
OTHER:

| | |
|---------------------------|--------|
| TOTAL PARTS: | 250.74 |
| PARTIAL PARTS INDICATOR: | |
| TOTAL LABOR: | 64.24 |
| PARTIAL LABOR INDICATOR: | |
| TOTAL MISC EXPENSES: | .00 |
| CUSTOMER PARTICIPATION: | .00 |
| DEALER PARTICIPATION: | .00 |
| TOTAL REPAIR: | 324.98 |
| PARTIAL REPAIR INDICATOR: | |
| PARTIAL REPAIR MESSAGE: | |

INVOICE NUMBER: F1WS260762
 CUSTOMER NUMBER: 2000157

[REDACTED]
 CLAYTON, DE [REDACTED]

Fax:

[REDACTED]

| | | | |
|----------------------------------|-------------|--------------------|--|
| BUYER | | SELLER | |
| POLLY JOHNSON 1336 | | 605 | |
| APR. RATE | LICENSE NO. | MILEAGE | |
| | | 10,801 | |
| CAR / MAKE / MODEL | | | |
| 10/FORD/FUSION/4DR SDN I4 SE FWD | | | |
| VEHICLE ID NO. | | | |
| 3FAHP0HG6AR [REDACTED] | | | |
| T.E. NO. | | P.O. NO. | |
| COLOR | | STOCK NO. | |
| SANGRIA RED | | AR [REDACTED] | |
| EXTRA CHARGES | | | |
| MILEAGE | | SELLING DEALER NO. | |
| 233 | | 10374 | |
| D. DATE | | INVOICE DATE | |
| 05/18/10 | | 05/25/10 | |
| PRINT NUMBER | | DELIVERY DATE | |
| | | 10/07/09 | |
| MO: 10801 | | PRODUCTION DATE | |
| | | | |

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F1WS260762

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19801
PH 302-734-0445

Oct 5 2010 12:06pm P022/070

VEHICLE NUMBER

F1WS260762

REPAIR NUMBER

2000157

[REDACTED]
Fax: AYTON, DE [REDACTED]

[REDACTED]

| | | |
|----------------------------------|--------------------|---------|
| NAME | TEL NO. | TRK NO. |
| JELLY JOHNSON | 1336 | 605 |
| SN RATE | LICENSE NO. | MILEAGE |
| | 10,801 | |
| YEAR/MAKE/MODEL | | |
| 10/FORD/FUSION/4DR SON 14 SE FWD | | |
| VEHICLE NO. | [REDACTED] | |
| 3 FAHPDHG6AR | | |
| DR | STOCK NO. | |
| SANGRIA RED | AR [REDACTED] | |
| VEHICLE MILES | SELLING DEALER NO. | |
| 233 | 10374 | |
| DATE | INVOICE DATE | |
| 05/18/10 | 05/25/10 | |
| UNIT NUMBER | DELIVERY DATE | |
| | 10/07/09 | |
| NO: 10801 | | |

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DCS AUDIT SLIP

DCS DATA FILE: FOLMWF.935

RO NUMBER: 260762 REPAIR NUMBER: 03 REPAIR TYPE: 2
CAUSAL PART FOUND FLAG: 7

VIN: 3FAHPDHG6AR [REDACTED]
REPAIR DATE: 05/18/2010
DISTANCE: 10801 LICENSE STATE: DE
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 5525 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: 10B15
APPROVAL CODE 1:
APPROVAL CODE 2:
REL DAMAGE INDICATOR:
RECALL/CHP LABOR OP CODE:

| LINE NO. | LABOR OPERATION | TECH ID | OSL IND | LABOR ENV | LABOR HOURS | LABOR RATE | LABOR AMOUNT |
|----------|-----------------|---------|---------|-----------|-------------|------------|--------------|
| 001 | 10B15C | 4548 | | | .6 | 80.30 | 48.18 |

CUSTOMER COMMENTS
PERFORM OPEN CAMPAIGN 10B15

TECH/DLR WRITER COMMENTS
VERIFIED OPEN CAMPAIGN PERFORMED OPEN CAMPAIGN 10B15 RECALIBRATE PCN AND PERFORM TRANSMISSION LOAD TEST

DIAGNOSTIC CODES(Y/N)? N

| | |
|---------------------------|-------|
| TOTAL PARTS: | .00 |
| PARTIAL PARTS INDICATOR= | |
| TOTAL LABOR: | 48.18 |
| PARTIAL LABOR INDICATOR= | |
| TOTAL MISC EXPENSES: | .00 |
| CUSTOMER PARTICIPATION: | |
| DEALER PARTICIPATION: | .00 |
| TOTAL REPAIR: | 48.18 |
| PARTIAL REPAIR INDICATOR= | |
| PARTIAL REPAIR MESSAGE= | |

From: TA:10:100.0.2.58771,2129061050 Page: 26/27 Date: 10/11/2010 3:27:23 PM

1365

WINNER FORD OF DOVER
 591 S. DUPONT HWY
 DOVER, DE 19901
 PH 302-734-0445

133

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL | OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL |
|---------------|-----------------------|-------|-------|---------------|-----------------------|-------|-------|
| 99FOZ001P | CHG OIL + FILTER | MI | | 99FOZ230P | ROTATE TIRES | MI | |
| 02FOZ1DECLINE | DECLINED REPAIRS | MI | | 02FOZ1RPTCARD | REPORT CARD | MI | |
| 02FOZGBATT | GREEN BATTERY | MI | | 02FOZGBRK | GREEN BRAKE | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZRBRKE | RED BRAKE | MI | | 02FOZRTIRE | RED TIRE | MI | |

SERVICE HISTORY

| DATE | REPAIR ORDER | MI/LEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|----------|--------------|----------|---------|------------|------|-------------|-----------------------|
| 02/13/10 | 253661 | 5975 | 1710 | 1694 | I | 00FOZ-2995 | *LOF 29.95 |
| 10/16/09 | 246072 | 800 | 1661 | 1694 | I | 00FOZ-99P | INSPECTION |
| 10/08/09 | 245545 | 10 | 1006 | 5610 | W | 46FOBALANCE | BALANCE 4 WHEELS |
| | | | | 1276 | I | 91FOZ07 | INSTALL PAINT SEAL |
| | | | | 1276 | I | 91FOZ18 | FULL DETAIL NEW UNIT |
| 10/06/09 | 245315 | 10 | 1336 | 1728 | I | 75FOZ02 | DLR TRADE INSPECTION |

SALESPERSON NO: 1317 LEROY H DENNISON **S E R V I C E**

| | | | | | |
|---|---|---------------------------|-----------------------|----------------------------|--------------------------|
| VEHICLE ID NO 3FAHP0HG6AR | YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | PRODUCTION DATE AR | STOCK NO | LICENSE NO | PLC NO 260762 |
| CUSTOMER NO 2000157 | SERVICE CONTRACT | DELIVERY DATE 10/07/09 | DELIVERY MILES 233 | SELLING DEALER NO 10374 | PLC DATE 05/18/10 |
| COLOR SANGRIA RED MET/M | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | TAG NO 605 | |
| TURBO FOZZ | M/MC FOZZ | AIR COND. P.S. | TRAINS | MI/LEAGE 10,801 | ADVISOR NO 1336 |
| | | | | | ADVISOR HOLLY JOHNSON |
| I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs therefor; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle. | | | | | |
| TIME RECEIVED 05:03pm | DATE/TIME PROMISED 05/18/10 07:00pm | PRIORITY 4 | LABOR RATE | | |
| APPOINTMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | X | | | | |

CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING AT 45 MPH, THEN WRENCH LIGHT ON-RPM'S PEG OUT AT 5K

| | |
|--|-----------------|
| ESTIMATE | ADDITIONAL INFO |
| THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. | |
| PHONE | IN PERSON |
| DATE | TIME |



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 10/07/2010

Case Number: FRD1025073

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 DE 3FAHP0HG6AR [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 : Fusion

Year : 2010

All parties named above submit to arbitration the following:

* Car irregularly downshifted

The parties have come to agreement on the following:

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

Consumer : Repurchase/Replacement

Manufacturer : Denial

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

Council of Better Business Bureaus, Inc.

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

ATA

CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



QUALITY CARE
Where the Quality Continues



LINCOLN
Mercury



Jeep



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Service - (302) 323-2315
Parts - (302) 323-2311
Body Shop - (302) 323-2310

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1660
Parts - (302) 323-1670

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CELL: [REDACTED]

| | | | | |
|-----------------------------|--|-------------------------|---------------------------------|----------------------------------|
| CUSTOMER NO 95382 | ADVISOR STEVE HUDSON | MO NO 224 807 | INVOICE DATE 10/21/09 | INVOICE NO. FOCS365230 |
| [REDACTED] | LABOR RATE | LICENSE NO | MILEAGE 959 | COLOR |
| CLAYTON, DE | YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | | | DELIVERY DATE |
| | VEHICLE ID NO. 3FAHP0HG6AR [REDACTED] | | | DELIVERY MILES |
| | F.T.E. NO. | P.O. NO. | R.O. DATE 10/20/09 | PRODUCTION DATE |
| RESIDENCE PHONE | COMMENTS | | | MO: 959 |

LABOR & PARTS
1 21002
CUSTOMER STATES CHECK ENGINE LIGHT IS ON
HESITATES ON TIP IN ACCEL
E29/42 CAUSAL #9E926
INSTALLED WDS & TESTED EEC SYSTEM/P2135. PERFORMED PINPOINT
TESTS. FUEL PSI & IGNITION SYSTEM DIAG. REPLACED THROTTLE
BODY & RECHECKED

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|---------|-----|--------------|---------------|-----------------------------|----------|
| JOB # 1 | 1 | 9L8Z-9E926-A | THROTTLE BODY | | |
| | | | | JOB # 1 TOTAL PARTS | 0.00 |
| | | | | JOB # 1 TOTAL LABOR & PARTS | 0.00 |

2 21002
T.A.P. ALLOWANCE
TRANSPORTATION ASSISTANCE PROGRAM
1 DAY TAP

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|-------|-----|-----------|-------------|-----------------------------|----------|
| | | | | JOB # 2 TOTAL PARTS | 0.00 |
| | | | | JOB # 2 TOTAL LABOR & PARTS | 0.00 |

| SUBLET | PO# | VEND | INV# | INV DATE | DESCRIPTION | WARRANTY |
|----------------|--------|------|------|----------|----------------|----------|
| JOB # 2 | 142615 | | | 10/21/09 | 1 DAY FORD TAP | |
| TOTAL - SUBLET | | | | | | 0.00 |

COMMENTS
SHUTTLE
CLOSED 10/28 AH

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CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



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Parts - (302) 323-2311
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196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1680
Parts - (302) 323-1670

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CELL: [REDACTED]

| | | | | | |
|----------------------------|--|-------------|---------------|-----------------------|------------------------|
| CUSTOMER NO. 95382 | ADVISOR STEVE HUDSON | TAG NO. 224 | 6838 | INVOICE DATE 02/08/10 | INVOICE NO. FOC5369723 |
| [REDACTED] | LABOR RATE | LICENSE NO. | MILEAGE 5,776 | COLOR | STOCK NO. |
| CLAYTON, DE | YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | | | DELIVERY DATE | DELIVERY MILES |
| | VEHICLE I.D. NO. 3FAHP0HG6A | | | SELLING DEALER NO. | PRODUCTION DATE |
| | E.T.E. NO. | F.O. NO. | | I.D. DATE 02/08/10 | |
| RESIDENCE PHONE [REDACTED] | COMMENTS | | | | MO: 5776 |

LABOR & PARTS

CUSTOMER STATES CAR WAS AT 55 MPH AND RPMS WERE AT 4500
WOULD NOT SHIFT INTO NEXT GEAR MANUALLY OR AUTOMATICALLY
P09/04 CAUSAL #RECAL
PERFORMED WDS DIAG & PINPOINTS
REPROGRAMMED PCM PER TSB #09-18-03 & RECHECKED

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
CLOSED 2/12 AH

TOTALS

| | | |
|--|-------------------------|-------------|
| ***** | TOTAL LABOR... | 0.00 |
| * | TOTAL PARTS... | 0.00 |
| * YOU MAY RECEIVE A SURVEY FROM FORD MOTOR COMPANY. IF YOU * | | |
| * ARE NOT COMPLETELY SATISFIED PLEASE CONTACT YOUR ADVISOR * | | |
| | TOTAL SUBLET... | 0.00 |
| | TOTAL G.O.B.... | 0.00 |
| | TOTAL MISC CHG. | 0.00 |
| | TOTAL MISC DISC | 0.00 |
| | TOTAL TAX..... | 0.00 |
| | TOTAL INVOICE \$ | 0.00 |

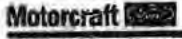
CARMAN COLLISION GUARANTEES ALL BODY AND PAINT REPAIRS
AGAINST WORKMANSHIP AND PRODUCT DEFECTS FOR LIFE TO ORIGINAL
OWNER. ANY QUESTIONS CALL GUY AT 323-2310. THANK YOU

*****IMPORTANT*****
OUR SERVICE DEPARTMENT IS NOW OPEN WEDNESDAY NIGHTS UNTIL
8:00 PM AND SATURDAYS FROM 8:00 AM UNTILL 5:00 PM FOR YOUR
CONVENIENCE

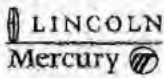
CUSTOMER SIGNATURE

DUPLICATE INVOICE

CARMAN FORD-LINCOLN-MERCURY-CHRYSLER-JEEP-DODGE



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New Castle, DE 19720
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Parts - (302) 323-2311
Body Shop - (302) 323-2310



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New Castle, DE 19720
Service - (302) 323-1680
Parts - (302) 323-1670



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CELL: [REDACTED]

| | | | | | |
|----------------------------|--|------------------------------------|--------------------|-----------------------|------------------------|
| CUSTOMER NO. 95382 | ADVISOR STEVE HUDSON | 224 | TAO NO 5496 | INVOICE DATE 05/06/10 | INVOICE NO. FOC5373179 |
| [REDACTED] | LABOR RATE | LICENSE NO. | MILEAGE 9,917 | COLOR | STOCK NO. |
| CLAYTON, DE [REDACTED] | YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | VEHICLE NO. 3FAHP0HG6AR [REDACTED] | | DELIVERY DATE | DELIVERY MILES |
| RESIDENCE PHONE [REDACTED] | F.Y.E. NO. | R.O. NO. | R.O. DATE 05/03/10 | SELLING DEALER NO. | PRODUCTION DATE |
| COMMENTS | | | | | MO: 9917 |

LABOR & PARTS WARRANTY

CUSTOMER STATES WRENCH LIGHT COMES ON AND RPM'S STAY AT 5000 LIKE IN GRANNY GEAR. TRANS DOES NOT SHIFT CORRECTLY, FEELS SURGING WHEN AT CRUISE. ROADTESTED WITH THE CUSTOMER AND WAS NOT ABLE TO DUPLICATE HIS CONCERN. CUSTOMER TOOK HIS VEHICLE

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

| | | |
|--|-------------------------|-------------|
| ***** IMPORTANT ***** | TOTAL LABOR . . . | 0.00 |
| * YOU MAY RECEIVE A SURVEY FROM FORD MOTOR COMPANY- IF YOU * | TOTAL PARTS . . . | 0.00 |
| * ARE NOT COMPLETELY SATISFIED PLEASE CONTACT YOUR ADVISOR * | 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 |

CARMAN COLLISION GUARANTEES ALL BODY AND PAINT REPAIRS AGAINST WORKMANSHIP AND PRODUCT DEFECTS FOR LIFE TO ORIGINAL OWNER. ANY QUESTIONS CALL GUY AT 323-2310. THANK YOU

***** IMPORTANT *****
OUR SERVICE DEPARTMENT IS NOW OPEN WEDNESDAY NIGHTS UNTIL 8:00 PM AND SATURDAYS FROM 8:00 AM UNTILL 5:00 PM FOR YOUR CONVENIENCE

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

| | | | |
|---|-------------|--------------------|---------------|
| INVOICE NUMBER | | FICS260762 | |
| CUSTOMER NUMBER | | 2000157 | |
| [REDACTED] | | | |
| CLAYTON, DE [REDACTED] | | | |
| [REDACTED] | | | |
| ADVISOR | 1336 | TAG NO. | 605 |
| LABOR RATE | LICENSE NO. | MILEAGE | 10,801 |
| YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | | | |
| VEHICLE NO 3FAHP0HG6AR [REDACTED] | | | |
| F.T.E. NO. | | P.C. [REDACTED] | |
| COLOR | SANGRIA RED | STOCK NO. | AR [REDACTED] |
| COMMENTS | | | |
| DELIVERY MILES | 233 | SELLING DEALER NO. | 10374 |
| R.O. DATE | 05/18/10 | INVOICE DATE | 05/21/10 |
| REPRINT NUMBER | | DELIVERY DATE | 10/07/09 |
| MO: 10801 | | PRODUCTION DATE | |

05843117 (08/07)

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JOB# 1 CHARGES-----

LABOR-----
~~JE 1 51F0Z17~~ BODY ELECT CONCERN HOURS TECH(S) 1365 WARRANTY
 CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING AT 45 MPH, THEN WRENCH LIGHT ON-RPM'S PEG OUT AT 5K. SCANNED ELECTRONICALLY, NO CODES PRESENT. SPOKE TO HOTLING PER HOTLING MONITOR STEERING SENSOR & YAW SENSOR REPLACED. YAW SENSOR =

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|-------|-----|---------------|-------------|---------------|----------|
| | 1 | AE5Z-148321-A | SENSOR | | 0.00 |
| | | | | TOTAL - PARTS | 0.00 |

SUBLET-----PO#-----VEND INV# INV DATE DESCRIPTION-----
 59625 TWO DAYS INTERNAL 0.00
 TOTAL - SUBLET

JOB# 1 TOTALS-----
 JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----
~~JE 2 30E0Z01~~ BODY STRAS CONCERN HOURS TECH(S) 1365 WARRANTY
 WHEN ABOVE OCCURRED TRANS WOULD NOT SHIFT MANUALLY

JOB# 2 TOTALS-----
 JOB# 2 JOURNAL PREFIX FICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
~~JE 3 51F0Z17~~ BODY ELECT RECALL HOURS TECH(S) 1365 WARRANTY
 PERFORM OPEN CAMPAIGN 10B15
 VERIFIED OPEN CAMPAIGN
 PERFORMED OPEN CAMPAIGN 10B15
 RECALIBRATE PCM

JOB# 3 TOTALS-----
 JOB# 3 JOURNAL PREFIX FICS JOB# 3 TOTAL 0.00

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

| | | | |
|--|-------------|--------------------|--|
| INVOICE NUMBER | | F1CS263276 | |
| CUSTOMER NUMBER | | 2000157 | |
| [REDACTED] | | | |
| CLAYTON, DE [REDACTED] | | | |
| RESIDENCE PHONE | | BUSINESS PHONE | |
| [REDACTED] | | | |
| ADRESS | PHONE | PHONE | |
| HOLLY JOHNSON | 1336 | 632 | |
| LABOR RATE | LICENSE NO. | MILEAGE | |
| | | 12,305 | |
| YEAR / MAKE / MODEL | | | |
| 10/FORD/FUSION/4DR SDN I4 SE FWD | | | |
| VEHICLE ID NO | | | |
| 3FAHP0HG6AR [REDACTED] | | | |
| F.T.E. NO. | | P.O. | |
| [REDACTED] | | [REDACTED] | |
| COLOR | STOCK NO. | AR [REDACTED] | |
| COMMENTS | | | |
| [REDACTED] | | | |
| DELIVERY MILES | | SELLING DEALER NO. | |
| 233 | | 10374 | |
| DATE | | INVOICE DATE | |
| 06/22/10 | | 06/25/10 | |
| REPRINT NUMBER | | DELIVERY DATE | |
| [REDACTED] | | 10/07/09 | |
| MO: 12305 | | PRODUCTION DATE | |
| [REDACTED] | | | |
| THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. (SEE BACK) | | | |

JOB# 1 CHARGES-----

LABOR-----
~~4300 TECH(S) 1366~~
 ATTN CHIP. INTERN ENGINE IDLE WILL RACE TO 3700 RPM'S ON INCLINE MAINLY WHEN CRUISE CONTROL IS ON UNABLE TO VERIFY CONCERN FOUND APPLICABLE TSB ON RELATED CONCERN PERFORMED TSB 10-12-12 ROADTESTED, UNABLE TO REPRODUCE

SUBLET----- PO#----- VENDOR INV# INV. DATE DESCRIPTION-----
 61563 06/25/10 TWO DAY LOANER TOTAL - SUBLET WARRANTY 0.00

JOB# 1 TOTALS-----

JOB# 2 CHARGES----- JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 0.00

LABOR-----
~~4300 TECH(S) 1366~~
 COMPLETE MULTI-POINT INSPECTION COMPLETED MULTI-POINT INSPECTION

JOB# 2 TOTALS-----

JOB# 3 CHARGES----- JOB# 2 JOURNAL PREFIX FICS JOB# 2 TOTAL 0.00

LABOR-----
~~4300 TECH(S) 1366~~
 LOANER PROVIDED DURING REPAIRS

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FICS JOB# 3 TOTAL 0.00

FAX 791 9476

F1CS265273

P. 001

F1CS:65273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

| | | |
|-----------------|----------------------------------|--------------------------|
| INVOICE NUMBER | F1CS265273 | |
| CUSTOMER NUMBER | 2000157 | |
| CLAYTON, DE | [REDACTED] | |
| ADVISOR | 1737 | NO. 499 |
| BETH PRATT | | |
| LABOR RATE | 12.305 | MILEAGE |
| YEAR/MAKE/MODEL | 10/FORD/FUSION/4DR SDN I4 SE FWD | |
| VEHICLE ID NO. | 3FAHP0HG6AR [REDACTED] | |
| REG. NO. | [REDACTED] | |
| COLOR | SANGRIA RED | STOCK NO. AR [REDACTED] |
| DELIVERY MILE | 233 | SELLING DEALER NO. 10374 |
| ALD. DATE | 07/20/10 | SERVICE DATE 08/17/10 |
| WARRANTY NUMBER | 10/07/09 | |
| MO: 12309 | PRODU/CREAK DATE | |

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| | | | |
|---|-------------------|-------------|-------------------|
| JOB# 1 CHARGES | | | |
| LABOR | JOB# 1 18F02 | | WARRANTY |
| INTERMITTANTLY ENGINE IDLE WILL RACE TO 3700 RPMS | | | |
| REPLACED VALVE BODY/SELENOIDBODY/OUTPUT SHAFT/SPEED SENSORS | | | |
| REFER TECH LINE ROAD TEST VEH COULD NOT VERIFY ANY FURTHER ISSUE AT THIS TIME | | | |
| PARTS | | | |
| QTY | FP NUMBER | DESCRIPTION | UNIT PRICE |
| 1 | 9L8Z-7A100-C | CONTROL | |
| 1 | M8Z-7G391-A | SOLENOI | |
| 1 | 9L8Z-7H103-B | SENSOR | |
| 1 | 7A-31 | SEALANT | |
| 12 | XT-10-01VC | OIL - A | |
| 1 | 9L8Z-7Z490-B | PLATE A | |
| TOTAL - PARTS | | | 0.00 |
| SUBLET | | | |
| PD# | VENO IN# | INV. DATE | DESCRIPTION |
| 63136 | | 08/03/10 | RENTAL |
| 63136 | | 08/17/10 | THREE DAY RENTAL |
| TOTAL - SUBLET | | | 0.00 |
| JOB# 1 TOTALS | | | |
| JOB# 1 JOURNAL PREFIX F1CS | | | JOB# 1 TOTAL 0.00 |
| JOB# 2 CHARGES | | | |
| LABOR | JOB# 2 91F0Z99P | | INTERNAL |
| REPORT CARD | | | |
| PERFORM REPORT CARD INSPECTION | | | |
| JOB# 2 TOTALS | | | |
| JOB# 2 JOURNAL PREFIX F1CS | | | JOB# 2 TOTAL 0.00 |
| JOB# 3 CHARGES | | | |
| LABOR | JOB# 3 02F0Z8BATT | | INTERNAL |
| GREEN BATTERY | | | |
| BATTERY STATE OF HEALTH-GOOD | | | |
| BATTERY STATE OF HEALTH-GOOD | | | |
| NO RECOMMENDATIONS AT THIS TIME GREEN BATTERY | | | |
| JOB# 3 TOTALS | | | |
| JOB# 3 JOURNAL PREFIX F1CS | | | JOB# 3 TOTAL 0.00 |
| JOB# 4 CHARGES | | | |
| LABOR | JOB# 4 02F0Z8ERK | | INTERNAL |
| GREEN BRAKE | | | |
| BRAKE LINES OVER 5 MM OR 7/32" (DISC) OR OVER 3MM OR 1/32" (DRUM) | | | |
| NO RECOMMENDATIONS AT THIS TIME | | | |
| NO RECOMMENDATIONS AT THIS TIME | | | |

AUG/20/2010/THU 02:49 PM

F1CS265273

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

INVOICE NUMBER

F1CS265273

CUSTOMER NUMBER

2000157

CLAYTON, DE

ADVISOR

BETH PRATT

1737

DEPT NO.

499

LABOR RATE

LICENSE NO.

MILEAGE

12,305

YEAR MAKE / MODEL

10/FORD/FUSION/4DR SDN I4 SE FWD

VEHICLE ID NO.

3FAHP0HG6AR

VEH NO.

F.O. NO.

COLOR

SANGRIA RED

STOCK NO.

AR

COMMENTS

DELIVERY MILE

233

SELLING DEALER NO.

10374

I.O. DATE

07/20/10

INVOICE DATE

08/17/10

REP/PRINT NUMBER

MO: 12309

DELIVERY DATE

10/07/09

PRODUCTION DATE

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS VEHICLE. 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 VEHICLE. SEE DEALER'S WARRANTY BOOK FOR DETAILS.

TOTALS

* [] CASH [] CHECK CR NO. [] *
* [] MASTERCARD/VISA [] DISCOVER *
* [] AMER XPRESS [] OTHER [] CHARGE *

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

TOTAL INVOICE \$ 0.00

*** OUR INVOICE TERMS ARE COD ***
ANY COLLECTION COSTS NO ATTORNEY FEES SHALL BE THE RECIPIENTS RESPONSIBILITY

THANK YOU FOR YOUR BUSINESS !

CUSTOMER SIGNATURE

DUPLICATE INVOICE

ATG/20/2010/FRI 03:46 PM

P. 003

Fax:

Oct 5 2010 12:06pm P023/030

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19001
PH 302-734-0445

1365

c133

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL | OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL |
|---------------|-----------------------|-------|-------|---------------|-----------------------|-------|-------|
| 99FOZ601P | CHG OIL + FILTER | MI | | 99FOZ230P | ROTATE TIRES | MI | |
| 02FOZ1DECLINE | DECLINED REPAIRS | MI | | 02FOZ1RPTCARD | REPORT CARD | MI | |
| 02FOZGBATT | GREEN BATTERY | MI | | 02FOZGBRK | GREEN BRAKE | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZRBRAKE | RED BRAKE | MI | | 02FOZRTIRE | RED TIRE | MI | |

SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|----------|--------------|---------|---------|------------|------|-------------|-----------------------|
| 02/13/10 | 253661 | 5975 | 1710 | 1694 | I | 00FOZ-2995 | *LOF 29.95 |
| 10/16/09 | 246072 | 800 | 1661 | 1694 | I | 00FOZ-99P | INSPECTION |
| 10/08/09 | 245545 | 10 | 1006 | 1276 | W | 46FOBALANCE | BALANCE 4 WHEELS |
| 10/06/09 | 245315 | 10 | 1336 | 1276 | I | 91FOZ07 | INSTALL PAINT SEAL |
| | | | | 1276 | I | 91FOZ18 | FULL DETAIL NEW UNIT |
| | | | | 1728 | I | 75FOZ02 | DLR TRADE INSPECTION |

SALESPERSON NO. 1317 LEROY H DENNISON

S E R V I C E

| | | | | | |
|--------------------------|---|-------------------------|--------------------|--------------------------|------------------------|
| VIN: 3FAHP0HG6AR | YEAR/MAKE/MODEL: 10/FORD/FUSION/4DR SON I4 SE FWD | PRODUCTION DATE: AR | STOCK NO: | LICENSE NO: | R.O. NO: 260762 |
| CUSTOMER NO: 2000157 | SERVICE CONTRACT: | DELIVERY DATE: 10/07/09 | DEIVERY PRICE: 238 | BILLING DEALER NO: 10374 | R.O. DATE: 05/18/10 |
| COLOR: SANGRIA RED MET/M | CONTRACT NO.: | EXPIRATION DATE: | EXPIRATION MILES: | TAG NO: 605 | |
| TURBO: FOZZ | AIR COND: P.S. | TRANS: | MILEAGE: 10,801 | ADVISOR NO: 1336 | ADVISOR: HOLLY JOHNSON |

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other materials for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or substitute any other person to assume for you any liability, authorization, with such repair; that you shall not be responsible for loss or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs therein; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or reworking such vehicle.

APPROVAL: Yes No

LABOR RATE: X

CUSTOMER STATES VEHICLE BANGED INTO LOW GEAR WHILE DRIVING AT 45 MPH, THEN WRENCH LIGHT ON-RPM'S PEG OUT SWK

AUTO TRANS CONCERN

WRENCH ABOVE OCCURRED TRANS WOULD NOT SHIFT MANUALLY

1365

waiting for Holly from Holden

Software update

Season for check

ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP.

| PHONE | IN PERSON | DATE | TIME |
|-------|-----------|------|------|
| | | | |

ADDITIONAL REPAIRS:

REPAIRS PERFORMED AND COSTS:

CALL TO US TO INQUIRE ABOUT OUR SERVICES.

WE RESERVE THE RIGHT TO CHANGE THE PRICE OF THIS ESTIMATE AT ANY TIME.

NOT RESPONSIBLE FOR DAMAGE TO VEHICLE OR PERSONS OR PROPERTY IN ANY OTHER CASES AND TO BE SETTLED BY THE INSURANCE COMPANY.

PO3WW

Agreement code

The Reynolds and Reynolds Company 084470014E 03/21/2010 10:07:00

Doc: 5 2010 12:07pm P024/030

| STATE INSPECTION INFORMATION | | EMP NO | STATE INS. REPAIRS | |
|--|-------------|-----------|--------------------|------------|
| LF | LF | | 148321 | |
| RF | RF | | 5-21-10 | |
| LR | LR | | | |
| RR | RR | | | |
| STICKER # | OLD MILEAGE | SIGNATURE | | TIME CLOCK |
| MECHANICS FINDINGS AND REMARKS | | | | |
| A) COMPLAINT - | | | | OFF |
| CAUSE - | | | | ON |
| 12650 (.2) Test on IDS | | | | OFF |
| No & cooler | | | | ON |
| 12450D80 (.1) Test drive | | | | OFF |
| CAUSE - | | | | ON |
| Contacts Holkins | | | | OFF |
| mounts Steering Rate Sensors + yaw Sensors | | | | ON |
| waiting for Reply from Holkins | | | | OFF |
| CORRECTION - | | | | ON |
| C) COMPLAINT - | | | | OFF |
| CAUSE - | | | | ON |
| mounts YAW Rate Sensors / Prod No steady | | | | OFF |
| 140560D1 (5) order Sensors | | | | ON |
| CORRECTION - | | | | OFF |
| Reply + Program RCMS | | | | ON |
| D) COMPLAINT - | | | | OFF |
| CAUSE - | | | | ON |
| Test drive ok | | | | OFF |
| CORRECTION | | | | ON |
| FLAG | | | | OFF |
| Reply Results 10B15 | | | | ON |
| FLAG | | | | OFF |
| FLAG | | | | ON |
| FLAG | | | | OFF |
| FLAG | | | | ON |
| FLAG | | | | OFF |
| FLAG | | | | ON |

1365

F1IP256635

Oct 5 2010 12:00am P025/030

'WINNER FORD OF DOVER
591 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

ISSUE NUMBER **F1IP256635**
FLOWER NUMBER **10**

████████████████████
████████████████████
LIMINGTON, DE ██████████
Fax: ██████████

PHONE NUMBER BUSINESS ██████████
LABOR **WELLY JOHNSON** 1336 TAG NO. **2063**
OR PART LICENSE NO. MILEAGE **8**
PL/MAKE/MODEL **10/FORD TRUCK/F-150 SERIES/SUPERCREW**
VEHICLE NO. **1FTFW1EV8AF** ██████████
E. NO. R. Q. NO.
OR **TUXEDO BLK/** STOCK NO. **AF** ██████████
MURTB
VEHICLE MILES BILLING DEALER NO.
DATE **03/25/10** INVOICE DATE **03/26/10**
PART NUMBER DELIVERY DATE
MO: **8** PRODUCTION DATE

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. (SEE BACK)

JOB# 1 CHARGES-----
LABOR-----
PREP FORD F150

JOB# 1 TOTALS-----
LABOR 96.36
JOB# 1 JOURNAL PREFIX F1IP JOB# 1 TOTAL 96.36

TOTALS-----
CONTROL# ACCOUNT NUMBER AMOUNT.. TOTAL LABOR.... 96.36
D737 96.36 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 \$ 96.36

APPROVED BY SIGNATURE

From TA:10.100.0.2.17057,2129061050 Page: 3/8 Date: 10/11/2010 3:39:28 PM

Fax:
WINNER FORD OF DOVER
 591 S. DUPONT HWY
 DOVER, DE 19901
 PH 302-734-0445

Oct 5 2010 12:00pm P026/030

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL | OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL |
|---------------|-----------------------|-------|-------|---------------|-----------------------|-------|-------|
| 02FOZIDECLINE | DECLINED REPAIRS | MI | | 02FOZLRPTCARD | REPORT CARD | MI | |
| 02FOZGBATT | GREEN BATTERY | MI | | 02FOZGBRK | GREEN BRAKE | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZRBRAKE | RED BRAKE | MI | | 02FOZRTIRE | RED TIRE | MI | |
| 02FOZVBATT | YELLOW BATTERY | MI | | 02FOZVBKKE | YELLOW BRAKE | MI | |

SERVICE HISTORY

| DATE | REPAIR ORDER | MI/LEGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|------|--------------|---------|---------|------------|------|-----------|-----------------------|
| | | | | | | | |

SALESPERSON NO.


P D I

| | | | | | |
|---|---|---|-----------------------------------|----------------------------|----------------------------------|
| VEHICLE ID NO. 1FTFW1EV8AF | YEAR/MAKE/MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCRE | PRODUCTION DATE AF | STOCK NO. | LICENSE NO. | A.O. NO. 256635 |
| WINNER AUTOMOTIVE GROUP PO BOX 954 WILMINGTON, DE 19899 | | CUSTOMER NO. 10 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILE |
| RESIDENCE PHONE | | BUSINESS PHONE 302-656-1237 | COLOR TUXEDO BLK/TAN LT | CONTRACT NO. | EXPIRATION DATE |
| RECEIVED 08:15am | | DATE/TIME PROMISED 03/25/10 07:00pm | TURBO FOZZ | AIR COND. R.S. | TRANS |
| APPOINTMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | LABOR RATE | MI/LEGE 8 | ADVERTISING 1336 | SALESMAN HOLLY JOHNSON |






I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason, that you neither assume or withhold any other portion of insurance for you say liability in connection with such repair, but you shall not be responsible for loss or damage to the above vehicle, or articles left therein in case of fire, theft or other cause beyond your control. This express merchant's lien is hereby acknowledged on the above vehicle to secure the amount of repair charges, and your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or repairing such vehicle.

X

GO WITH THE LEADER



WINNER

F1IS253661

WINNER FORD OF DOVER

581 S. DUPONT HWY
DOVER, DE 19901
PH 302-734-0445

Oct 5 2010 12:08pm P027/030

INVOICE NUMBER

F1IS253661

VEHICLE NUMBER

2000157

Fax:

ISSUE BLANK

ISSUE BLANK

NAME

DONALD WEST

1710

W063

OR RATE

LICENSE NO.

PLATE

5,975

R/V MAKE / MODEL

10/FORD/FUSION/4DR SDN I4 SE FWD

VEHICLE NO.

3FAHP0HG6AR

E. NO.

OP

SANGRIA RED

STOCK NO.

AR1

INVENT

MO: 5976

VEHICLE

233

SELLING DEALER NO.

10374

I. DATE

02/13/10

INVOICE DATE

02/13/10

PRINT NUMBER

DELIVERY DATE

10/07/09

PRODUCTION DATE

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. (SEE BACK)

JOB# 1 CHARGES-----

LABOR-----

WINNER FAST LUBE
REGULAR MAINTENANCE
OIL & Filter Special 3.0L 2010

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | |
|---------------|-----|-------------|-------------|------------|-------|
| | 1 | AA5Z-6714-A | FILTER | 7.69 | 7.69 |
| | 6 | 5W20BULK | MOTOROL | 2.52 | 15.12 |
| TOTAL - PARTS | | | | | 22.81 |

JOB# 1 TOTALS-----

LABOR 15.00
PARTS 22.81

JOB# 1 JOURNAL PREFIX F1IS JOB# 1 TOTAL 37.81

JOB# 2 CHARGES-----

LABOR-----

COMPLETE MULTI-POINT INSPECTION
COMPLETED MULTI-POINT INSPECTION

| MISC | CODE | DESCRIPTION | CONTROL NO | |
|--------------|------|-----------------------------|------------|------|
| JOB # A | FCDS | FORD SHOP SUPPLIES-INTERNAL | | 1.50 |
| TOTAL - MISC | | | | 1.50 |

TOTALS-----

| CONTROL# | ACCOUNT NUMBER | AMOUNT.. | | |
|------------------|----------------|----------|-------|--|
| | D318 | 39.31 | | |
| TOTAL LABOR.... | | | 15.00 | |
| TOTAL PARTS.... | | | 22.81 | |
| TOTAL SUBLET.... | | | 0.00 | |
| TOTAL G.O.G.... | | | 0.00 | |
| TOTAL MISC.CHG. | | | 1.50 | |
| TOTAL MISC.DISC | | | 0.00 | |
| TOTAL TAX..... | | | 0.00 | |

TOTAL INVOICE \$ 39.31

Melvin Trull

APPROVED BY SIGNATURE

Fax: Oct 5 2010 12:00pm P028/030
WINNER FORD OF DOVER

591 S. DUPONT HWY
 DOVER, DE 19901
 PH 302-734-0445

RECOMMENDED SERVICES


| OPERATION | OPERATION DESCRIPTION | MI/MI | TOTAL | OPERATION | OPERATION DESCRIPTION | MI/MI | TOTAL |
|---------------|-----------------------|-------|-------|---------------|-----------------------|-------|-------|
| 99FOZ001P | CHG OIL + FILTER | MI | | 99FOZ230P | ROTATE TIRES | MI | |
| 02FOZ1DECLINE | DECLINED REPAIRS | MI | | 02FOZ1RPTCARD | REPORT CARD | MI | |
| 02FOZGBATT | GREEN BATTERY | MI | | 02FOZGBKK | GREEN BRAKE | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZLBRAKE | RED BRAKE | MI | | 02FOZRTIRE | RED TIRE | MI | |

SERVICE HISTORY




| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|----------|--------------|---------|---------|------------|------|--------------------|--|
| 10/16/09 | 245072 | 800 | 1661 | 5610 | W | 48FOBALANCE | BALANCE 4 WHEELS |
| 10/08/09 | 245545 | 10 | 1006 | 1276 | | 91FOZ07 91FOZ18 | INSTALL PAINT SEAL FULL DETAIL NEW UNIT |
| 10/06/09 | 245315 | 10 | 1336 | 1728 | | 75FOZ02 | DLR TRADE INSPECTION |

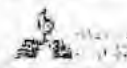
SALESPERSON NO. 1317 LEROY H DENNISON **S E R V I C E**

| | | | | | | | | |
|--|------------------------------|---|-------------|---------------------------|---------------------|--------------------------|---------------------|---|
| VIN: 3FAHP0HG6AR | | YEAR/MAKE/MODEL: 10/FORD/FUSION/4DR SDN I4 SE FWD | | PRODUCTION DATE: 10/07/09 | ST: AR | LICENSE NO. | R.O. NO.: 253661 | |
| CUSTOMER NO: 2000157 | | SERVICE CONTRACT | | DELIVERY DATE: 10/07/09 | DELIVERY MILES: 233 | SELLING DEALER NO: 10374 | R.O. DATE: 02/13/10 | |
| COLOR: SANGRIA RED MET/M | | CONTRACT NO. | | EXPIRATION DATE | EXPIRATION MILES | INS NO.: W063 | | |
| TURBO: FOZZ | MAID | AIR COND: RB | TRANS: | MILEAGE: 5,975 | ADVISOR NO: 1710 | ADVISOR: RONALD WUEST | | |
| I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delays caused by unavailability or damaged availability of parts or material for any reason, that you neither authorize nor authorize any other person to accept on your any liability or obligation with such repair, and you that you shall be responsible for loss or damage to the above vehicle, or articles left therein in case of fire, theft or other causes beyond your control, that an express warranty term is hereby acknowledged on the above vehicle to insure the vehicle in repair located that you, employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or running up such vehicle. | | | | | | | | |
| TIME RECEIVED: 08:13am | DATE/TIME PROMISED: 02/13/10 | 05:00pm | PRIORITY: 4 | LABOR RATE: | | | | X |
| APPOINTMENT: <input type="checkbox"/> Walk <input checked="" type="checkbox"/> No | | | | | | | | |



WINNER



F1IS245315

WINNER FORD OF DOVER

591 S. DUPONT HWY
DOVER, DE 19801
PH 302-734-0445

Oct 5 2010 12:10pm P029/030

| | | | |
|---|--|---------------------|--|
| JOB NUMBER | | F1IS245315 | |
| FROMER NUMBER | | 10 | |
| WINNER AUTOMOTIVE GROUP PO BOX 954 WILMINGTON, DE 19899 | | | |
| IDENTIFIER PHONE | | BUSINESS PHONE | |
| | | 302-656-1237 | |
| ISOR | | TAG NO. | |
| JILLY JOHNSON | | 1336 7063 | |
| SR RATE | | LICENSE NO. | |
| | | 10 | |
| MAKE / MODEL | | | |
| 10/FORD/FUSION/4DR SDN I4 SE FWD | | | |
| TITLE NO. | | | |
| 3FAHP0HG6AR | | | |
| SR | | STOCK NO. | |
| SANGRIA RED | | AR | |
| MENTS | | | |
| MO: 10 | | | |
| VERY MILE | | SELLING DEALER NO. | |
| | | | |
| DATE | | INVOICE DATE | |
| 0/06/09 | | 10/06/09 | |
| INT NUMBER | | DELIVERY DATE | |
| | | | |
| PRODUCTION DATE | | | |
| | | | |

FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM. THE SELLER HEREBY EXPRESSLY DISCLAIMS WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. (SEE BACK)

| | | | |
|--|--|-------------------------------|--|
| JOB# 1 CHARGES----- | | | |
| LABOR----- | | | |
| JOB# 1:75F0Z0Z PERFORM DEALER TRADE INSPECTION | | 45.06 | |
| INSPECTION COMPLETED | | | |
| JOB# 1 TOTALS----- | | | |
| | | LABOR 45.06 | |
| JOB# 1 JOURNAL PREFIX F1IS JOB# 1 TOTAL | | 45.06 | |
| TOTALS----- | | | |
| CONTROL# | | ACCOUNT NUMBER AMOUNT.. | |
| | | D560 45.06 | |
| | | TOTAL LABOR.... 45.06 | |
| | | TOTAL PARTS.... 0.00 | |
| | | TOTAL SUBLET... 0.00 | |
| | | TOTAL G.D.G.... 0.00 | |
| | | TOTAL MISC.CHG. 0.00 | |
| | | TOTAL MISC.DISC 0.00 | |
| | | TOTAL TAX..... 0.00 | |
| | | TOTAL INVOICE \$ 45.06 | |
| APPROVED BY SIGNATURE | | | |

From: TA.10.100.0.2.17057,2129081050 Page: 7/8 Date: 10/11/2010 3:39:29 PM

Oct 5 2010 12:10pm P030/030

Fax:
WINNER FORD OF DOVER
 591 S. DUPONT HWY
 DOVER, DE 19901
 PH 302-734-0445

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | MO/YR | TOTAL | OPERATION | OPERATION DESCRIPTION | MO/YR | TOTAL |
|---------------|-----------------------|-------|-------|---------------|-----------------------|-------|-------|
| 02FOZ1DECLINE | DECLINED REPAIRS | MI | | 02FOZ1RPTCARD | REPORT CARD | MI | |
| 02FOZGBATT | GREEN BATTERY | MI | | 02FOZGBRK | GREEN BRAKE | MI | |
| 02FOZGTIRE | GREEN TIRE | MI | | 02FOZRBATT | RED BATTERY | MI | |
| 02FOZRBRAKE | RED BRAKE | MI | | 02FOZRTIRE | RED TIRE | MI | |
| 02FOZYBATT | YELLOW BATTERY | MI | | 02FOZYBRKE | YELLOW BRAKE | MI | |

SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|------|--------------|---------|---------|------------|------|-----------|-----------------------|
| | | | | | | | |

SALESPERSON NO.

S E R V I C E

STATE REG# 4

| | | | | | |
|---|---|--|----------------------|----------------------|------------------------------|
| VEHICLE ID NO. 3FAHP0HG6AR | YEAR/MAKE/MODEL 10/FORD/FUSION/4DR SDN H SE FWD | PRODUCTION DATE AR | STOCK NO. | LICENSE NO. | R.O. NO. 245315 |
| WINNER AUTOMOTIVE GROUP PO BOX 954 WILMINGTON, DE 19899 | | CUSTOMER NO. 10 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES |
| RESIDENCE PHONE | | BUSINESS PHONE 302-656-1237 | | SELLING DEALER NO. | R.O. DATE 10/06/09 |
| TIME RECEIVED 10:16am | DATE/TIME PROMISED 10/06/09 07:00pm | PRIORITY 9 | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES |
| APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | LABOR RATE | TURBO FOZZ | MILEAGE 10 | ADVISOR NO. 1336 |
| ADVISOR HOLLY JOHNSON | | I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and material for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason, that you further assume or authorize any other person to assume for you any liability in connection with such repair that you shall not be responsible for loss or damage to the above vehicle, or articles left therein, its value of use, fuel or other damage beyond your control that an express warranty for is hereby acknowledged on the above vehicle to secure the amount of repair therein, and your employee may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle. | | | |

PERFORM DEALER TRADE INSPECTION

(This area contains a large, faint watermark or background text that is mostly illegible due to the quality of the scan.)

| | | | |
|---|----------------------|------|------|
| ESTIMATE \$ | ADDITIONAL AMOUNT \$ | | |
| THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN COMPLETED. | | | |
| PHONE | IN PERSON | DATE | TIME |
| ADDITIONAL REPAIRS OK'D BY | | BY | |
| ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE <input type="checkbox"/> SAVE. | | | |
| ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. | | | |
| I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge this claim contains no parts repaired or replaced that are contracted in any way with any accident, negligence, or misuse. | | | |
| DEALER/REP AUTHORIZED SIGNATURE | | DATE | |
| NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. | | | |

1728

WINNER DOVER AUTOCENTER

FORD • HYUNDAI • MITSUBISHI • KIA
591 S. DUPONT HIGHWAY
DOVER, DELAWARE 19901
302/734-0444

WAD 20080157

DEAL NUMBER
27304

DATE 10/07/2009 SALESPERSON LEROY H DENNISON # 1317

| | | | |
|---|---------------------------------------|---|----------------------|
| PURCHASER MR. MRS. MS. [REDACTED] | | Home () (302) 653-7222 Business () | |
| ADDRESS [REDACTED] | | BUYER SS# [REDACTED] CO-BUYER SS# [REDACTED] | |
| TOWN CLAYTON DE STATE [REDACTED] ZIP [REDACTED] | | DE Lic. # [REDACTED] DE Lic. # [REDACTED] | |
| PLEASE ENTER MY ORDER FOR YEAR 2010 FORD FUSION MODEL TYPE CAR <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED <input type="checkbox"/> | | AN ODOMETER MILEAGE STATEMENT IS REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT AND IS MADE A PART OF THIS ORDER FORM. | |
| STOCK NO. AR [REDACTED] | SERIAL NO. 1FAHP0HG6A [REDACTED] | MILEAGE 233 | |
| COLOR TOP SANGRIA RE | BODY FUSION | INTERIOR MED LT STO | |
| TITLE INFORMATION | | | |
| TYPE OF TAG PC <input type="checkbox"/> COMM <input type="checkbox"/> | WEIGHT | RV YEA <input type="checkbox"/> MO <input type="checkbox"/> | |
| TRANSFER TAG <input type="checkbox"/> | NEW PLATE <input type="checkbox"/> | YRS | |
| CURRENT TAG NUMBER | | | |
| EXPIRATION DATE | | | |
| PRICE (Including Transportation) | \$ 26022.00 | | |
| FACTORY INSTALLED OPTIONS | | | |
| DEALER INSTALLED OPTIONS | | | |
| ETCH | 395.00 | | |
| GAP | 650.00 | | |
| EXTENDED SERVICE PLAN | N/A | | |
| CHEMICAL PROTECTANTS | N/A | | |
| TOTAL RETAIL PRICE | \$ 27071.00 | | |
| LESS TRADE-IN ALLOWANCE (OR DISC) | 9772.00 | | |
| SUB TOTAL | \$ 17299.00 | | |
| STATE & LOCAL TAXES AND/OR DOC FEE | 611.00 | | |
| - Clerical | 131.75 | | |
| - Messenger | 160.25 | | |
| REGISTRATION FEE | 205.00 | | |
| TITLE FEE | 25.00 | | |
| PAYOFF TITLE FEE | N/A | | |
| NET PAYOFF ON TRADE-IN | 9772.00 | | |
| TOTAL DUE | \$ 28204.00 | | |
| CASH DOWN PAYMENT | 3000.00 | | |
| FACTORY REBATE | 1500.00 | | |
| BALANCE FINANCED | 23704.00 | | |
| TOTAL SETTLEMENT | \$ 28204.00 | | |
| FINANCING DETAILS | | | |
| No. Months 48 | Mo Payment 552.42 | Bank JPMOR | 1st Pay Due 11/21/09 |
| Physical Damage Ins. Co. | Policy # | NAID Code | |
| Agent | Effective Date | Exp. Date | |

TRADE-IN #1 DESCRIPTION AND ALLOWANCE
(MUST BE VERIFIED TO TITLE OR REGISTRATION)
YEAR 2007 MAKE FORD MODEL FIVE COLOR
TYPE 4DR S SERIAL NO. 1FAFP2417Z6 [REDACTED]
TRADE-IN ALLOWANCE \$ 9772.00
LESS BALANCE OWED
C/A NET EQUITY \$ N/A

TRADE-IN #2 DESCRIPTION AND ALLOWANCE
(MUST BE VERIFIED TO TITLE OR REGISTRATION)
YEAR MAKE MODEL COLOR
TYPE SERIAL NO. MILEAGE
TRADE-IN ALLOWANCE \$ N/A
LESS BALANCE OWED N/A
C/A NET EQUITY \$

CREDIT SALE

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

THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLING DEALER SELLS THIS VEHICLE "AS IS" AND HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF THE SELLER DEALER WITH RESPECT TO THE DEFECTS OR MALFUNCTIONS OF THIS VEHICLE INCLUDING, WITHOUT LIMITATION, THOSE WHICH PERTAIN TO PERFORMANCE OR SAFETY, WHETHER BY WAY OF "STRICT LIABILITY" BASED UPON THE SELLING DEALER'S NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY EXCLUDED AND PURCHASER HEREBY ASSUMES ANY SUCH RISKS. THE MANUFACTURER'S WARRANTY IS NOT AFFECTED BY THIS DISCLAIMER OF WARRANTIES BY THE SELLING DEALER.

(INITIAL APPROPRIATE BOX)

| USED CARS | | Initials |
|-------------------------------|--|----------|
| Sold "AS IS" with NO WARRANTY | | Initials |
| Other: | | |

CUSTOMER AGREES TO DELIVER A FREE AND CLEAR TITLE TO THE TRADE ABOVE AT TIME OF DELIVERY.

LIQUIDATED DAMAGES: IN THE EVENT OF CANCELLATION OR BREACH OF THIS AGREEMENT BY THE BUYER, THE DEALER SHALL BE ENTITLED TO RETAIN AS LIQUIDATED DAMAGES THE SUM OF \$. BUYER HEREBY ACKNOWLEDGES THE ABOVE PROVISION.

Buyer's Signature

| | | | |
|-------------|------|-------|------|
| RECEIPT NO. | CASH | CHECK | DATE |
| RECEIPT NO. | CASH | CHECK | DATE |

- Clerical & Messenger Fees. This charge represents costs and profits to the seller/dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents to the sale.
- Title and Documentary Fees. These fees represent a charge by the seller/dealer for such items as preparation, processing and handling of the documents required in registration, titling and licensing of vehicles.
- If the above described purchased vehicle is new, purchaser certifies that the price and E.P.A. label was affixed to said vehicle on delivery.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

"The information you see on the (Federal Trade Commission) window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale."

Purchaser agrees that this Order on the face and reverse side hereof and any attachments hereto includes all of the terms and conditions, that this Order cancels and supercedes any prior agreements and as the date hereof comprises the complete and exclusive statement of terms of the agreement relating to the subject matters covered hereby, and that the ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by its execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. I also certify that I am eighteen years of age or over.

ALL BALANCES MUST BE PAID IN CASH OR CERTIFIED CHECK

ACCEPTED BY WINNER [Signature] DEALER OR HIS AUTHORIZED REPRESENTATIVE [Signature]

TO: [REDACTED] COMPANY:

Customer Claim Form

Contact Date:

Start Date:

Case Number:

Have you contacted the mfr regarding your claim? YES NO

Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? YES NO

If yes, name of provider: _____ Date: _____ Case Number: _____

Titled Owner(s) Name & Address

CAROLYN Frettel

Clayton, Del

Day Phone: [REDACTED]

Evening Phone: [REDACTED] Home Phone: [REDACTED]

Fax Number: [REDACTED]

E-mail Address: [REDACTED]

Customer Contact Info: [REDACTED]

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title:

Vehicle Use: Personal Business Both Percentage of time vehicle used for business purposes:

Transmission Type: _____ Number of vehicles owned or leased by the business:

Make: Ford Model: Fusion Model Year: 2010 Current Mileage: 14,600

Vehicle Identification Number: 3FAHP0HG6AR [REDACTED]

Servicing Dealer/City/State: Winner Ford Power, Del

Selling Dealer/City/State: Winner Ford Power, Del

Insurance Carrier State Farm Policy Number: _____

Has vehicle been in an accident/had body damage? Yes No Date of accident: _____

Description of Damage: _____

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 10/15/08 Mileage at purchase: 233

Lease Date: _____ Mileage at lease: _____

Purchased As: New Used Demo

Leased As: New Used Demo

Is the vehicle in your possession? YES

Is the vehicle in your possession? _____

Lienholder's Name: Chase Auto Finance

Leasing Company's Name: _____

Address: PO Box 28067

Address: _____

City/State/Zip: Phoenix, AZ 85062-8067

City/State/Zip: _____

Phone: _____

Phone: _____

Lienholder Acct #: [REDACTED]

Leasing Company's Acct #: _____

Customer's Desired Outcome (Describe what you want done to resolve your concern)

Buy back or new car

Signature of Titled Owner(s) [REDACTED]

126/10

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules.

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

TO [REDACTED] COMPANY

Customer Claim Form

Customer Name:

Case Number:

Vehicle Concerns

First Repair Attempt Date: 2-8-10 Mileage: 5776
 Last Repair Attempt Date: 8-12-10 Mileage: 13,200
 Total Days out of Service: 33

| Problems - Please list your primary concern first | Servicing Dealer(s) | Current? Yes or No | # of Repair Attempts | Repair Date(s) | Mileage on Date(s) | Days Out of Service |
|---|------------------------------|--------------------|----------------------|--------------------|--------------------|---------------------|
| 1. CAR down shifted several gears and RPM went to Red Light 20 mph. Speed reduced to 45 mph and 5,000 RPM to drive to dealer. | Carmax Ford near castle, Del | yes | 1 | 2-8-10 | 5776 | 4 Days |
| 2. CAR down shifted several gears RPM went 5,000 and when slowing to stop at light, transmission gave a loud noise when it went to low gear. Then when light came on went to dealer | Carmax Ford | yes | 1 | 5-3-10 5-6-10 | 7717 | 4 Days |
| 3. Carmax found nothing wrong so went to dealer that sold me car winner ford | winner Ford Dover, Del | yes | 1 | 5-18-10 5-21-10 | 10801 | 4 Days |
| 4. CAR down shifted again several gears and RPM went to 3,700 RPM | winner Ford | yes | 1 | 6/20/10 6/25/10 | 12305 | 4 Days |
| 5. CAR down shifted again and 7/6 high 7/12 several gears and RPM went to 4200 RPM went to dealer | winner Ford | yes | 1 | 7/10/10 7/27/10 | | 7 Days |
| 6. CAR down shifted again on 7/28/10 with EDS installed to record event. | winner Ford | yes | 1 | 8/11/10 8/17/10 | | 13 Days |
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BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1025073
Customer Name: [REDACTED]
VIN: 3FAHP04G6AR [REDACTED]

Start Date: 09/17/10
State: PA
Probable Hearing Location: New Castle

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

SETTLEMENT INFORMATION

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

Has this offer been communicated to the customer? YES NO

If you checked YES, please indicate the customer's response below:

The customer accepted the offer on ____/____/____

The customer rejected the offer on ____/____/____

The customer has not indicated a response to the offer.

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

ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: \$ _____

I will participate By phone In person In writing

Return this form as soon as possible

To: _____ Completed by: _____ Date: ____/____/____

BBB AUTO LINE

Future contact: _____

Fax: [REDACTED]

Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

September 17, 2010

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1025073 [REDACTED] vs Ford Motor Corporation 3FAHP04G6AR [REDACTED]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form (CCF)*, and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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

Customer Claim Form

Contact Date:

Start Date:

Case Number:

Have you contacted the mfr regarding your claim? YES NO

Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? YES NO

If yes, name of provider: _____ Date: _____ Case Number: _____

Titled Owner(s) Name & Address:

[Redacted] Clayton, Del [Redacted]

Day Phone: [Redacted]

Evening Phone: [Redacted] Cell Phone: [Redacted]

Fax Number: [Redacted]

E-mail Address: [Redacted]

Customer Contact Info:

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title:

Vehicle Use: Personal Business Both Percentage of time vehicle used for business purposes:

Transmission Type: _____ Number of vehicles owned or leased by the business:

Make: Ford Model: Fusion Model Year: 2010 Current Mileage: 14,600

Vehicle Identification Number: 3FAHP0HG6AR [Redacted]

Servicing Dealer/City/State: Winner Ford, Dover, Del

Selling Dealer/City/State: Winner Ford, Dover, Del

Insurance Carrier: State Farm Policy Number: _____

Has vehicle been in an accident/had body damage? Yes ___ No Date of accident: _____

Description of Damage: _____

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 10/21/08 Mileage at purchase: 233

Lease Date: _____ Mileage at lease: _____

Purchased As: New Used Demo

Leased As: New Used Demo

Is the vehicle in your possession? YES

Is the vehicle in your possession? _____

Lienholder's Name: Chase Auto Finance

Leasing Company's Name: _____

Address: PO Box 28067

Address: _____

City/St/Zip: Phoenix, AZ 85062-8067

City/St/Zip: _____

Phone: _____

Phone: _____

Lienholder Acct #: [Redacted]

Leasing Company's Acct #: _____

Customer's Desired Outcome (Describe what you want done to resolve your concern)

Buy back or new car

Signature of Titled Owner(s): [Redacted]

Date: 8/26/10

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

Customer Claim Form

Customer Name: _____

Case Number: _____

Vehicle Concerns

First Repair Attempt Date: 2-8-10 Mileage: 5776
 Last Repair Attempt Date: 8-17-10 Mileage: 13,200
 Total Days out of Service: 33

| Problems—Please list your <u>primary</u> concern first | Servicing Dealer(s) | Current? Yes or No | # of Repair Attempts | Repair Date(s) | Mileage on Date(s) | Days Out of Service |
|--|--------------------------------|-----------------------|----------------------|--------------------|--------------------|---------------------|
| 1. CAR DOWN STARTED SEVERAL Gears AND RPM went to Red Line AT 70 MPH. Speed reduced to 45 MPH AND 5,000 RPM to drive to dealer. | CARMAN Ford New Castle, Del | Yes No | 1 | 2-8-10 | 5776 | 10 DAYS |
| 2. CAR DOWN STARTED SEVERAL Gears RPM went 5,000 AND when slowing to stop at light, Transmission gave a loud noise when it went to low gear. Then when at light cone on went to dealer | CARMAN Ford | Yes | 1 | 5-3-10 5-6-10 | 9917 | 4 DAYS |
| 3. CARMAN FOUND NOTHING wrong so went to dealer that sold me car winner Ford | winner Ford Dover, Del | Yes | 1 | 5-18-10 5-21-10 | 10801 | 4 DAYS |
| 4. CAR DOWN STARTED AGAIN SEVERAL Gears AND RPM went to 3,700 RPM | winner Ford | Yes | 1 | 6/22/10 6/25/10 | 12305 | 4 DAYS |
| 5. CAR DOWN STARTED AGAIN AT 7/6 AND 7/12 SEVERAL Gears AND RPM went to 4200 RPM went to dealer | winner Ford | Yes | 1 | 7/20/10 7/27/10 | | 7 DAYS |
| 6. CAR DOWN START AGAIN ON 7/28/10 WITH IDS installed to record event. | winner Ford | Yes | 1 | 8/5/10 8/17/10 | | 13 DAYS |
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KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1939 E. Marlton Pike, Suite Q19, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-2344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT
ROBERT A. RAKPIN
ANGELA K. TROCCOLI
FRED DAVIS
AMY L. BENNECOFF
CHRISTINA GILL ROSEMAN
RICHARD A. SCHLER
TARAL DATTERSON
W. CHRISTOPHER COMPONDO

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, MD Bar
Member, OH Bar
Member, MI Bar
Member, NH Bar
Member, CT Bar
Member, TN Bar
Member, WY Bar
Member, DC Bar

September 1, 2010

BBB AUTO LINE
Alternative Dispute Resolution Division
Council of Better Business Bureaus, Inc.

FRR 1025073

[Redacted]

RE: [Redacted] v. Ford Motor Co.

Dear Gentlemen:

I am representing [Redacted] regarding his 2010 Ford Fusion. I am writing to inform you that my client has experienced various problems with his vehicle, constituting nonconformities under Delaware law.

Further, the failure of Ford, through its authorized warranty service facilities, to correct the above-mentioned nonconformities constitutes a violation of the Delaware Lemon Law, the Magnuson-Moss Federal Trade Commission Warranty Improvement Act and the Delaware Unfair Trade Practices and Consumer Protection Law, for which my client seeks legal remedy.

In accordance with the terms of Ford's warranty pertaining to the subject vehicle, we are hereby requesting arbitration through your Auto Line program before taking my client's claim to court. Be advised that while Auto Line is an informal dispute resolution procedure, my law firm will handle all aspects of the claim(s) on behalf of [Redacted] and will seek any and all remedies available under the applicable law, including reasonable attorney's fees and treble (triple) damages.

My client's claim is clear and we are hereby requesting, "In Person arbitration hearing" pursuant to Dispute Resolution Rule 10. Enclosed with this letter is the two page Customer Claim Form.

As you know, you must reach a final disposition of the claim within forty (40) days of the date of this letter. If there is anything you need to expedite the process, please contact me immediately.

If I do not hear from you pertaining to this claim, I will assume that your program does not have the authority to award all available legal remedies and that you have declined to process this claim accordingly.

If that becomes the case, this letter shall serve as the submission of my client's claims to your Auto Line program, and I will proceed with the filing of a complaint in the Court having appropriate jurisdiction on [REDACTED] behalf.

Very truly yours,

[REDACTED]

/wcc
Enclosure



KIMMEL & SILVERMAN

— P.C. —

1-800-LEMON LAW
www.lemoilaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

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DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

ROBERT M. SILVERMAN
GRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, MD Bar
Member, OH Bar
Member, IL Bar
Member, NH Bar
Member, CT Bar
Member, TN Bar
Member, WV Bar
Member, DC Bar

JACQUELINE C. HERRITT
ROBERT A. RAPPIN
ANGELA R. TROCCOLI
DREW DAVIS
AMY L. DENNECOURT
CHRISTINA GILL ROSEMAN
RICHARD A. SCHOLER
TARA L. PATTERSON
W. CHRISTOPHER COMPONOVO

September 21, 2010


Donna Patterson
BBB AUTO LINE
Alternative Dispute Resolution Division
Council of Better Business Bureaus, Inc.
4200 Wilson Blvd., Suite 800
Arlington, VA 22203

RE: [REDACTED] v. Ford Motor Company, Docket No.
W-C01 FRD1025073

Dear Donna:

I enclose the customer claim form, contract of sale, and relevant invoices as requested regarding the above. Please contact my office for scheduling as soon as possible. Thank you.

Very truly yours,


W. Christopher Componovo

/wcc
enclosures

**BBB AUTO LINE
Customer Claim Form**

Case number: FRD1025073
Contact Date: 09/13/10
Start Date:

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

SECTION 1: CUSTOMER INFORMATION

| | | |
|-----------------------------|-----------------|----------------------|
| Titled owner: [REDACTED] | | |
| Mailing address: [REDACTED] | | |
| City: Clayton | State: DE | Zip code: [REDACTED] |
| Day phone: [REDACTED] | Evening phone: | Cell phone: |
| Fax: | E-mail address: | |

SECTION 2: VEHICLE INFORMATION

| | | | |
|---|---------------|--|---|
| Make: Ford | Model: Fusion | Year: 2010 | Current mileage: 0 |
| Name(s) that appears on the vehicle title: [REDACTED] | | | |
| Selling dealer/city/state: , , DE | | | |
| Primary Servicing dealer/city/state: WINNER FORD/WINNER GROUP INC, DOVER DE | | | |
| 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: | | Mileage at purchase/lease: | |
| First repair attempt date: | | First repair attempt mileage: 0 | |
| How often is the vehicle used for business purposes (percentage): 0 % | | Number of vehicles owned or leased by the business: | Transmission type: <input type="checkbox"/> Automatic <input type="checkbox"/> Manual |
| Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | | Date of accident: |
| Description of damage: | | | |

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

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

VEHICLE IDENTIFICATION NUMBER _____

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? |
|-------------------------|---------------------|----------------------|---|-----------------------------|
| Example: | | | | |
| A/C won't cool properly | Any Dealer, Inc. | 2 | 4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day | yes |
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Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

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

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



BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Delaware

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

- ♦ Currently registered in Delaware; and
- ♦ Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- ♦ F-450, F-550, and F-650 pick-up trucks.
- ♦ Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- ♦ Repairs.
- ♦ A Ford Extended Service Plan for the customer's current vehicle.
- ♦ Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- ♦ Repurchase of the vehicle.
- ♦ Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- ♦ The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- ♦ Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- ♦ The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- ♦ **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), not including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

Ford will also refund sales tax, original registration fees, and dealer preparation charges.

- ♦ **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for fees for transfer of registration, sales tax, and other charges or fees incurred as a result of the replacement.

If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
 - (1) maintenance and wear items not covered by the Warranty;
 - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
 - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
 - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for “off-road” use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

DEALER 27E 492

VIN 3FAHP0RG6A8

| | Suggested Retail Price | Invoice Amount |
|---------------------------------|------------------------|----------------|
| FUSION SE | 20900.00 | 19260.00 |
| 2010 MODEL YEAR | | |
| JV SANGRIA RED METALLIC | | |
| DL MED LT STONE CLOTH BUCKETS | | |
| INCLUDED ON THIS VEHICLE | | |
| RAPID SPEC 201A | 545.00 | 474.00 |
| SYNC VOICE ACTIVATED SYSTEMS | | |
| EC RR MIR MIC/COMP | | |
| OPTIONAL EQUIPMENT | | |
| 99C 3.0L 24V V6 DURATEC ENGINE | 2490.00 | 2241.00 |
| 44W 6-SPD AUTO TRANSMISSION | NC | NC |
| T7D .P225/50R17 V-RATED TIRES | NC | NC |
| JOB #2 ORDER | | |
| 13K REAR SPOILER | 295.00 | 257.00 |
| 153 FRONT LICENSE PLATE BRACKET | NC | NC |
| 43P REVERSE SENSING SYSTEM | 295.00 | 257.00 |
| TOTAL OPTIONS | 3525.00 | 3229.00 |
| TOTAL VEHICLE & OPTIONS | 24525.00 | 22489.00 |
| DESTINATION & DELIVERY | 725.00 | 725.00 |
| TOTAL FOR VEHICLE | 25250.00 | |
| 03 U.S. GAL FUEL CHARGE | | 8.01 |
| FDAF/LMDA ASSESSMENT | | 353.00 |
| SHIPPING WEIGHT 3314 LBS. | | |
| TOTAL | 25250.00 | 23575.01 |

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 | | | | | |
| Crossroads Ford Lincoln Mercur | | Order Type | Ramp Code | Batch ID | Price Level |
| 4500 Whitehill Blvd. | | 2 | RW2L | 9R072 | 025 |
| Prince George VA 23875 | | | | | |
| Ship to (if other than above) | | Date Inv Prepared | Item Number | Trans Days | |
| | | 08 07 09 | 27-C300 | 10 | |
| | | Ship Through | | | |
| Invoice & Unit Identification NO. | Final Assembly Point | Finance Company and/or Bank | | | |
| 3FAHP0RG6A8 | HERMOSILLO | WACHOVIA BANK, N.A 660152 | | | |

| Total Holdback | Invoice Total | A & Z Plan | D Plan | X Plan |
|----------------|---------------|------------|----------|----------|
| 736 | 23575.01 | 22819.76 | 22919.76 | 23755.71 |

This invoice to be used for the billing of vehicles only

Dealer's copy



SEP 27 2011

IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!

Dealer/Fleet Request For OGC Review

*****Note: this form is for Retail and Fleet vehicles*****

Pursuant to the W&P Manual, the service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

Note: All fields are required and must be filled in accordingly before submitting this form

NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555

DEALER INFORMATION

Dealership/Fleet Name:

Egglefield Bros., Inc.

Requesting Dealer/Fleet:

EGGLEFIELD BROS., INC

P&A Code:

00575

Contact Person:

MARK CROSS

Title:

SERVICE MANAGER

Phone Number:

5188736551

Fax Number:

5188736568

Email Address:

[REDACTED]

Region:

BOSTON

Address:

PO BOX 307

City:

ELIZABETHTOWN

State:

New York

Zip Code:

12932

CUSTOMER/VEHICLE INFORMATION

WSD:

05/27/09

Vehicle Year:

2010

Vehicle Model:

FUSION SPORT

Vehicle VIN:

3FAHP0KC8AR [REDACTED]

Mileage:

36160

Customer/Fleet Name:

[REDACTED]

Street Address:

[REDACTED]

City:

AUSABLE FORKS

9/19/2011

State:

Zip Code:

Home Phone:

Work Phone:

Region:

DETAILS OF INCIDENT

*****Note: DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****
*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

Incident Involves:

- Accident Fire Injury Medical Attention Sought

Date of Incident:

County in which incident occurred:

Is customer alleging a component defect CAUSED the incident?

- Yes No

If yes, what type & details:
 If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap

CUSTOMER STATES THAT WHEN VEHICLE WAS PUT IN GEAR THAT IT ACCELERATE AND WENT THROUGH A FENCE AND BRAKES WOULD NOT STOP IT.

Was a police report filed?

- Yes No

If yes, where:

Has the Insurance company been contacted?

- Yes No

INFORMED ISUR, COMPANY OF INCIDENT

What did the insurance company advise?

Name and phone number of owner's insurance company & agent's name:

ALLSTATE INS. CO / HARRINGTON AGENCY
 5165798700

If the vehicle is a conversion unit, who is the coach builder?

City:

State:

Zip Code:



9/19/2011

| | |
|---|---|
| Vehicle Location: | ELIZABETHTOWN NY |
| Attorney Information (if applicable): | |
| CVO Contact (if applicable - Fleet Only): | |
| RESOLUTION THAT CUSTOMER IS SEEKING: | CUSTOMER FEELS FORD SHOULD REPAIR VEHICLE |
| COMMENTS: | |

Powered by: InfoPath Forms Services



9/19/2011



Office of the General Counsel

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

September 27, 2011

[REDACTED]
[REDACTED]
AU SABLE FORKS, NY [REDACTED]

09/27/11 JC

RE: 2010 FUSION
VIN: 3FAHP0KC8AR [REDACTED]

Dear [REDACTED]

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

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

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

- Attach on a separate piece of paper a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- A copy of the police and/or fire report.
- A copy of the vehicle title and registration.
- Original color photographs of the vehicle's collision/fire damage & the alleged defective part(s), **from several different angles**; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Original color photographs of the accident scene showing the grade of the road; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Attach a copy of your expert's report and the expert's original photographs.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.
- Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and **copies of draft payments**.
- A complete service history for the subject vehicle, including any maintenance items.
- If you are claiming damages other than the vehicle, please provide the necessary pictures, receipts, and estimates to support your claim.

Please answer the following in the space provided. If you need additional space, please use the back of the form;

1. What are you seeking from Ford Motor Company in this matter?
a new car
2. What is the alleged defect: ?
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: Available Facts NY 12012 9/16/11
5. What was the mileage at time of occurrence: 35,000
6. List all after market additions or modifications that were made to the vehicle:

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: New
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: _____
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).
EGGLEFIELD BROS FORD, INC ELIZABETH TOWN, NY 12932
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**):
ALLSTATE 516-579-8700
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. **In most instances this review can be done in 90 days; if we are unable to complete the analysis within this time, we will contact you.**

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

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

Thank you for your prompt attention to this matter.

Sincerely,



Alma Taylor
Legal Analyst- OGC Product Claims

All Action Details for Issue

[Print](#)

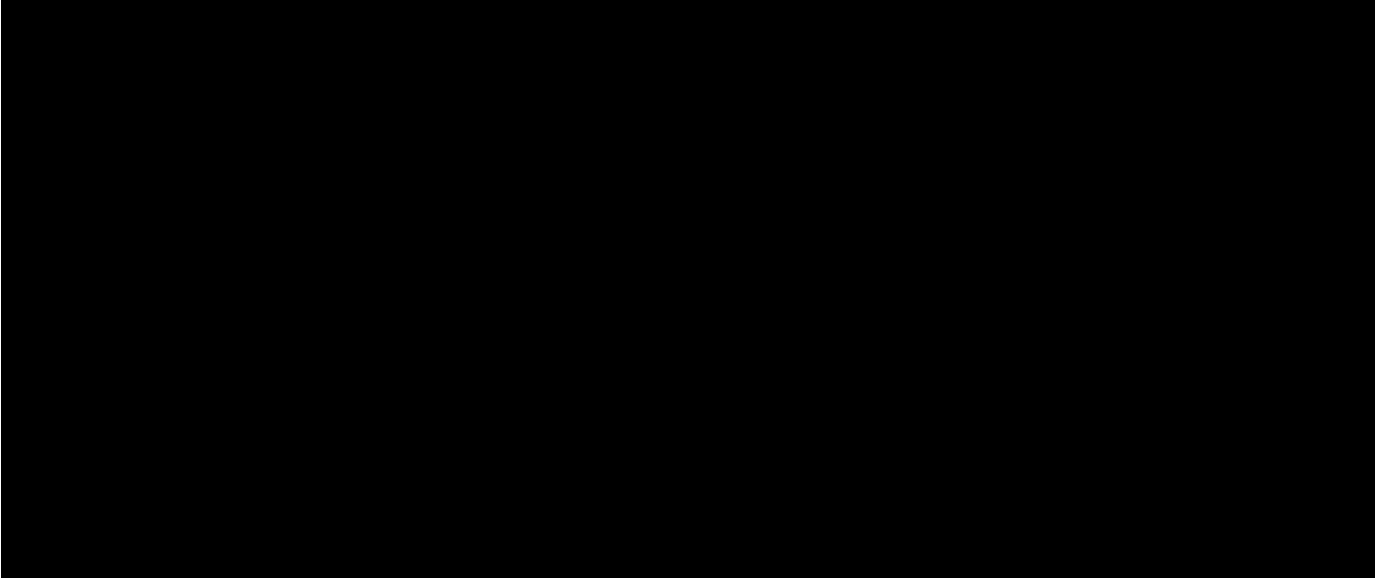
| | | | |
|--|------------------------|-----------------------------|-----------------|
| VIN: 3FAHP0KC8AF [REDACTED] | Year: 2010 | Model: FUSION | Case: 560822459 |
| Name: [REDACTED] | Owner Status: Original | WSD: 2009-05-27 | |
| Symptom Desc: SERVICE BRAKE INOP/INEFFECT FRONT AND REAR | | Primary Phone: [REDACTED] | |
| Reason Desc: LEGAL - INSURANCE COMPANY SETTLEMENT | | Secondary Phone: [REDACTED] | |
| Issue Type: 10 OGC | Issue Status: CLOSED | | |

| | | |
|------------------------------------|---------------------------|-----------------------------------|
| Action: TIER ONE CLOSE ISSUE | | |
| Dealer: 00575 EGGLEFIELD BROS, INC | | Origin Desc: TIER ONE - MELBOURNE |
| Odometer: 35000 MI | Comm Type: PHONE | |
| Analyst Name: DAVIS, BECKY | Analyst: BDAV1172 | |
| Action Date: 09/26/2011 | Action Time: 12.00.09.965 | Action Data: No |

Comments ==== CUST SAYS= LAST WEEK WIFE WAS BACK UP, WOULDNT STOP NO BREAKS= HIT A FENCE, HIT THE FENCE AGAIN 50 FEET LATER= VEH DLRSHP FOR REPAIR= VEH HAS BEEN THERE SINCE THE 16TH, WAITING FOR SOMEONE TO COME DOWN = TOOK RIGHT MIRROR OFF THE RIGHT DOOR= THE WHOLE RIGHT SIDE OF THE VEH WAS DAMAGED, SEEK MORE INFORMATION FROM THE DLRSHP= CUST RENTING VEH BY INSURANCE COMPANY (ALLSTATE)ACCIDENTS 1. DATE OF THE ACCIDENT9/16/11 IN THE MORNING2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENTBREAKS FAULTY, IN REVERSE VEH WOULDNT STOP3. IF THERE WERE ANY INJURIES SUSTAINEDNONE4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURREDAT CUST HOME5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.NO REPORT6 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.YES ALLSTATE9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.YES, OPEN10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.YES. VEH AT DLRSHP WAITING FOR INSPECTION BY INSURANCE CLAIMS ADJUSTER BEFORE VEH CAN BE LOOKED AT11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).N/A12. WHAT THE CUSTOMER IS SEEKING SEEKING TO GET CONCERN DOCUMENTED AND FIND OUT IF ==== DLRSHP= EGGLEFIELD FORD 7618 US ROUTE 9ELIZABETH TOWN NY 12932 [REDACTED] = CRC SAYS = YOUR INSURANCE COMPANY HAS THE RIGHT TO PURSUE CLAIMS FOR REIMBURSEMENT AGAINST FORD. IF THEY DO PURSUE A CLAIM AGAINST FORD, REIMBURSEMENT OF THE DEDUCTIBLE WILL BE BETWEEN YOU AND YOUR INSURANCE COMPANY.= ADVISED IF RECALL/PROGRAM IS OPENED IN THE FUTURE BASED ON FUTURE FEEDBACK OR FURTHER ENGINEERING REVIEW CUST WILL RECEIVE A LETTER INDICATING TO TAKE THE VEH OR REPAIR RECIEPTS TO LOCAL DLRSHP FOR THE REPAIR/REIMBURSMENT COMPLETED= ADVISED TO CONTINUE WORKING WITH DLRSHP AND INSURANCE COMPANY

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[REDACTED] 10/5/2011



Dealer/Fleet Request For OGC Review

Dealership/Fleet Name: Longwood Lincoln Mercury
Requesting Dealer/Fleet: Longwood Lincoln Mercury
Contact Person: Jay Klahn
Title: Parts and Service Director
Address: [REDACTED]
Telephone: [REDACTED]
Email Address: [REDACTED]
PA Code: 11609
Region: Orlando
City: Longwood
Dealer State: FL
Fax Number: [REDACTED]
WSD: unk
Vehicle Year: 2010
Vehicle Model: Mercury Milan
Vehicle VIN: 3MEDM0L37AR [REDACTED]
Mileage: 5681
Customer/Fleet Name: [REDACTED]
Street Address: [REDACTED]
City: Longwood
State: Florida
Zip Code: [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: S3 - Orlando
Incident Involves: Accident
Date of Incident: 09/05/2010
County in which incident occurred: Hillsboro
Is Alleging Defect: Yes
Alleging defect detail: Unintended Acceleration
Police Report Filed: No

9/15/2010

Insurance Company Contacted: Y

Insurance Company Advice: Mr. Barrington from GEICO is contacting Ford

Insurance Company Contact Information: GEICO-no specific agent

Coach Bulder State: AK - Alaska

Vehicle Location: Longwood Lincoln Mercury

Attorney Information: none

Resolution Sought Detail: Ensure vehicle is safe to drive after collision repair. Customer wants to be reassured that the incident will not happen again. Wants vehicle inspected by Ford engineer,

Comments: Customer has contacted CRC and has case 323202500 opened with all accident details.

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

9/15/2010

All Action Details for Issue

Print

VIN: 3MEDM0L37AR[REDACTED] Year: 2010 Model: MILAN Case: 323202500
 Name: [REDACTED] Owner Status: Original WSD: 2009-12-15
 Symptom Desc: SURGE ACCELERATION Primary Phone: [REDACTED]
 Reason Desc: LEGAL - INSURANCE COMPANY SETTLEMENT Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER TO CONTACT THEIR INSURANCE COMPANY FOR ASSISTANCE
 Dealer: Origin Desc: US CONCERN CASE BASE
 Odometer: 5500 MI Comm Type: PHONE
 Analyst Name: JENNINGS, DIANE Analyst: DJENNI42
 Action Date: 09/07/2010 Action Time: 08.58.39.578 Action Data: No

Caller Information If Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|-----------|------------|--------------|
| GLORIA | | GOLDBERG | 4077182816 | SPOUSE |

Comments CUSTOMER SAID: -ACCIDENT HAPPENED ON SEPT 5-THE VEH SURGED AND DID NOT STOP AND CUST WENT INTO A METAL FENCE -CUST HAD 2 PEOPLE COME UP AND HEARD THE VEH RACING -CUST CALL THE INSURANCE COMPANY -AND HAD THE VEH TOWED TO THE INSURANCE-THERE WERE NO INJURIES-3RD FLOOR OF THE HARD ROCK HOTEL PARKING GARAGE IN TAMPA FL -THERE WAS NO POLICE REPORT FILED - CUST DID FILE A CLAIM WITH THE INSURANCE COMPANY -4072628181 269 HUNT PARK COVE LONGWOOD FL 32750-THE ADJUSTERS NAME IS MICHAEL BARRINGTON 4076259890 GEICO ADJUSTER -GEICO SAID IT IS DETERMINED IT BE AN AT FAULT ACCIDENT UNLESS IT IS DETERMINED THE VEH WAS AT FAULT -CUST IS SEEKING TO BE SURE THE VHE IS SAFE AS IT IS DEFINETLY NOT SAFE -CUST HAD TO PAY THE TOW TRUCK DRIVER \$200 AND THERE IS A \$250 DEDUCTIBLE AND THE RENTAL CAR CUST IS SEEKING TO HAVE THESE EXPENSES COVERED -THERE WAS CONSIDERABLE DAMAGE ON THE FRONT OF THE VEH BUT THE VEH IS REPAIRABLE-DEALER SAID: GARY YEOMANS FORD LINCOLN MERCURY 1420 NORTH TOMOKA FARMS ROAD-DAYTONA BEACH, FL 32124 TEL: (866) 200-3044-CRC ADVISED: YOUR INSURANCE COMPANY HAS THE RIGHT TO PURSUE CLAIMS FOR REIMBURSEMENT AGAINST FORD. IF THEY DO PURSUE A CLAIM AGAINST FORD REIMBURSEMENT OF THE DEDUCTIBLE WILL BE BETWEEN THE CUSTOMER AND THEIR INSURANCE COMPANY

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[REDACTED] 9/16/2010

All Action Details for Issue

Print

VIN: 3MEDM0L37AF [REDACTED] Year: 2010 Model: MILAN Case: 323202500
 Name: [REDACTED] Owner Status: Original WSD: 2009-12-15
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
 Reason Desc: LEGAL - INSURANCE COMPANY SETTLEMENT Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER TO CONTACT THEIR INSURANCE COMPANY FOR ASSISTANCE
 Dealer: [REDACTED] Origin Desc: US CONCERN CASE BASE
 Odometer: 5500 MI Comm Type: PHONE
 Analyst Name: DE FILIPPO, ANDREA Analyst: ADEFILI6
 Action Date: 09/08/2010 Action Time: 11.55.15.350 Action Data: No

Comments CUSTOMER SAID: -BACKED UP PULLED FORWARD WITH FOOT ON BRAKE-VEH ACCELERATED AND SURGED FORWARD-HIT THE FRONT END OF THE VEH INTO WIRE MESH-FRONT BUMPER CAME OFF-ELECTRIC MOTOR WAS STILL WORKING SO THEY GOT TO THE GAS STATION AND CALLED INS CO.-GEICO PUT VEH ON FLATBED RECOVERY ROOM-GEICO MADE AN APPT WITH RECOVERY ROOM MON. AT NOON-COST IS UP TO 4300.00 ALREADY FOR REPAIR-GEICO SAYS THAT IT IS AN AT FAULT ACCIDENT UNTIL SOMEONE PROVES OTHERWISE1. DATE OF THE ACCIDENT -9/5/10 9:45AM2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT3. IF THERE WERE ANY INJURIES SUSTAINED NONE4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED IN THE PARKING GARAGE AT THE HARDROCK CASINO5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.N06. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.NONE7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.NONE8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.YES, CLAIM# [REDACTED] IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.OPEN - GEICO 8884962464MICHAEL BARRINGTON CLAIM ADJUSTER 407625989010. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.YES, GEICO HAS IT AT RECOVERY ROOM 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING WHAT CAUSED THISDEALER SAID: NONECRC ADVISED: YOUR INSURANCE COMPANY HAS THE RIGHT TO PURSUE CLAIMS FOR REIMBURSEMENT AGAINST FORD. HOWEVER, FORD WILL BE UNABLE TO INVESTIGATE YOUR CLAIM AS REPAIRS TO YOUR VEHICLE HAVE BEEN PERFORMED AND YOU ARE CURRENTLY IN THE PROCESS OF PURSUING A CLAIM WITH YOUR INSURANCE COMPANY.*ADVISED OF ABOVE*

Ford Confidential



9/16/2010

All Action Details for Issue

Print

VIN: 3MEDM0L37AR [REDACTED] Year: 2010 Model: MILAN Case: 323202500
 Name: [REDACTED] Owner Status: Original WSD: 2009-12-15
 Symptom Desc: SERVICE BRAKE INOP/INEFFECTIVE FRONT Primary Phone: [REDACTED]
 Reason Desc: LEGAL - INSURANCE COMPANY SETTLEMENT Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER TO CONTACT THEIR INSURANCE COMPANY FOR ASSISTANCE
 Dealer: [REDACTED] Origin Desc: US CONCERN CASE BASE
 Odometer: 5500 MI Comm Type: PHONE
 Analyst Name: MILLER, BRITNEY Analyst: BMILL185
 Action Date: 09/08/2010 Action Time: 13:44.19.318 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -SEE HISTORICALS-GEICO CALLING ON BEHALF OF CUST-GLORIA GOLDBERG CALLING ON BEHALF OF HER HUSBAND-CUST HAS ALREADY STARTED A CLAIM WITH INSURANCE COMPANY-GEICO CALLED CRC AN CONNECTED CONFERENCED CALL WITH CUST -GEICO WANTS TO KNOW THE PROGRESS AFTER A CLAIM HAS BEEN FILED-CUST WANTS TO KNOW WHETHER SHE WILL BE AT FAULT FOR THE ACCIDENT-CUST STATED THAT IT WAS A MANUFACTURE DEFECTDEALER SAID LONGWOOD LINCOLN - MERCURY3505 N, U.S. 17-92LONGWOOD FL 32750(800) 224-9660CRC ADVISED: YOUR INSURANCE COMPANY HAS THE RIGHT TO PURSUE CLAIMS FOR REIMBURSEMENT AGAINST FORD. HOWEVER, FORD WILL BE UNABLE TO INVESTIGATE YOUR CLAIM AS REPAIRS TO YOUR VEHICLE HAVE BEEN PERFORMED AND YOU ARE CURRENTLY IN THE PROCESS OF PURSUING A CLAIM WITH YOUR INSURANCE COMPANY -ADVISED CUST/GEICO THAT SHE WILL NEED TO CONTINUE TO WORK WITH HER INSURANCE COMPANY-ADVISED CUST OF THE ADDRESS FOR CONSUMER AFFAIRS FORD MOTOR COMPANY16800 EXECUTIVE PLAZA DR. MD 4 SOUTHDEARBORN, MI 48126-4207-PROVIDED CUST WITH A FEW DIFFERENT DLRSHIP TO VISIT AS A SECOND OPTION-ADVISED CUST THAT THERE ARE NO RECALLS ON THE VEH -ADVISED CUST OF THE FORDOWNER.COM WEBSITE-ADVISED GEICO THAT THEY WILL NEED TO FILE A CLAIM AGAINST FORD-ADVISED GEICO THAT I WOULD NOT HAVE THAT INFO ABOUT THE PROCESS OF A CLAIM-PER SME BRE-ADVISED CUST THAT SHE CAN HAVE VEH TOWED TO A FLM DLRSHIP TO HAVE DIAGNOSED AND HAVE INSURANCE ADJUSTER DIAGNOSE VEH AS WELL

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[REDACTED]

9/16/2010

All Action Details for Issue

Print

VIN: 3MEDM0L37AR [REDACTED] Year: 2010 Model: MILAN Case: 323202500
 Name [REDACTED] Owner Status: Original WSD: 2009-12-15
 Symptom Desc: Primary Phone: [REDACTED]
 Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ESCALATED HANDLING REQUIRED - TECH HOTLINE CONTACTED
 Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC. Origin Desc: DEALER
 Odometer: 5681 MI Comm Type: OUTBOUND CALL TO CUSTOMER
 Analyst Name: JAY KLAHN Analyst: J-KLAHN
 Action Date: 09/13/2010 Action Time: 11:14:38.508 Action Data: N/A

Caller Information If Different From Vehicle Owner:

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

Comments OWNER ALLEGES THAT WHILE PARKING VEHICLE IN A PARKING GARAGE IT ACCELERATED ON ITS OWN AT A HIGH SPEED AND HIT A FENCE AND WALL IN PARKING DECK. WE HAVE PULLED CODES AND CONTACTED TECH HOTLINE. TECH HOTLINE ADVISED NOT TO PERFORM ANY REPAIRS, BUT CONTACT CONSUMER AFFAIRS. CUSTOMER REQUESTING TECHNICAL REVIEW PRIOR TO COLLISION REPAIR. GEICO IS INSURANCE COMPANY INVOLVED. CLAIM IS [REDACTED] PLEASE CONTACT JAY KLAHN AT LONGWOOD LM [REDACTED]

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9/16/2010

All Action Details for Issue

Print

VIN: 3MEDM0L37AR [REDACTED] Year: 2010 Model: MILAN Case: 323202500
 Name: [REDACTED] Owner Status: Original WSD: 2009-12-15
 Symptom Desc: Primary Phone: [REDACTED]
 Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE
 Dealer: 04790 GARY YEOMANS FORD
 Odometer: 5500 MI Comm Type: PHONE
 Analyst Name: SMITH (MSMIT987),MARJON Analyst: MSMIT987
 Action Date: 09/08/2010 Action Time: 08.51.15.655 Action Data: No

Caller Information if Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -AS PER HISTORIC'S 09/07/2010***-CALLER [REDACTED] DAY PHONE [REDACTED] CELL [REDACTED] HOME [REDACTED] *-VIN: 3MEDM0L37AR [REDACTED] CASENR : 0323202500-2010 MILAN -5500 MILES-VEH WENT OUT OF CONTROL WHILE MY HUSBAND WAS PARKING VEH -THIS HAPPENED ON 9/5/2010-BODYSHOP HAS GIVEN US AN ESTIMATE OF AT LEAST 4382 DOLLAR FOR REPAIRS-WE WANT TO GIVE FORD THE CHANGE TO LOOK AT THE VEH AND TO DETERMINE WHAT MIGHT HAVE CAUSED OUR ACCIDENTDEALER SAID: -NONECRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)-ADV CUST THAT SHE NEEDS TO WORK WITH HER INSURANCE COMPANY AS SHE WAS TOLD ON 09/07/2010-ADV CUST THAT HER INSURANCE COMPANY CAN PURSUE A CLAIM ON HER BEHALF AGAINST FORD-ADV CUST OF MAILING ADDRESS FOR CONSUMER AFFAIRS WHICH SHE WANTS TO GIVE TO HER INSURANCE COMPANY

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE
 Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC.
 Odometer: 5500 MI Comm Type: PHONE
 Analyst Name: JENNINGS, DIANE Analyst: DJENNI42
 Action Date: 09/08/2010 Action Time: 15.22.53.687 Action Data: No

Caller Information if Different From Vehicle Owner:

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

Comments CUSTOMER SAID: CUST IS VERY UPSET THAT THE AGENT WAS IMPLYING HER HUSBAND DID SOMETHING WRONG -THE CUST HAS FOUND OUT BY THE INTERNET THERE WAS SOMETHING WRONG WITH THE GAS PEDAL -CUST SAYS [REDACTED] WAS VERY RUDE AND UNSYMPATHIC AND WAS NOT HELPFUL -CUST WILL LIKE A CALL BACK [REDACTED] ADVISED CUST THIS DOES NOT GENERATE A CALL BACK OR A LETTER AS SHE REQUESTED-OFFERED THE ADDRESS TO CORP AND CUST SAID SHE HAS IT AND CANNOT BELIEVE FMC DOES NOT WANT TO COMMUNICATE TO THE CUSTOMER -CUST IS VERY UPSET THE LEGAL DEPT HAS NO PHONE NUMBER -OFFERED TO SEND THE CUST TO ESCALATION TO SUPER AND SHE DID NOT WANT TO GO TO SOME ONE ELSE WHO WOULD SAY THEY WERE SORRYDEALER SAID: NACRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION,

9/16/2010

DECISION)

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION
Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 5500 MI **Comm Type:** PHONE
Analyst Name: RASZIPOVITS, ROBERTA **Analyst:** RRASZIPO
Action Date: 09/10/2010 **Action Time:** 09.31.17.009 **Action Data:** No

Comments CUSTOMER SAID: -SEE HISTORICAL'S-VEH IS AT THE DLRSH. -BOBBY B/S -S/M IS OUT AND NO ONE IS ABLE TO TELL ME ANYTHING.-WANTS TO KNOW WHEN THE FSE WILL COME OUT.DEALER SAID: LONGWOOD LINCOLN - MERCURY3505 N. U.S. 17-92LONGWOOD, FL 32750TEL.(800) 224-9660CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION, HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION).-ADV CUST THAT THE FSE IS A DLRSHP RESOURCE AND WE HERE AT THE CRC WOULDN'T HAVE ANY CONTACT INFORMATION FOR THE FSE OR KNOW WHEN HE/SHE WOULD BE COMING OUT.-ADV CUST TO CONTACT THE S/M AT THE DLRSHP ON MONDAY TO GO OVER THAT INFORMATION.

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION
Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 5500 MI **Comm Type:** PHONE
Analyst Name: TRAGER (KTRAGER),KAREN **Analyst:** KTRAGER
Action Date: 09/10/2010 **Action Time:** 10.02.26.939 **Action Data:** No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -SEE HISTORICS -CUST TO WORK WITH THE INSURANCE COMPANY ON THE ACCIDENT-9/5/10 ---CUST STATES THE INSURANCE COMPANY SAID THEY WILL PAY FOR THE DAMAGE--BUT THE INSURANCE COMPANY WANTS TO KNOW WHAT CAUSED THE ACCIDENT --WAS TOLD THE FSE IS TO LOOK OVER THE VEH--THE S/M IS NOT IN TODAY --WANT THE CRC TO GET THE FSE TO COME OUT TODAY AND NOT WAIT UNTIL MONDAY TO TALK TO THE S/M MY DLRSHP IS --LONGWOOD LINCOLN - MERCURY3505 N. U.S. 17-92LONGWOOD FL 32750(800) 224-9660-----I HAVE WAITED A WEEK FOR THE FSE AND NEED TO GET THIS VEH EXAMINED--VEH WAS FIRST TAKEN TO THE PRIVATE MECHANIC -RECOVERY ROOM -GEICO SENT IT THERE - THEN THEY TOWED TO THE FORD DLRSHP --EVERYTHING IS TAKING TOO LONG --NEED TO TALK TO THE FSE-- DEALER SAID: -CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE, OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK (NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)-CUST TO WAIT TILL MONDAY TO TALK TO THE S/M --S/M CAN REQUEST THE ZONE REP AND NOT THE CRC --

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION
Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 5000 MI **Comm Type:** PHONE
Analyst Name: KING, WILLIAM **Analyst:** WKING72
Action Date: 09/15/2010 **Action Time:** 09.26.02.985 **Action Data:** No

Caller Information If Different From Vehicle Owner:

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

[REDACTED] 9/16/2010

Comments CUSTOMER SAID: =CUST SEEKING FORD REP TO INVESTIGATE CAUSE OF GAS PEDAL OR BRAKES NOT WORKING=DEALER SAID: =LONGWOOD LINCOLN - MERCURY3505 N. U.S. 17-92LONGWOOD, FL 32750TEL: (800) 224-9660=CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK (NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)=ADV FORD REP IS DLR RESOURCE = ADV WORK WITH INSURANCE COMPANY =

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[REDACTED] 9/16/2010

All Action Details for Issue

Print

VIN: 3MEDM0L37AF [REDACTED] Year: 2010 Model: MILAN Case: 323202500
 Name: [REDACTED] Owner Status: Original WSD: 2009-12-15
 Symptom Desc: [REDACTED] Primary Phone: [REDACTED]
 Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]
 Issue Type: 03 CONCERN Issue Status: CLOSED
 Initial Customer Contact: 09/15/2010

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
 Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC. Origin Desc: DEALER
 Odometer: 5681 MI Comm Type: VISIT
 Analyst Name: JAY KLAHN Analyst: J-KLAHN
 Action Date: 09/13/2010 Action Time: 11.49.52.685 Action Data: No

Caller Information if Different From Vehicle Owner:

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

Comments CUSTOMER STATES THAT VEHICLE WAS BEING PARKED IN A PARKING DECK AND VEHICLE SUDDENLY ACCELERATED AND HIT A FENCE AND WALL. VEHICLE TOWED TO DEALER FOR COLLISION REPAIR. LONGWOOD LM HAD TECH PULL CODES AND ONLY FOUND P0480 CODE. TECH HOTLINE SUGGESTED CONTACTING CONSUMER AFFAIRS BEFORE ATTEMPTING ANY REPAIRS. CUSTOMER SEEKING TECHNICAL REPRESENTATIVE FROM FORD TO INSPECT VEHICLE. GEICO IS INSURANCE; CLAIM [REDACTED] DEALER CONTACT JAY KLAHN AT 407 322 4884 X215.

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 5681 MI Comm Type: PHONE
 Analyst Name: AYALA, MELINDA Analyst: MAYALA11
 Action Date: 09/15/2010 Action Time: 15.34.05.405 Action Data: No

Comments CSM MELINDA X7700 - IBC FROM ZM WARREN HERMENAU AND PSD JAY KLAHN ASKING FOR INFO FOR CONTACTING CONSUMER AFFAIRS - CSM SENT EMAIL WITH INSTRUCTIONS TO ACCESS FORM "DEALER/FLEET REQUEST FOR OGC REVIEW" TO BE COMPLETED BY DEALERSHIP.

Action: ESCALATED HANDLING REQUIRED - COMPLETE (EXPLAIN IN COMMENTS)
 Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC. Origin Desc: DEALER
 Odometer: 5681 MI Comm Type: PHONE
 Analyst Name: JAY KLAHN Analyst: J-KLAHN
 Action Date: 09/15/2010 Action Time: 16.35.24.358 Action Data: No

Comments SUBMITTED DEALER REQUEST FOR OGC REVIEW ON 9/15/10

Action: ESCALATED HANDLING REQUIRED - COMPLETE (EXPLAIN IN COMMENTS)
 Dealer: 11609 LONGWOOD LINCOLN-MERCURY, INC. Origin Desc: DEALER
 Odometer: 5681 MI Comm Type: PHONE
 Analyst Name: JAY KLAHN Analyst: J-KLAHN
 Action Date: 09/15/2010 Action Time: 16.39.49.749 Action Data: No

Comments DEALER SUBMITTED REQUEST FOR OGC REVIEW.

[REDACTED] 9/16/2010

Action: CONCERN ADDRESSED
Dealer: 11809 LONGWOOD LINCOLN-MERCURY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5681 MI **Comm Type:** OTHER
Analyst Name: AYALA, MELINDA **Analyst:** MAYALA11
Action Date: 09/16/2010 **Action Time:** 08.26.30.379 **Action Data:** Yes

Comments: CSM MELINDA X7700 - INFO SENT AND SUBMITTED BY DEALER - NO FURTHER ACTION FROM CSM

| Data Element Name | Data Value |
|---|------------|
| 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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9/16/2010



From: [REDACTED]
Sent: Monday, May 10, 2010 10:52 AM
To: [REDACTED]
Subject: Dealer/Fleet Request For OGC Review

Dealer/Fleet Request For OGC Review

Dealership/Fleet Name: TOM HOLZER FORD
Requesting Dealer/Fleet: TOM HOLZER FORD
Contact Person: DEAN SHORT
Title: SERVICE MANAGER

Address: [REDACTED]

Telephone: [REDACTED]

Email Address: [REDACTED]

PA Code: 02709

Region: detroit/pittsburgh

City: farmington hills

Dealer State: MI

WSD: 04/21/2010

Vehicle Year: 2010

Vehicle Model: fusion

Vehicle VIN: 3fahp0jgxa [REDACTED]

Mileage: 319

Customer/Fleet Name: [REDACTED]

Street Address: [REDACTED]

City: westbloomfield mi [REDACTED]

State: Michigan

Zip Code: [REDACTED]

Home Phone: [REDACTED]

5/11/2010

Work Phone: [REDACTED]
Customer Region: G2 - Detroit
Incident Involves: Accident
Date of Incident: 05/05/2010
County in which incident occurred: oakland
Is Alleging Defect: Yes
Alleging defect detail: customer stated engine sudden accel causing a rear end collision
Police Report Filed: Yes
Police Report detail: farmington hills,michigan
Insurance Company Contacted: Y
Insurance Company Advice: metlife
Insurance Company Contact Information: na
Coach Builder: no
Coach Builder State: AK - Alaska
Vehicle Location: here at tom holzer ford collision center
Resolution Sought Detail: customer wishes ford motor company to pay bill
Comments: please see dean scherrer at collison center please call [REDACTED]

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

5/11/2010

Report# : AEJA9001 NHL
CCRG/EPRC:S
Vehicle: 2010,FUSION,SEL ,SEDAN ,3FAHP0JGXAR [REDACTED]
Odometer : 313 M
Transmission: 6SP 6F MID
Dealer: USA 02709 Tom Holzer Ford, Inc.
City: Farmington Hills
Originator: DEAN SHORT
Symptom: 6 17 0 00 DRVABL,SLW RET-IDLE,OTHER-CODE NA,OTHER-CODE NA
Status:
VFG: V44 POWERTRAIN MALFUNCTION
Additional Symptom: ALLEGED HIGH IDLE
Fix: **Causal Component :**
Condition Code:

Received: 05/10/2010
Date: 05/10/2010
Build Date: 03/16/2010
Engine: 3.0L 4V
Calibration: ADE1F60A
Axle: 3.208 FDR
A/C: YES
Phone#: (248) 474-1234
State: Michigan
Country : USA

Hotliner: PJACOB45 **Phone:** 000 000-0000 **Regn Cd:** G2 Detroit
Engineering: **Phone:** **TAR:**
Dir Contact: DEAN SHORT **Phone:** 248 474-1234 **Title Cde:** SM

KOEO:
KOEC:
KOER:

REPAIR 05/10/2010 09:03AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
 WEB FORM DATA - CONCERN: VEHICLE ACCEL BY ITSELF CAUSING ACCIDENT
 CUSTOMER STATES ENGINE SURGED AND REARENDED SOMEONE DOING DAMAGE TO
 VEHICLE ,CUSTOMER HAD CAR TOWED IN FRIDAY I ADVISED THEM TO CONTRACT
 INSURANCE COMPANY ,CUSTOMER WANTS FORD TO EVALUATE THE VEHICLE FOR
 DAMAGE PLEASE ADVISE ON FSE TO INSPECT DIAGNOSTICS: NONE WAITING
 FOR FORD ASSISTANCE POSS FSE PARTS REPLACED:: NONE TECH
 QUESTION: COULD WE ARRANGE FSE TO INSPECT VEHICLE PRIOR TO INSURANCE
 ADJUSTER THANKS

RECOMM 05/10/2010 09:03AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
 DEAN, DUE TO THE DAMAGED TO THE VEHICLE ALLEGEDLY CAUSED BY A CONCERN
 WITH THE VEHICLE, SUBMIT A CONSUMER AFFAIRS REQUEST FORM AVAILABLE AT
 FMCDEALER.COM(SEARCH CONSUMERS AFFAIRS TO BRING UP THE FORM), THE FORM
 IS ALSO AVAILABLE IN THE WARRANTY AND POLICY MANUAL.

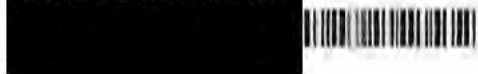
[REDACTED] 5/11/2010





**Service of Process
Transmittal**

03/04/2011
CT Log Number 518131811



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

RE: Process Served in North Carolina

FOR: Ford Motor Company (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Summons, Return Form, Complaint, Exhibit

COURT/AGENCY: Wake County Superior Court, NC
Case # 11CV53350

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - North Carolina New Motor Vehicle Warranties Act-2009 Ford Escape-VIN: 1FMCU93G59K [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Raleigh, NC

DATE AND HOUR OF SERVICE: By Certified Mail on 03/04/2011 postmarked on 03/02/2011

JURISDICTION SERVED: North Carolina

APPEARANCE OR ANSWER DUE: Within 30 days after you have been served

ATTORNEY(S) / SENDER(S): [REDACTED]

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794494246200
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: C T Corporation System
PER: Ronnie Strickland
ADDRESS: 150 Fayetteville St.
Box 1011
Raleigh, NC 27601
TELEPHONE: 919-821-7139

OFFICE OF THE
GENERAL COUNSEL
11 MAR -7 P.55
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.

NORRIS EMERY

A PROFESSIONAL LIMITED LIABILITY COMPANY

GLENN E. EMERY

March 2, 2011

Ford Motor Company
c/o CT Corporation System
150 Fayetteville Street, Box 1011
Raleigh, NC 2760

Re: [REDACTED] *v. Ford Motor Company*
11 CVS 003350 (Wake County)

Dear Sir or Madam:

Enclosed please find a summons and complaint for the above-referenced matter served upon you as the registered agent for Ford Motor Company.

Sincerely,

[REDACTED]

Enclosure

Cc: Sharee M. Covington

STATE OF NORTH CAROLINA

File No.

11 CVS

WAKE County

In The General Court Of Justice

District Superior Court Division

Name Of Plaintiff

Address

City, State, Zip

Raleigh

NC

VERSUS

G.S. 1A-1, Rules 3, 4

CIVIL SUMMONS
 ALIAS AND PLURIES SUMMONS

Name Of Defendant(s)

Ford Motor Company

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Ford Motor Company

c/o CI Corporation System

150 Fayetteville Street, Box 1011

Raleigh

NC 27601

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

Date Issued

Time

AM PM

NC

Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

AM PM

Signature

Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
11 CVS



Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

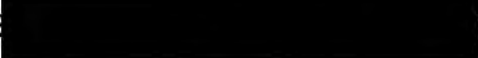
COMPLAINT

Plaintiffs, complaining of Defendant, allege and say:

JURISDICTION

1. Jurisdiction and venue is proper in this Court because Defendant Ford Motor Company transacts business in Wake County, and at the time of the transaction Plaintiff resided here.

PARTIES

2. Plaintiffs  ("Plaintiffs") are citizens and residents of Raleigh, Wake County, North Carolina.

3. Defendant Ford Motor Company, Inc. ("Ford") is a foreign corporation authorized to do business and doing business in the State of North Carolina.

FACTUAL ALLEGATIONS

4. At all times relevant hereto Plaintiffs, as the purchasers of the vehicle that is the subject of this action, were buyers of goods.

5. At all times relevant hereto Plaintiffs were purchasers, other than for purposes of resale, of a motor vehicle.

6. Ford is a manufacturer of self-propelled motor vehicles.

7. Ford manufactures, assembles, imports, or distributes new motor vehicles that are sold in the State of North Carolina, including the vehicle that is the subject of this action, a 2009 Ford Escape, VIN # 1FMCU93G59K [REDACTED] ("the Vehicle").

8. The Vehicle is a self-propelled motor vehicle.

9. A certificate of origin for the Vehicle was never supplied to any consumer prior to its sale to Plaintiffs.

10. Ford sold or distributed the Vehicle to University Ford, Inc. ("Dealer"), a motor vehicle dealer located in Durham, North Carolina.

11. Dealer is an authorized dealer for Ford's motor vehicles and, as an authorized dealer, is engaged in the business of motor vehicle sales and warranty repairs on behalf of Defendant.

12. On or about August 7, 2009, Plaintiffs, for personal use, purchased the Vehicle from Dealer for a total selling price of \$27,755.00. (Bill of Sale, attached hereto as Exhibit A).

13. Dealer sold the Vehicle to Plaintiffs as a new vehicle with written warranties from Defendant.

14. The warrantor for the express warranty is Ford Motor Company.

15. Plaintiffs have serviced and maintained the Vehicle in accordance with the guidelines of the Vehicle Owner's Manual.

16. Pursuant to the express written warranty given to Plaintiffs, Defendant promised to repair or replace free of charge any parts found defective in material or workmanship within thirty-six (36) months or 36,000 miles from original delivery of the Vehicle.

17. Since the date of purchase, the Vehicle has suffered from various problems due to defects in material or workmanship, including but not limited to the following problems related to the transmission: stalling, trouble shifting, leaking fluid, and vibrations.

18. The defects or nonconformities arose within the first twenty-four months or twenty-four thousand miles following original delivery to Plaintiffs.

19. Plaintiff has presented the Vehicle to Defendant's authorized dealer, University Ford, Inc., for repairs five (5) times for the same above referenced problems or nonconformities, and it has been in the shop over thirty seven (37) business days within a twelve (12) month period of the warranty.

20. Plaintiffs have allowed Defendant a reasonable number of attempts to fix the defects or nonconformities.

21. Despite Defendant's attempts to repair the Vehicle, the same defects or nonconformities continue to exist.

22. Plaintiffs have lost faith in the Vehicle due to the defects in material or workmanship and the resulting condition of the Vehicle.

23. The defects or nonconformities in the Vehicle substantially impair its value to Plaintiffs.

24. This cause arises out of Defendant's misrepresentation, breaches of warranty and contract, and violations of statutes, as herein set forth.

**FIRST CLAIM FOR RELIEF
(North Carolina New Motor Vehicles Warranties Act)**

25. Plaintiffs reallege all preceding paragraphs and incorporate them herein by reference.

26. Due to Vehicle's defects in material or workmanship and the Vehicle's resulting condition, the Vehicle does not conform to Defendant's express written warranty.

27. The defects or conditions, or series of defects or conditions, alleged herein began no later than 24 months or 24,000 miles following the Vehicle's original delivery to Plaintiffs.

28. The defects or nonconformities are not the result of abuse, neglect, odometer tampering, or unauthorized modifications or alterations of the Vehicle by Plaintiffs or anyone acting on Plaintiffs' behalf.

29. Plaintiffs have rejected or revoked acceptance of the Vehicle within a reasonable time and have demanded a full refund from Defendant.

30. Defendant has not complied with Plaintiffs' demand.

31. Plaintiffs gave Defendant ten (10) days written notice of intent to bring an action against Defendant.

32. Defendant has refused to repurchase or replace the Vehicle, as required by N.C. Gen. Stat. § 20-351.3(a).

33. Defendant has unreasonably refused to comply with N.C. Gen. Stat. § 20-351.2 and/or N.C. Gen. Stat. § 20-351.3.

34. Defendant is engaged in a pattern of misrepresentation to Plaintiffs and other consumers in North Carolina of the requirements and remedies available under the North Carolina Motor Vehicles Warranty Act, and refuses to abide by the Act's terms.

35. As a direct and proximate result of the aforesaid defects and Defendant's inability or refusal to repair them, and Defendant's refusal to replace the Vehicle or refund its price, Plaintiffs have suffered and continue to suffer actual, incidental and consequential damages.

**SECOND CLAIM FOR RELIEF
(Breach of Implied Warranty of Merchantability)**

36. Plaintiffs reallege all preceding paragraphs and incorporate them herein by reference.

37. Under the North Carolina Uniform Commercial Code, N.C. Gen. Stat. § 25-2-104, Defendant is a "merchant" with respect to motor vehicles.

38. Pursuant to N.C. Gen. Stat. § 25-2-314, an implied warranty that the Vehicle was merchantable arose by operation of law as part of the sale.

39. Defendant breached the implied warranty of merchantability in that the Vehicle was not in merchantable condition when sold or at any time thereafter, was not fit for the ordinary purposes for which such goods are used, and will not pass without objection in the trade.

40. Plaintiffs notified Defendant of the defects in the Vehicle within a reasonable time after discovery of the breach.

41. Pursuant to N.C. Gen. Stat. § 25-2-714(2), Defendant's breach of the implied warranty of merchantability entitles Plaintiffs to recover damages equal to the difference at the time and place of acceptance between the value of the Vehicle as accepted and the Vehicle's value had it been as Defendant warranted.

**THIRD CLAIM FOR RELIEF
(Revocation of Acceptance)**

42. Plaintiffs reallege all preceding paragraphs and incorporate them herein by reference.

43. Defendant extended to Plaintiffs a written warranty that formed part of the basis of the bargain and that Plaintiffs relied upon in purchasing the Vehicle.

44. Plaintiffs accepted the Vehicle without knowledge of its nonconformities, which would have been difficult to discover before acceptance.

45. Plaintiffs' acceptance of the Vehicle was induced by the assurance of Defendant's agents and/or employees that the Vehicle conformed to the terms of the express warranty and/or the contract of sale.

46. Pursuant to N.C. Gen. Stat. § 25-2-608 Plaintiffs have given notice, and do hereby give notice, to Defendant of revocation of acceptance of the Vehicle because it has, and has had, defects that substantially impair its value to them.

47. The revocation of acceptance occurred within a reasonable time after Plaintiffs discovered or should have discovered the grounds for it, and before any substantial change in the condition of the Vehicle not caused by its own defects.

48. Defendant failed or refused to repair or replace defects in Plaintiffs' vehicle that appeared within the warranty period and which were latent defects present at the time Plaintiffs took delivery.

49. Defendant, through its agents and/or employees, assured Plaintiffs that it would seasonably cure any nonconformity and would make the Vehicle conform to the contract of sale.

50. Defendant's warranties have failed of their essential purposes, and under N.C. Gen. Stat. § 25-2-719(2) Plaintiffs may have any remedy provided by the Uniform Commercial Code.

51. As a direct and proximate result of the previously mentioned breaches of written and implied warranties, Plaintiffs have sustained the losses and damages.

**FOURTH CLAIM FOR RELIEF
(Cancellation Under the Magnuson-Moss Warranty Act (15 U.S.C. 2301))**

52. Plaintiffs reallege all preceding paragraphs and incorporate them herein by reference.

53. Plaintiffs' Fourth Claim for Relief is an action brought pursuant to § 2310(d) of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301-2312 (hereafter "Magnuson-Moss") for actual damages and to cancel the contract pursuant to Plaintiffs' revocation of acceptance.

54. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301(d)-(a).

55. The Vehicle is a "consumer product" as that term is defined in 15 U.S.C. § 2301(1), and was manufactured after July 4, 1975.

56. Defendant is a "supplier" and "warrantor" as those terms are defined in 15 U.S.C. § 2301(4), (5).

57. Plaintiffs are "consumer[s]" as that term is defined in 15 U.S.C. § 2301(3).

58. Defendant has no dispute resolution mechanism which meets the requirements of 16 C.F.R. Part 703, promulgated by the Federal Trade Commission (FTC) pursuant to § 2310(a)(2) of Magnuson-Moss.

59. On several occasions as described above, Plaintiffs gave Defendant a reasonable opportunity to cure its failure to comply with its warranties and Defendant did not cure.

60. As a direct and proximate result of the aforesaid breaches of warranty Plaintiffs have sustained and continue to sustain losses and damages.

FIFTH CLAIM FOR RELIEF
(Damages Under the Magnuson-Moss Warranty Act (15 U.S.C. 2301 et seq.))

61. Plaintiffs reallege all preceding paragraphs and incorporate them herein by reference.

62. Plaintiffs' Fifth Claim for Relief, brought in the alternative to the Fourth Claim for Relief, is against Defendant pursuant to 15 U.S.C. § 2301(d) of the Magnuson-Moss Warranty Act for actual damages incurred by Defendant's breach of express and implied warranties.

63. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

64. Despite repeated demands, and despite the fact that Plaintiffs have complied with all reasonable terms and conditions imposed by Defendant, Defendant has acknowledged that it is unable or unwilling to remedy within a reasonable time the defects set forth above.

65. Defendant's failure to comply with its written and implied warranties to Plaintiffs violates the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(1).

66. As a direct and proximate result of Defendant's breaches of written and implied warranties, and Defendant's failure to remedy the same within a reasonable time and without charge to Plaintiffs, Plaintiffs have sustained and continue to sustain losses and damages.

WHEREFORE, Plaintiffs prays:

1. That, pursuant to N.C. Gen. Stat. § 20-351 et seq, Plaintiffs have and recover from Defendant:


- a. At Plaintiffs' election, either replacement of the defective vehicle with a comparable, new vehicle without any usage or mileage deduction, or refund of the full contract price including, but not limited to, charges for undercoating, dealer preparation and transportation, and installed options, plus the non-refundable portions of extended warranties and service contracts;
- b. all collateral charges, including but not limited to, sales tax, license and registration fees, and similar government charges;

- c. any finance charges incurred by Plaintiffs after the first date the nonconformity was reported to Defendant, its agents, or its authorized dealer; said amount to be computed with information from the lienholder;
 - d. taxes, loss of use, insurance, and replacement costs of the Vehicle;
 - e. attorney fees pursuant to N.C. Gen. Stats. §§ 20-351.8 and 75-16.1.
 - f. treble the amount of any damages recovered against Defendant pursuant to N.C. Gen. Stats. §§ 20-351.8 and 75-16.
2. That, pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d), Plaintiffs have and recover of Defendant:
- a. damages, in an amount to be determined at trial, caused by Defendant's failure to comply with its express and implied warranty obligations; and
 - b. reasonable attorney's fees.
3. That interest and the costs of this action be taxed to Defendant;
4. That this matter be tried by a jury; and
5. For such other and further relief as the Court may deem just and proper.

This the 23rd day of February, 2011.

NORRIS EMERY, P.A.C

By:


Cliff E. Emery
NC Bar No. 37266
J. Matthew Norris


Counsel for Plaintiffs

Exhibit A

NO VEHICLE INSURANCE (COLLISION OR LI... (TY) IS INCLUDED

UNIVERSITY FORD, INC.

FORD # 18202

East-West Expressway, Duke St. East
#60 Juban Carr S.W.P.O. Box 3575
Durham, NC 27709
DEAL-NO: 160146

Phone: 919-482-9177
Fax: 919-482-1188

| | | | |
|-----------------------|-------------|--------------|----------|
| INSURANCE INFORMATION | | | |
| GMAC | | | |
| PLATE IN | MAKE | MODEL | |
| 1995 IN | JEEP | GRAND CHEROK | |
| VIN# | 1J4GZ58S9PC | MILEAGE | 219544 |
| LIEN TO: | | | |
| FINCH | ACCT # | | |
| N/A | TO | OK'D BY | 2ND LIEN |

PURCHASER DATE

| | | |
|---|--------------|---------|
| 08/07/2009 | | |
| RALEIGH | STATE NC | |
| REG. PHONE | BUS. PHONE | |
| STK# 83607 | YEAR 2009 | |
| MAKE FORD | MODEL ESCAPE | TYPE MP |
| VIN# NCU93G59K | | CYL |
| Email: | | |
| TOTAL PRICE OF VEHICLE | 27755.00 | |
| TRADE ALLOWANCE | 4500.00 | |
| LESS BALANCE OWED | N/A | |
| TRADE EQUITY | 4500.00 | |
| HIGHWAY USE TAX | 697.50 | |
| EXTENDED SERVICE PLAN | 2000.00 | |
| ADMINISTRATIVE/DOCUMENTARY FEE | 399.00 | |
| <input type="checkbox"/> TAG <input type="checkbox"/> TRANSFER TAG | 55.00 | |
| BALANCE | 26406.65 | |
| MANUFACTURER REBATE(S) | 2500.00 | |
| DEPOSIT AND/OR PARTIAL PAYMENT | N/A | |
| CASH ON DELIVERY (C.O.D.) | N/A | |
| TOTAL BALANCE DUE (CASH OR FINANCE) | 23906.65 | |
| * USED CAR CONTRACTUAL DISCLOSURE STATEMENT * | | |
| "THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF THE SALE." | | |
| SPECIAL NOTES: | | |

FOR YOUR SATISFACTION
The sale is expressly subject to the terms and conditions set forth below. The entire agreement between the Buyer and the Seller is embodied in this writing and the writing constitutes the full and final express of the agreement between the parties. Any statement, whether oral or written, made by the Seller's personnel which is not included in the terms and conditions set forth below is not a part of the agreement for the purchase of the vehicle herein described.
The Buyer acknowledges that any warranties on the vehicle sold hereby are those made by parties other than University Ford, Inc. The Seller, University Ford, Inc., hereby disclaims all warranties, expressed or implied, including implied warranties of MERCHANTABILITY and fitness for a particular purpose; and, University Ford, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.
The Buyer understands that he/she is purchasing this vehicle solely under the conditions indicated below:

| | | |
|------------------------------|-----------|---------|
| How vehicle warranty | Buyer | Manager |
| Balance of factory warranty | X | SN |
| Extended service plan | Purchased | SN |
| | Refused | |
| Sold "as is" - no warranties | XX | |

If not initialed above, the vehicle is sold "as is" - No warranties.
Extended Service Plan:
If purchased, the parties agree that the sole purpose of the Extended Service Plan shall be to provide the Buyer with repair and/or replacement of defective parts as described in the terms thereof. The Buyer agrees that the Extended Service Plan is the sole and exclusive remedy and that it shall not be deemed to have been intended for an essential purpose so long as the Seller is willing and able to repair and replace defective parts in the manner prescribed by the terms of the Extended Service Plan.
The Buyer acknowledges that a copy of the Extended Service Plan is attached hereto and that he/she has read and understands the terms thereof. If not initialed, the Buyer acknowledges that an Extended Service Plan was offered, but that he/she decided to purchase it.
Physical Damage:
This vehicle may have been subject to physical damage. Buyer(s) has inspected vehicle and finds it satisfactory to his/her acceptance.
Partial Payments:
Buyer(s) understand that any partial payments made as a part of this sale or placed to reduce University Ford, Inc. in order to locate a vehicle, is not refundable unless financing cannot be arranged.
Ownership/Lessor's Note:
Buyer understands that Seller does not guarantee a delivery (no on or off) to be ordered or located.
Equipment/Options:
Buyer(s) understands that the only equipment to be added or repairs to be made to the vehicle are those which are specifically listed in this agreement.
Buyer(s) Certifications:
Buyer(s) certifies that he/she is 18 years old or over and warrants that he/she is the true and lawful owner of the vehicle traded in (if applicable) and that said trade-in is free from all encumbrances except those noted on this agreement.
This agreement is not assignable nor cancellable and is not binding until accepted by a manager of University Ford, Inc. The buyer(s) acknowledge that they have read, understand, and accept all the terms and conditions of this agreement.
In order to provide the highest quality service to our customers and to insure that your vehicle is properly insured, registered and titled, this dealership charges an administrative / documentary fee of \$150.00 to handle those transactions.
As part of our customer sales support, this dealership maintains relationships with lending institutions to provide our customers with options of possible financing. These lenders may compromise the dealership by accepting, processing and submitting the vehicle loan to the lending institution.

AGREEMENT TO ARBITRATE DISPUTES:

The following Agreement to Arbitrate Disputes can significantly affect your rights in any dispute with us. Please read it carefully before signing the Contract.
1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
Any claim or dispute, whether in contract, tort, statute or otherwise including the interpretation and scope of this clause, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, which arise out of or relate to your credit application, 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, unless otherwise provided herein. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You or we may choose one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 35 Madison Avenue, Floor 10, New York, NY 10017 www.adr.org or the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405 www.naf-forum.com You may obtain 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 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. We and you your (emp. services or car management) fee and your arbitrator or hearing fee up to a maximum of \$1,500. We shall also pay additional amount of such fees that the arbitrator determines we must pay in order to make the Agreement to Arbitrate Disputes enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three party panel. If any provision under this Arbitration Clause, other than waivers of class action rights, is deemed to be unenforceable for any reason, the remainder shall remain enforceable. This Agreement to Arbitrate Disputes, and any arbitration conducted hereunder, shall be governed by the Federal Arbitration Act 15 U.S.C. § 1, et seq.
You and we further retain any rights to self-help remedies, such as repossession. You and we further retain the right to seek individual remedies in small claims court for individual claims or disputes (as opposed to a class claim) so long as the amount in controversy is \$2500 or less.

ANTORIOS, DARY
SALESPERSON
ACCEPTED: UNIVERSITY FORD, INC.
WHITE, STEPHORE G
BY
MANAGER
BUYER'S SIGNATURE
BUYER'S SIGNATURE
DATE 08/07/2009
DATE 08/07/2009

ISSUE LIST

| Last Handling Date/ Issue Status | Name/ Reason Desc | Vin/ Case No. | Model Year and Vehicle Line | Issue Type |
|-------------------------------------|---|-------------------------------------|--------------------------------|---------------|
| 9/22/2010 CLOSED | NICOLE G CAMERON CORRESPONDENCE - CORRESPONDENCE | 1FMCU93G59K [REDACTED] 392930050 | 2009 ESCAPE | 01 |
| 8/28/2010 CLOSED | NICOLE G CAMERON CLP - IN - SERVICE REPAIR - AT RISK | 1FMCU93G59K [REDACTED] 392930050 | 2009 ESCAPE | 04 |
| 7/30/2010 CLOSED | NICOLE G CAMERON PARTS - REMANUFACTURED | 1FMCU93G59K [REDACTED] 392930050 | 2009 ESCAPE | 01 |
| 7/30/2010 CLOSED | NICOLE G CAMERON CLP - IN - SERVICE REPAIR - AT RISK | 1FMCU93G59K [REDACTED] 392930050 | 2009 ESCAPE | 04 |
| 1/8/2010 CLOSED | NICOLE G CAMERON DEALERSHIP - NEGATIVE FEEDBACK | 1FMCU93G59K [REDACTED] 392930050 | 2009 ESCAPE | 03 |

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMCU93G59K [REDACTED] Year: 2009 Model: ESCAPE Case: 392930050
Name: [REDACTED] Owner Status: Original WSD: 2009-08-07
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL -
CORRESPONDENCE CSR

Odometer: 19481 MI

Comm Type: SURVEY

Analyst Name: MARSHA WOJEWSKI-BOYD
(MWOJEWSK)

Analyst: MWOJEWSK

Action Date: 09/22/2010

Action Time:
10.20 40.416

Action Data: No

Comments CUSTOMER SAID: C3C SURVEY-VOC-BELOW AVG PERFORMANCE FOR AUTO AND CUST SERVICE IS APPARANTLY ACCEPTABLE WITH THE NEW FORD-I REQUESTED THAT MARIE FOLLOW UP AND SHE HAS NOT. I AM LED TO BELIEVE THAT YOU DONT CARE IF WE EVER BUY ANOTHER FORD AGAIN-OUR FORD HAS BEEN PART OF A RECALL TWICE AND THE ENGINE INTERMITTENTLY MISFIRES, STALLS AND UNDER PERFORMS ALMOST 2.5MPG THAN BEFORE IT WAS FIXED AT UNIVERSITY FORD-I REQUESTED THAT ENGINEERING LOOK AT THIS. I AM LED TO BELIEVE YOU WOULD RATHER I FILED LEMON LAWPER HISTORICS CUST CONCERN COULD NOT BE DUPLICATE AND HE WAS EXPLAINED THE PROCESS WHEN A CONCERN CAN NOT BE DUPLICATED. NO CONTACT REQUIRED CRC ADVISED: ADD ATTACHMENT TO ISSUE

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All Action Details for Issue

Print

VIN: 1FMCU93G59K [REDACTED] Year: 2009 Model: ESCAPE Case: 392930050
 Name: [REDACTED] Owner Status: Original WSD: 2009-08-07
 Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS 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 - CUSTOMER PERCEIVES MULTIPLE REPAIR
 Dealer: 06634 UNIVERSITYFORD INC Origin Desc: US CONCERN CASE BASE
 Odometer: 18000 MI Comm Type: PHONE
 Analyst Name: DOREEN (CDOREEN),CHEESEMAN Analyst: CDOREEN
 Action Date: 07/30/2010 Action Time: 15.48.13.373 Action Data: No

Caller Information If Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|------------|------------|--------------|
| [REDACTED] | | [REDACTED] | [REDACTED] | FRIEND |

Comments CUSTOMER SAID: - TRANS WORKED ON TWICE SO FAR BEFORE - IT IS HAPPENING AGAIN - CUST STATES THE TRANS DROPS GEARS ON HWY AND SLIPS - TOOK TO THE DEALER AND COULDN'T FIND ANYTHING WRONG - WENT ON TEST DRIVE AND RUNNING DIAGNOSTIC RIGHT NOW ON THE VEH - CUST CALLING FORD TODAY I WANT FORD TO PUT NEW TRANSMISSION IN THE VEH AND FIX IT UNIVERSITY FORD INC 600 JULIAN CARR STREET DURHAM, NC 27701 TEL: (800) 642-5096- SPOKE TO S/A CHRIS O. -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- CRC ADVISED FIANCEE - BRADFORD GRIFFIN THE ABOVE - (252) 327-2723

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 06634 UNIVERSITYFORD INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 18000 MI Comm Type: PHONE
 Analyst Name: BASULTO (MBASULTO), MARIA Analyst: MBASULTO
 Action Date: 08/02/2010 Action Time: 12.10.41.570 Action Data: Yes

Comments CCS MBASULTO EXT 7762 OBC TO DLR UNABLE TO REACH S/M LEFT VOICE MESSAGE REQUESTING CASE UPDATES THANK YOU CCS MADE OBC TO CUST SPOKE WITH MR GRIFFIN. CUST SAID THE VEH WAS REPAIRED FOR TRANSMISSION PROBLEMS NOW THE TRANSMISSION IS ACTING UP AGAIN THE LAST TIME AT THE DLR WAS LAST WEEK, THE VEH IS HAVING THIS INTERMITTENTLY HOWEVER IS HAPPENING MORE OFTEN THE DLR WAS UNABLE TO DUPLICATE THE CONCERN CUST SEEKING TO GET THE TRANSMISSION REPLACED CCS EDUCATED CUST AND ADVISED CCS IS UNABLE TO AUTHORIZE TRANSMISSION REPLACEMENT CCS ADVISED THE DLR WILL NEED TO VERIFY THE CONCERN CCS ADVISED WILL BE MORE THAN HAPPY TO ARRANGE AN APPOINTMENT FOR THE VEH TO GET DIAGNOSED CUST SAID HE WAS LEAVING IN A HONEY MOON TRIP AND WAS UNABLE TO TAKE CARE OF THIS ISSUE NOW REQUESTED FOR CCS TO CONTACT HIM BY NEXT TUESDAY 8/10

| Data Element Name | Data Value |
|---------------------------|------------|
| DATE OF FOLLOW UP: | 08-10-2010 |
| TIME OF FOLLOW UP (HH:MM) | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: DEALER

Odometer: 18000 MI

Comm Type: VISIT

Analyst Name: RICK TEMPLE

Analyst: R-TEMPL1

Action Date: 08/03/2010

Action Time: 10.55.19.392

Action Data: No

Comments RODE WITH CUSTOMER AND EXPLAINED THAT SOFTWARE UPDATE CREATED THE NEED TO RELEARN DRIVE HABITS. COMPLAINTS FROM CUSTOMER ARE NORMAL FOR THIS VEHICLE. NO ABNORMAL CONDITIONS EXSIST. CUSTOMER CONCERNED SINCE REPAIRS WERE MADE UP PROGRAM. NO FURTHER ACTIONS NEEDED AT THIS TIME. CONDITIONS ARE NORMAL FOR THIS VEHICLE.

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

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 18000 MI

Comm Type: PHONE

Analyst Name: BASULTO (MBASULTO),MARIA

Analyst: MBASULTO

Action Date: 08/11/2010

Action Time: 16.27.38.986

Action Data: Yes

Comments -CCS MBASULTO OBC TO CUST SPOKE WITH MR GRIFFIN CUST SAID IS UNABLE TO SPEAK WITH CCS AT THIS TIME CCS WILL FOLLOW UP AGAIN TOMORROW 8/12

| <u>Data Element Name</u> | <u>Data Value</u> |
|----------------------------|-------------------|
| DATE OF FOLLOW UP: | 08-12-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

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

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 18000 MI

Comm Type: PHONE

Analyst Name: BASULTO (MBASULTO),MARIA

Analyst: MBASULTO

Action Date: 08/12/2010

Action Time: 16.59.04.422

Action Data: Yes

Comments -CCS MBASULTO EXT 7042 CCS MADE OBC TO CUST UNABLE TO REACH MR. GRIFFIN CCS LEFT VOICE MESSAGE AND ADVISED WILL FOLLOW UP AGAIN MONDAY 8/16

| <u>Data Element Name</u> | <u>Data Value</u> |
|----------------------------|-------------------|
| DATE OF FOLLOW UP: | 08-16-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 18000 MI

Comm Type: PHONE

Analyst Name: BASULTO (MBASULTO),MARIA

Analyst: MBASULTO

Action Date: 08/13/2010

Action Time: 10.13.18.715

Action Data: No

Comments CCS MBASULTO EXT 7762 OBC TO DLR SPOKE WITH RICK S/M ADVISED WE RETURNED THE VEH TO

THE CUST AND WENT THROUGH EVERYTHING AND WERE UNABLE TO DUPLICATE ANY CONCERN THE VEH IS RELEARNING THE DRIVING HABITS THIS IS A NORMAL CONDITION OF TH VEH.CCS SPOKE WITH MR. GRIFFIN CUST SAID HE TOOK THE VEH FROM THE DLR AND THE VEH IS STALLING AGAIN CUST DOES NOT FEELS SAFE CUST SEEKING REPAIRS -CCS ASKED CUST WHEN WILL BE A GOOD TIME TO TAKE THE VEH IN CUST SAID HE MAY BE ABLE TO TAKE IT IN TOMORROW WILL NEED A RENTAL VEH CCS ADVISED WILL CONTACT THE DLR FOR ARRANGMENTS CCS WILL FOLLOW UP WITH CUST AGAIN ON 8/16 CCS MADE OBC TO DLR SPOKE WITH RICK S/M TOMORROW WILL NOT BE ABLE TO TAKE THE VEH IN DUE TO SERVICE SCHEDULE S/M WILL HAVE A B/A CALL CUST AND MAKE ARRANGMENT FOR APPOINTMENT ON NEXT WEEK.

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

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 18000 MI

Comm Type: PHONE

Analyst Name: BASULTO (MBASULTO),MARIA

Analyst: MBASULTO

Action Date: 08/16/2010

Action Time: 16.30.26.235

Action Data: Yes

Comments CCS MBASULTO EXT 7762 OBC TO CUST [REDACTED] SPOKE WITH MR. GRIFFIN CUST SAID THE VEH IS AT THE DLR NOW CUST SAID THE DLR GAVE HIM A RENTAL, CUST SAID THE DLR SAID THE REPAIR WAS NOT GOING TO TAKE LONG HOWEVER THE VEH IS STILL AT THE DLR CCS ADVISED WILL MAKE CONTACT WITH THEM AND FOLLOW UP AGAIN 8/19

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 08-19-2010 |
| TIME OF FOLLOW UP (HH:MM): | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: DEALER

Odometer: 19481 MI

Comm Type: VISIT

Analyst Name: RICK TEMPLE

Analyst: R-TEMPL1

Action Date: 08/18/2010

Action Time: 07.55.11.308

Action Data: No

Comments TEST DROVE 46 MILES. COULD NOT VERIFY COMPLAINT. CONTACT HOTLINE, MONITORED ENGINE, ALL PIDS OK, NO CODES IN SYSTEM, CHECKED MODE 6 DATA, NO EVIDENCE OF CONCERN. RECALIBRATED PCM TO LATEST UPDATE, NO PROBLEM WAS FOUND AT THIS TIME. CALLED CUSTOMER 8/17/10. CUSTOMER STATED HE WOULD NOT BE ABLE TO PICK UP UNTILL 8/18/10. CUSTOMER IN TAP VEHICLE.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: DEALER

Odometer: 19481 MI

Comm Type: PHONE

Analyst Name: RICK TEMPLE

Analyst: R-TEMPL1

Action Date: 08/18/2010

Action Time: 12.33.13.854

Action Data: No

Comments I SPOKE TO CUSTOMER JUST BEFORE NOON. HE INDICATED THAT HE WOULD NOT BE PICKING HIS CAR UP AND THAT HE PLANNED TO KEEP RENTAL. I DISCUSSED WITH HIM THE PROCESS WE HAD GONE THROUGH AND COULD NOT MAKE A REPAIR ON AN ISSUE WITHOUT VERIFYING THE CONDITION AND THAT THE RENTAL WAS PROVIDED BY THE DEALERSHIP. HE STATED THAT HE PLANNED TO FILE LEMON LAW ON THE VEHICLE. HE REQUESTED COPIES OF ALL REPAIRS.

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

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 19481 MI

Comm Type: PHONE

Analyst Name: BASULTO
(MBASULTO),MARIA

Analyst: MBASULTO

Action Date: 08/19/2010

Action Time:
16.48.43.829

Action Data: Yes

Comments CCS MBASULTO EXT 7762 CCS SPOKE WITH MR. GRIFFIN CUST SAID HE IS NOT GOING TO DRIVE THE VEH SINCE HE DOES NOT FEEL SAFE HOWEVER HE WAS WAITING ON THE DLR TO PROVIDE MORE INFORMATION, CUST FEELS THERE IS SOMETHING THAT IS NOT RIGHT CUST SAID HE WILL FILE LEMON LAW CCS ADVISED IF CUST WOULD LIKE CCS CAN FOLLOW UP WITH CUST BY 8/25 CCS EDUCATED CUST REGARDING PROCESS ON AN UNABLE TO DUPLICATE SITUATION

| Data Element Name | Data Value |
|---------------------------|------------|
| DATE OF FOLLOW UP: | 08-25-2010 |
| TIME OF FOLLOW UP (HH:MM) | 18:00 |

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: DEALER

Odometer: 19481 MI

Comm Type: VISIT

Analyst Name: RICK TEMPLE

Analyst: R-TEMPL1

Action Date: 08/23/2010

Action Time: 10.24.22.605

Action Data: No

Comments CUSTOMER PICKED UP VEHICLE 8/18/2010.

Action: CONCERN ADDRESSED

Dealer: 06634 UNIVERSITYFORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM

Odometer: 19481 MI

Comm Type: PHONE

Analyst Name: BASULTO
(MBASULTO),MARIA

Analyst: MBASULTO

Action Date: 08/26/2010

Action Time:
13.27.52.211

Action Data: Yes

Comments CCS MBASULTO EXT 7762 AS PER DLR COMMENTS THE VEH WAS REPAIRED AND RETURNED TO CUST, CCS MADE OBC TO CUST SPOKE WITH MR. GRIFFIN CUST SAID THE VEH IS WORKING BETTER HOWEVER HE IS NOT SATISFIED WITH THE VEH, CCS ADVISED IF THERE IS NOTHING WE CAN DO CCS ADVISED CUST TO TAKE THE VEH IN FOR A SECOND OPINION IF HE WANTS TO DO SO, NO FURTHER ACTION REQUIRED AT THIS TIME

| Data Element Name | Data Value |
|---|------------|
| CUSTOMER'S LTV SCORE | 70 |
| 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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Act Action Details for Issue

[Print](#)

VIN: 1FMCU93G59K [REDACTED] Year: 2009 Model: ESCAPE Case: 392930050
Name: [REDACTED] Owner Status: Original WSD: 2009-08-07
Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS Primary Phone: [REDACTED]
Reason Desc: PARTS - REMANUFACTURED Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUST THAT DLRS ARE AUTHORIZED BY FORD TO USE REMAN PARTS
Dealer: 06634 UNIVERSITYFORD INC Origin Desc: US CONCERN CASE BASE
Odometer: 18000 MI Comm Type: PHONE
Analyst Name: DOREEN (CDOREEN),CHEESEMAN Analyst: CDOREEN
Action Date: 07/30/2010 Action Time: 15.52.19.360 Action Data: No

Caller Information If Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|------------|------------|--------------|
| [REDACTED] | | [REDACTED] | [REDACTED] | FRIEND |

Comments CUSTOMER SAID: - TRANS WORKED ON TWICE SO FAR BEFORE - IT IS HAPPENING AGAIN - CUST STATES THE TRANS DROPS GEARS ON HWY AND SLIPS - TOOK TO THE DEALER AND COULDN'T FIND ANYTHING WRONG - WENT ON TEST DRIVE AND RUNNING DIAGNOSTIC RIGHT NOW ON THE VEH - CUST CALLING FORD TODAY I WANT FORD TO PUT NEW TRANSMISSION IN THE VEH AND FIX IT UNIVERSITY FORD INC 600 JULIAN CARR STREET DURHAM, NC 27701 TEL: (800) 642-5096- SPOKE TO S/A CHRIS O. -CRC ADVISED; FORD AUTHORIZED REMANUFACTURED (FAR) PARTS ARE DESIGNED AND ENGINEERED TO MEET THE ORIGINAL EQUIPMENT SPECIFICATIONS OF YOUR FORD VEHICLE. FAR PARTS CARRY THE SAME OR BETTER WARRANTY AS NEW PARTS. THIS REPAIR PROCESS IS APPROVED AND AUTHORIZED BY FORD. - CRC ADVISED THE ABOVE

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All Action Details for Issue

Print

VIN: 1FMCU93G59K [REDACTED] Year: 2009 Model: ESCAPE Case: 392930050
Name: [REDACTED] Owner Status: Original WSD: 2009-08-07
Symptom Desc: A/T ENGAGEMENT SHIFT LVR/LINK 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 Origin Desc: US CONCERN CASE BASE
Dealer: 06634 UNIVERSITYFORD INC
Odometer: 18000 MI Comm Type: PHONE
Analyst Name: DOREEN (CDOREEN),CHEESEMAN Analyst: CDOREEN
Action Date: 07/30/2010 Action Time: 15.49.02.475 Action Data: No

Caller Information If Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|------------|------------|--------------|
| [REDACTED] | | [REDACTED] | [REDACTED] | FRIEND |

Comments CUSTOMER SAID: - TRANS WORKED ON TWICE SO FAR BEFORE - IT IS HAPPENING AGAIN - CUST STATES THE TRANS DROPS GEARS ON HWY AND SLIPS - TOOK TO THE DEALER AND COULDNT FIND ANYTHING WRONG - WENT ON TEST DRIVE AND RUNNING DIAGNOSTIC RIGHT NOW ON THE VEH - CUST CALLING FORD TODAY I WANT FORD TO PUT NEW TRANSMISSION IN THE VEH AND FIX ITUNIVERSITY FORD INC 600 JULIAN CARR STREETDURHAM, NC 27701 TEL:(800) 642-5096- SPOKE TO S/A CHRIS O. -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- CRC ADVISED FIANCEE - BRADFORD GRIFFIN THE ABOVE - (252) 327-2723

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All Action Details for Issue

P100

VIN: 1FMGU93G59K [REDACTED] Year: 2009 Model: ESCAPE Case: 392930050
Name: [REDACTED] Owner Status: Original WSD: 2009-08-07
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: DEALERSHIP - NEGATIVE FEEDBACK Secondary Phone: [REDACTED]
Issue Type: 03 CONCERN Issue Status: CLOSED
Initial Customer Contact: 01/05/2010

Action: SALES ISSUE Origin Desc: US INQUIRY CASE BASE
Dealer: 06634 UNIVERSITYFORD INC
Odometer: 1 MI Comm Type: PHONE
Analyst Name: WASHINGTON (CWASHI49), CYNTHIA Analyst: CWASHI49
Action Date: 01/05/2010 Action Time: 10.54.52.621 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.MESSAGE CENTER-STATES COMPUTER STATED HE NEEDED AN OIL CHANGE - FIRST NOTICED 1/4/2010-ASKED HOW WOULD I FEEL IF I WAS TOLD 2 CONFLICTING STORIES -CUST STATES HE WOULD LIKE AN APOLOGY-CUST IS SEEKING TO KNOW WHY HE WAS TOLD CONFLICTING THINGS ABOUT THE OIL CHANGE-CUST STATES THAT HE FEELS LIKE HE WAS LIED-STATES IT LEAVES AN ABSOLUTE HORRIBLE TASTE IN HIS MOUTH-STATES HE WAS TOLD HE WOULD HAVE A COMPLIMENTARY OIL CHANGE DEALER SAID: UNIVERSITY FORD INC 600 JULIAN CARR STREET DURHAM, NC 27701 TEL: (800) 642-5096 (UNIVERSITY FORD INC)- ADD CUST PROVIDED 801 WILLARD STDURHAM NC 27701 CRC ADVISED; THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS; YOUR OPINIONS ARE VALUABLE TO US. I HAVE DOCUMENTED YOUR EXPERIENCE. THIS INFORMATION WILL BE FORWARDED TO THE CUSTOMER RELATIONS MANAGER AT THE DEALERSHIP FOR THEIR REVIEW AND CONSIDERATION.-CRC ADVISED-ADVISED THAT MY FEELINGS HAD NOTHING TO DO WITH THIS SITUATION-ADVISED I AM A CONSUMER AS WELL-ADVISED THAT I COULD PROVIDE HIM THE INFORMATION THAT WAS IN HIS OWNERS GUIDE

Action: CUSTOMER PAID REPAIR MADE Origin Desc: DEALER
Dealer: 06634 UNIVERSITYFORD INC
Odometer: 7546 MI Comm Type: VISIT
Analyst Name: RICK TEMPLE Analyst: R-TEMPL1
Action Date: 01/06/2010 Action Time: 08.34.59.393 Action Data: No

Comments SERVICE ADVISOR ONLY DISCUSSED WHAT THE DIFFERENCE IN NORMAL DRIVING CONDITIONS AND MORE SEVERE CONDITIONS. ADVISOR EXPLAINED THE DIFFERANT DRIVING CONDITION AND THAT THEY MAY CONSIDER MORE FREQUENT OIL CHANGES. THE OWNER OF VEHICLE WAS NOT PRESENT WITH THE VEHICLE. NO FURTHER ACTION WILL BE TAKEN.

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GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

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Report Detail Section :

Attachments: 0

| | | | |
|----------------------------|--|-------------------------|--------------|
| Report# : | AHQCF009 NHL | Received: | 08/17/2010 |
| CCRG/EPRC: | <input type="text"/> | Reviewed Status: | Date: |
| Vehicle: | 2009,ESCAPE 4X4,XLT ,MPV ,1FMCU93G59K [REDACTED] | Build Date: | 06/04/2009 |
| Odometer : | 19,435 M | Engine: | 3.0L IVCT |
| Transmission: | 6SP 6F MID | Axle: | 3800F2.73C |
| Dealer: | USA 06634 University Ford, Inc. | A/C: | YES |
| City: | Durham | Phone#: | [REDACTED] |
| Originator: | JAMES HUNT | State: | North Caroli |
| Symptom: | 5 03 9 99 DRVLIN,A/T ENGAGEMENT,N/L ENGAGEMENT ,NOT LISTED | | |
| Status: | | | |
| VFG: | V48 GOOD AUTOMATIC TRANSMISSION | | |
| Additional Symptom: | UNDESIREED SHIFT FEEL. NPF | | |
| Fix: | Causal Component : | | |
| Condition Code: | | | |

Hotliner: MMCKAY2

Phone: 000 317-4281

Regn Cd: S2 Charlotte

Engineering:

Phone:

TAR:

Dir Contact: JAMES HUNT

Phone: [REDACTED]

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 08/17/2010 01:50PM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: VEHICLE CAME IN AT 15197 MILES FOR 10B15
PROGRAM. TRANS FAILED LOAD TEST AND RECALL PARTS WERE INSTALLED.
RETURNED AT 16202 MILES-NOISE IN TRANS. REVERSE CLUTCH AND SHELL/GEAR
WERE REPLACED. RETURNED AGAIN AT 18930 COMPLAINING ABOUT SLIP ON
DECELL AND DOWNSHIFTING AT HWY SPEEDS. THESE CONCERNS WERE NOT
VERIFIED NOR DUPLICATED WHEN I RODE WITH THE CUSTOMER. RELEASED
VEHICLE. NOW BACK AGAIN-COMPLAINT IS STALLED 3 TIMES WHEN EXITING THE
HWY, AND HAS FLUTTER/FADE ACTION WHEN ACCEL AND RPMS SHOOT UP AND
DELAY TO ACCEL. DIAGNOSTICS: TEST DROVE APPROX 30 MILES. EEC
TEST-NO CODES, REPROGRAMMED PCM PER TSB 09-18-03. TEST DROVE AGAIN.
HAVE NOT BEEN ABLE TO VERIFY CONCERN, AGAIN. PARTS REPLACED::
NONE TECH QUESTION: IS THERE SOMETHING IM MISSING? ARE THERE ANY
SIMILAR COMPLAINTS/REPAIRS THAT YO HAVE SEEN THAT MAY HELP LEAD ME IN
THE CORRECT DIRECTION OR SHOULD I LET THE VEHICLE GO UNTIL THE PROBLEM
WORSENS? PLEASE LIST ANY PERTINENT FREEZE FRAME DATA
N/A PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. N/A

RECOMM **08/17/2010 01:50PM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE**
JAMES, AT THIS TIME RECOMMEND THAT YOU MONITOR ENGINE LOAD INPUTS AND
CHECK MODE 6 DATA TO ENSURE THERE ARE NOT ANY DRIVIBILITY RELATED
ISSUES. IF THAT IS GOOD, SUGGEST TAKING A FLUID SAMPLE FROM
TRANSMISSION AND RUN IT OVER A COFFEE FILTER TO DETERMINE IF THERE ARE
ANY SIGNS OF DEBRIS OR INTERNAL FAULT. IF FLUID SAMPLE IS GOOD,
RECOMMEND PERFORMING PMI ON PCM AGAIN TO ENSURE IT IS AT THE LATEST
CALIBRATION SINCE THERE IS A NEWER CALIBRATION OUT THERE RELEASED
AFTER 10B15 WAS RELEASED TO IMPROVE DIRECT CLUTCH APPLICATION. ENSURE
THE SOLENOID BODY STRATEGY AND ID INFORMATION MATCH WHAT IS IN THE
PCM. IF ALL CHECKS ARE GOOD AND CANNOT DELICATE CONCERN RECOMMEND

MAKING NO FURTHER REPAIRS TO TRANSMISSION AT THAT TIME.

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Mail Report

Requester: LBINGHAM

Report Summary

Server: ECCWS686

Ford Proprietary, Private

7-Dec-2010

Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Add Comments

Previous

Next

Save

Mail Report

Download Options

Report Detail Section :

Attachments: 0

| | | | |
|----------------------------|---|-------------------------|--------------|
| Report# : | AENAE022 NHL | Received: | 05/14/2010 |
| CCRG/EPRC: | <input type="text"/> | Reviewed Status: | Date: |
| Vehicle: | 2009,ESCAPE 4X4,XLT ,MPV ,1FMCU93G59K [REDACTED] | Build Date: | 06/04/2009 |
| Odometer : | 15,187 M | Engine: | 3.0L IVCT |
| Transmission: | 6SP 6F MID | Axle: | 3800F2,73C |
| Dealer: | USA 06634 University Ford, Inc. | A/C: | YES |
| City: | Durham | State: | North Carol |
| Originator: | CHARLES ARUNDALE | Country : | USA |
| Symptom: | 5 03 2 51 DRVLIN,A/T ENGAGEMENT,DELAYED/SLIPS,FORWARD | | |
| Status: | | | |
| VFG: | V48 GOOD AUTOMATIC TRANSMISSION | | |
| Additional Symptom: | TRANS SLIPS/FSA 10B15 SEAL ? | | |
| Fix: N | Causal Component : | | |
| Condition Code: | | | |

Hotliner: CGLENNIE

Phone: 000 222-2222

Regn Cd: S2 Charlotte

Engineering:

Phone:

TAR:

Dlr Contact: CHARLES ARUNDALE

Phone: [REDACTED]

Title Cde: SF

KOEO:

KOEC:

KOER:

Comments:

REPAIR 05/14/2010 02:18PM CHAD GLENNIE MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: TRANS SLIPS DIAGNOSTICS: REPLACED PARTS
PER RECALL. PARTS REPLACED:: TRANS REPAIR KIT, VALVE BODY TECH
QUESTION: PERFORMING 10B15 AND A PTU COMPRESSION SEAL (7E5Z-7086-A)
COMES WITH THE PARTS FOR THIS RECALL FOR AWD VEHICLES AND WE ARE NOT
SURE WHERE IT GOES OR IF WE EVEN NEED IT, UNLESS WE HAVE OVERLOOKED
IT, WE DONT SEE ANY INFORMATION IN THE RECALL OR WORKSHOP MANUAL ABOUT
IT. WHICH UPSHIFT(S) IS AFFECTED? TYPE OF UPSHIFT CONCERN?
(HARSH, DELAYED, SHUDDER, FLARE, NO UPSHIFT) DOES THE PCM COMMAND
THE UPSHIFT WHEN EXPECTED?

RECOMM 05/14/2010 02:18PM CHAD GLENNIE MSS - FCSD - TECH SVC HOTLINE
CHARLES, THIS TRANSMISSION/PTU COMBINATION DOES NOT UTILIZE A
COMPRESSION SEAL. THE COMPRESSION SEAL WILL NOT NEED TO BE USED DURING
YOUR REPAIR.

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Requester: LBINGHAM

Report Summary

Server: FCWS686

Ford Proprietary, Private

7-Dec-2010

Retention: None

L. Rudolph Ne

**Service of Process
Transmittal**

12/03/2010
CT Log Number 517691063



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

RE: Process Served in North Carolina

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: RE: Violation of N.C.G.S 20-15A-351, 2009 Ford Escape (Vin: 1FMCU93G59K [REDACTED] // To: Ford Motor Company

DOCUMENT(S) SERVED: Letter

COURT/AGENCY: None Specified
Case # None Specified

NATURE OF ACTION: Letter of Intent - Threatening Litigation - Repair or refund the price of the vehicle

ON WHOM PROCESS WAS SERVED: C T Corporation System, Raleigh, NC

DATE AND HOUR OF SERVICE: By Certified Mail on 12/03/2010 postmarked on 12/02/2010

APPEARANCE OR ANSWER DUE: Within 10 calendar days

ATTORNEY(S) / SENDER(S): Michael R. Garley
Adams, Howell & Sizemore, PA
[REDACTED]

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794179393967
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: C T Corporation System
PER: [REDACTED]
ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

10 000-6 PAUS

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.



ADAMS, HOWELL & SIZEMORE, PA

ATTORNEYS & COUNSELLORS AT LAW

3P

S. TODD ADAMS • CURRIE TEE HOWELL • JONATHAN T. SIZEMORE
THOMAS R. LENFESTEY, III • MICHAEL R. GANLEY

728 NORTH RALEIGH STREET, SUITE 61, ANGIEN, NC 27501
P 919-639-9663 F 919-639-9678

940 SE CARY PARKWAY, SUITE 102, CARY, NC 27518
P 919-235-0060 F 919-235-0061

D033127



November 30, 2010

University Ford, Inc.
PO Box 3576
Durham, NC 27702

VIA CERTIFIED MAIL
Return Receipt Requested

D033127

Ford Motor Company
c/o CT Corporation System

VIA CERTIFIED MAIL
Return Receipt Requested



In Re: Violation of N.C.G.S. § 20-15A-351
Purchase of: 2009 Ford Escape (VIN: 1FMCU93G59K [redacted])
Date of Purchase: August 7, 2009

To Whom It May Concern:

This letter is to notify you that I represent [redacted] ([redacted] [redacted]). [redacted] have informed me that their 2009 Ford Escape is a "lemon" under the North Carolina New Motor Vehicles Warranty Act (N.C.G.S. § 20-15A-351). I am hereby making a written demand on [redacted] behalf for relief under said statute.

[redacted] purchased a 2009 Ford Escape (VIN: 1FMCU93G59K [redacted]) on August 7, 2009 from University Ford in Durham, NC with the assistance of Dany A. Antonios and Stephone G. White. Since they purchased the vehicle, they have had to return it to the dealership a total of five (5) times. Their vehicle has been out of service for repairs for a total of thirty-seven (37) calendar days. The current mileage on their vehicle is 23,392.1. Their vehicle has been in University Ford on the following dates for repair of the following defects:

- 1) Nov. 22, 2010 – Nov. 23, 2010: Transmission problems, stalling, trouble shifting, and leaking fluid;
- 2) Aug. 14, 2010 – Aug. 18, 2010: Transmission problems, stalling and trouble shifting;
- 3) Jul. 22, 2010 – Jul. 30, 2010: Transmission problems while shifting gears;
- 4) May 24, 2010 – June 10, 2010: Transmission problems, vibrations, slipping gears;
- 5) May 10, 2010 – May 14, 2010: Transmission problems while shifting gears.

[redacted] vehicle currently "sputters" upon starting and is continuing to experience constant shifting and transmission problems. All conditions have been met according to the professional maintenance instructions, including oil changes, fluid checks, and tire rotations at 7,500, 12,500, 17,500 and 23,000 miles.

Since these defects substantially impair the use, value, or safety of his vehicle, we are hereby allowing you one final opportunity to repair [REDACTED] vehicle. If these repairs are not completed within ten (10) calendar days of receipt of this letter, [REDACTED] are entitled to a refund calculated in accordance with the Lemon Law.

Please be advised that your failure to comply with this request within ten (10) days may subject you to the following remedies, which are available for a violation of the North Carolina New Motor Vehicles Warranty Act (N.C.G.S. § 20-15A-351).

- (1) The actual damages suffered of **\$30,906.00**;
- (2) Treble Damages of **\$92,718.00** under the North Carolina Unfair and Deceptive Trade Practices Act (N.C.G.S. § 75-1);
- (3) Attorney fees in the amount of **\$500.00** incurred up to this point;
- (4) Any other relief which the court deems proper; and
- (5) Court costs and future reasonable attorneys' fees.

[REDACTED] are looking forward to either having their car fully repaired or receiving their refund. Thank you for your time and consideration in this matter.

Sincerely,

[REDACTED]
Michael R. Ganley
Attorney at Law

cc: [REDACTED]



BEGINNING OF CONTACT
06/16/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

| | | |
|--|------------------------|----------------------|
| REGION: W1 LOS ANGELES | OGC ISSUE | CASE NBR: 1813453251 |
| VIN: 3MEHMOJG4AR6 | ZONE: A01 | OPENED: 2012/06/15 |
| | ENGINE: G VEH TYPE: C | CLOSED: 2012/06/15 |
| LAST NAME: [REDACTED] | FIRST NAME: [REDACTED] | STATUS: CLOSED |
| TITLE: [REDACTED] | | MI: M |
| ADDRESS: [REDACTED] | | |
| CITY: SANTA CLARA | STATE: CA | ZIP: [REDACTED] |
| HOME PHONE: [REDACTED] | | |
| MODEL YEAR: 2010 | MODEL: MILAN | |
| MILEAGE: 40000 | | |
| DEALER NAME: PASADENA FORD, INC | SALES CODE: F71237 | P & A: 04223 |
| REASON CODE: 07IN INJURY | | |
| SYMPTOMS: 607792 STALL/QUITS DECELERATION HOT ENGINE | | |

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE
 ACTION: T1120 - TIER ONE CLOSE ISSUE
 DOCUMENT: ANALYST: PMCMANU6 MCMANUS, PATRICIA

DATE: 2012/06/15 TIME: 16.53.18:
 ACTION DATA/COMMENTS:

==== CUST SAYS 1. DATE OF THE ACCIDENT = 6/15/12 2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT = ALL POWER WENT OUT AND CUST CRASHED INTO WALL = CUST STATES THAT THIS HAS BEEN AN ONGOING ISSUE WITH THE VEH AND HAS BEEN INTO DLR FOR THE CONCERN 5-6 TIMES BEFORE 3. IF THERE WERE ANY INJURIES SUSTAINED = CUST DID NOT KNOW IF SHE HAS ANY INJURIES AND SHE IS IN SHOCK = CUST IS BRUISED = CUST STATES EMERGENCY VEHs HAVE NOT GOTTEN TO THEM YET 4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED = CUST WAS PULLING INTO PARKING SPACE. 5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED, = YES 6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE, = DAMAGE TO ANOTHER VEH 7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED, = UNKNOWN AS POLICE ARE NOT THERE 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, = UNKNOWN 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE, = CUST FEEL VEH IS TOTALLED DUE TO DAMAGES 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 = CUST SEEKING MONEY BACK ON VEH AND DOES NOT WANT AT FAULT ACCIDENT ON INSURANCE = CUST WANTS VEH TOTALLY TORN APART TO FIND WHAT IS WRONG AND CAUSED THAT = CUST WANTS TO HAVE EVERY OTHER MERCURY MILAN CHECKED ==== DLRSH FRONTIER FORD 3701 STEVENS CREEK BLVD. SANTA CLARA CA 95051 (408) 241-1800 = CUST DID NOT WISH TO WORK WITH ANY DLR DOCUMENTING CLOSEST DLR TO CUST ==== CRC SAYS 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 AA

FORD MOTOR COMPANY
 RECEIVED
 CLAIMS UNIT
 JUN 18 2012
 OFFICE OF THE
 GENERAL COUNSEL



San Jose Unified School District

Lynn M. Stacey
Director, Special Education

"Inspiring and Preparing for Success"

San Jose Unified School District
Special Education Department

FAX TRANSMISSION

Date: 7-17-12



To: Jesse Siebers
Brockwell Law Firm

8884210785

From: Nancy Hansen

Total Pages including Cover Sheet 11

Message:

Mercury Milan 2010

CASE # 1813458251

MARISOL PREVIOUS

CASE MANAGER AT FORD

FORD FAX





FordCredit

CUSTOMER (BORROWER/LESSEE) INFORMATION

LAST NAME [REDACTED] FIRST NAME NANCY MIDDLE INITIAL M
STREET ADDRESS [REDACTED] APT# _____
CITY SANTA CLARA STATE CA ZIP CODE [REDACTED]
HOME PHONE# [REDACTED] BUS. PHONE# [REDACTED]

COVERED VEHICLE INFORMATION

MANUFACTURER MERCURY MODEL MILAN PREMIE YEAR 2010
VEHICLE ID NUMBER 3MEHM0JG4AR
CHARGE TO CUSTOMER FOR DEFICIENCY WAIVER ADDENDUM \$ 750.00 ORIGINAL DATE OF CONTRACT 12/22/2010
INSTALLMENT SALES CONTRACT/BALLOON LEASE AMT. FINANCED/ADJ. CAPITALIZED COST \$ 26842.43 CONTRACT TERM IN MONTHS 72 NEW VEHICLE USED VEHICLE
CONTRACT APR 7.90 % MSRP/NADA RETAIL \$ 17988.00 MILEAGE 23528

DEALER# _____ DEALERSHIP SUNNYVALE FORD
STREET ADDRESS 650 E. EL CAMINO REAL
CITY SUNNYVALE STATE CA ZIP CODE [REDACTED]

ASSIGNEE FORD MOTOR CREDIT CO INSTALLMENT SALES CONTRACT / LEASE ACCT.# _____
STREET ADDRESS 260 INTERSTATE N PKWY NW
CITY ATLANTA STATE GA ZIP CODE 30339

If You select the "Deductible" option, then in the event of a Total Loss, the amount we will waive will include Your primary insurance deductible up to \$1,000. If You do not select the "Deductible" option by checking the below box and initialing, then any primary insurance deductible will remain Your responsibility.

I SELECT THE DEDUCTIBLE OPTION (Customer Initials Here) _____ (Dealer Initials Here) _____

I (CUSTOMER), WHOSE SIGNATURE APPEARS BELOW, ACKNOWLEDGE THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THIS DEFICIENCY WAIVER ADDENDUM (ADDENDUM) IN ITS ENTIRETY, AND AGREE TO ALL OF THE PROVISIONS HEREIN. I UNDERSTAND I MAY OBTAIN GAP PROTECTION FROM AN ALTERNATE SOURCE. I UNDERSTAND I MAY CANCEL THIS ADDENDUM AT ANY POINT DURING THE ORIGINAL TERM OF THE INSTALLMENT SALES CONTRACT OR LEASE PRIOR TO TOTAL LOSS. I UNDERSTAND THAT A CANCELLATION REQUESTED WITHIN SIXTY (60) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND. I UNDERSTAND THAT A CANCELLATION REQUEST RECEIVED AFTER SIXTY (60) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA, UNLESS OTHERWISE REQUIRED BY APPLICABLE STATE LAW.

I WISH TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM.
12/22/10 THE PURCHASE OF THE DEFICIENCY WAIVER ADDENDUM IS VOLUNTARY. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE ARE TO BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM AND THE PURCHASE OF THE ADDENDUM IS NOT REQUIRED TO OBTAIN CREDIT.

DATE _____ DEALER'S SIGNATURE _____

Notice: Customer will remain responsible for amounts due under Installment Sales Contract/Lease and not included in the Unpaid Net Balance as defined herein. Refer to the additional information on the back of this Addendum for complete details.

Waiver: Under this Addendum the Dealer/Assignee agrees to waive a portion of the Customer's indebtedness in the event of a Total Loss of the Vehicle as defined herein. Such portion shall equal the Unpaid Net Balance less the Actual Cash Value of the Vehicle both defined herein. Any indebtedness not waived under this Addendum remains the Customer's responsibility.

Eligibility: Maximum Amount Financed: The lesser of \$125,000 or 150% of MSRP (new) / NADA Retail (used); Maximum Contract Term: 84 mos.; Maximum Vehicle Age: 10 years from the date of the Installment Sales Contract/Lease. This Addendum must be purchased at the time of execution of the Installment Sales Contract/Lease.

DECLINATION OF DEFICIENCY WAIVER ADDENDUM

I DO NOT CHOOSE TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM. I UNDERSTAND THAT BY NOT ACCEPTING THIS DEFICIENCY WAIVER ADDENDUM, I AM NOT ENTITLED TO ANY OF THE BENEFITS IN THE EVENT OF A TOTAL LOSS OF THE VEHICLE.

DATE _____ CUSTOMER'S SIGNATURE _____ DEALER'S SIGNATURE _____

GAPCoverage
PO Box 23038
San Diego, CA 92193-3850
1-888-768-0100



650 E. EL CAMINO REAL SUNNYVALE, CALIFORNIA 94087-2916
PHONE (408) 328-1700 www.FordAutoDirect.com

B.A.R. #ARD-051975

E.P.A. I.D. # CAD 881440898

| | | | | | | | | |
|--------------|--------------------|----------------|---------------|-----|-----|------|-------------------------|-----------------|
| PROGRAM CODE | AUTHORIZATION CODE | COMMITMENT NO. | E.S.P. NUMBER | NO. | DAY | YEAR | SERVICE INSTALLED PARTS | CROSS REFERENCE |
|--------------|--------------------|----------------|---------------|-----|-----|------|-------------------------|-----------------|

SERVICE DEPT HOURS ARE M-F 7 AM TO 6 PM AND SAT 8 AM TO 4:30 PM
ALL VEHICLES MUST BE PICKED UP BY 5:45 PM M-F AND 4:15 PM SAT
THANK YOU FOR YOUR PATRONAGE

| | | |
|----------------------|---|-------------|
| DEALER PARTICIPATION | CUSTOMER/WHOLESALE/RETAILER SUSCEPTIBLE | TOTAL LABOR |
|----------------------|---|-------------|

CELL: [REDACTED]

| | | | | |
|----------------------------|---|----------------------------------|---------------------------------|----------------------------------|
| OWNER NO 212875 | ADVISOR LARRY MEOLA | TAG NO. 481 | INVOICE DATE 01/17/12 | INVOICE NO. FOCS642138 |
| [REDACTED] | LICENSE NO. [REDACTED] | MILEAGE 35,106 | COLOR WHITE/ | BOOK NO. 16809 |
| ANTA CLARA, CA [REDACTED] | YEAR / MAKE / MODEL 10/MERCURY/MILAN PREMIER/4D | DELIVERY DATE 12/22/10 | DELIVERY MILES 23,528 | |
| | VEHICLE I.D. NO. 3MEHM0JG4AR [REDACTED] | SELLING DEALER NO. | PRODUCTION DATE | |
| | F.T.S. NO. | F.O. NO. | R.O. DATE 12/27/11 | |
| RESIDENCE PHONE [REDACTED] | BUSINESS PHONE [REDACTED] | COMMENTS | | |

MO: 35117

JB# 1 CHARGES-----

LABOR
1 09FOZ-CK LAMP STALLING OUT HOURS: 1.90 TECH(S):922 WARRANTY
CUSTOMER STATES VEHICLE STALLS. CHECK AND ADVISE
WOULD NOT CRANK THIS MORNING. DOOR AJAR LIGHT STAYED ON
ELECTRICAL TEST. CODE B1312 CODES IN SEVERAL MODULES.
TEST AND FOUND BATTERY FAILED. FOUND DRAW FROM AMPLIFIER
CONTACT HOTLINE AND WAS INSTRUCTED TO REPLACE PCM ALSO
REPLACED BATTERY, PCM AND AMP. CUT AND PROGRAMMED SECOND KEY
ROADTEST OK AT THIS TIME. FOUND NO DRAWS AFTER REPAIR]*

VRTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----

| | | | |
|---------------|-----------------|-------------|----------|
| 1 | BXT-96R-500 | BATTERY 1 | WARRANTY |
| 1 | BXT-96R-500 | CORE RETURN | WARRANTY |
| 1 | AESZ-12A650-CMC | MODULE 1 | WARRANTY |
| 1 | AESZ-18B849-C | KIT - A 1 | WARRANTY |
| 1 | PATS | 1 | WARRANTY |
| TOTAL - PARTS | | | 0.00 |

IBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----

| | | | |
|----------------|---------|-----------------|----------|
| 100534 | 0880227 | 01/20/12 RENTAL | WARRANTY |
| TOTAL - SUBLET | | | 0.00 |

JB# 1 TOTALS-----
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

LABOR
2 00FOZ99P MULTI-POINT INSP. HOURS: TECH(S):922 INTERNAL
PERFORM MULTI-POINT INSPECTION
WHEN NOT PART OF REGULAR SERVICE
0.4

ESC-----CODE-----DESCRIPTION-----CONTROL NO-----

| | | |
|--------------|-----------------------------|----------|
| SA | GOODWILL ADJUSTMENT-SERVICE | INTERNAL |
| TOTAL - MISC | | 0.00 |

JB# 2 TOTALS-----
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

LABOR
3 00FOZ CHECK TIRE PRESSURE HOURS: TECH(S):922 INTERNAL
CHECK TIRE PRESSURE SET TO MANUFACTURE SPEC ON DOOR JAM
FRONT.....REAR.....
33/33

JB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.
(CONTINUED ON NEXT PAGE) 08:32am

SUNNYVALE



fordautodirect.com

650 E. EL CAMINO REAL SUNNYVALE, CALIFORNIA 94087-2916

PHONE (408) 328-1700 www.FordAutoDirect.com

E.P.A. I.D. # CAD 981443898



B.A.R. #ARD-051075

| PROGRAM CODE | AUTHORIZATION CODE | COMMITMENT NO. | B.S.R. NUMBER | MP | QTY | YEAR | ACCURACY | SERVICE INSTALLED PARTS | CROSS REFERENCE |
|--------------|--------------------|----------------|---------------|----|-----|------|----------|-------------------------|-----------------|
|--------------|--------------------|----------------|---------------|----|-----|------|----------|-------------------------|-----------------|

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|-------------|-------------|
| | | | | | | | | TOTAL PARTS | TOTAL CLAIM |
|--|--|--|--|--|--|--|--|-------------|-------------|

SERVICE DEPT HOURS ARE M-F 7 AM TO 6 PM AND SAT 8 AM TO 4:30 PM
 ALL VEHICLES MUST BE PICKED UP BY 5:45 PM M-F AND 4:15 PM SAT
 THANK YOU FOR YOUR PATRONAGE

| | | |
|----------------------|------------------------|-------------|
| DEALER PARTICIPATION | CUSTOMER PARTICIPATION | TOTAL LABOR |
|----------------------|------------------------|-------------|

CELL: [REDACTED]

| | | | | |
|-------------------------------|---|----------------------------|----------------------------------|----------------------------------|
| CUSTOMER NO. 212875 | ADVISOR LARRY MEOLA | TAG NO. 481 9362 | INVOICE DATE 01/17/12 | INVOICE NO. FDCS642138 |
| [REDACTED] | LICENSE NO. [REDACTED] | MILEAGE 35,106 | COLOR WHITE/ | STOCK NO. 16809 |
| [REDACTED] | YEAR / MAKE / MODEL 10/MERCURY/MILAN PREMIER/4D | | DELIVERY DATE 12/22/10 | DELIVERY MILES 23,528 |
| [REDACTED] | VEHICLE I.D. NO. 3 M E H M 0 J G 4 R [REDACTED] | | SELLING DEALER NO. | PRODUCTION DATE |
| [REDACTED] | P.T.E. NO. | P.O. NO. | R.O. DATE 12/27/11 | |

RESIDENCE PHONE: [REDACTED] BUSINESS PHONE: [REDACTED] COMMENTS: [REDACTED] NO: 35117

OB# 4 CHARGES

ABOR: # 4+05F0ZMF EXHAUST ISSUE HOURS: TECH(S):922 INTERNAL
 CUSTOMER STATES THERE IS LIQUID AND OOR FROM EXHAUST) PHOTOS TO VERIFY
 INSPECTED SEVERAL TIMES WHILE VEHICLE HERE, FOUND NO EXHAUST ISSUES
 NO PROBLEM FOUND

OB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FDCS JOB# 4 TOTAL 0.00

OB# 5 CHARGES

ABOR: # 5+49F0Z RENTAL CAR HOURS: TECH(S):922 WARRANTY
 TAP RENTAL WHILE IN FOR WARRANTABLE REPAIRS
 TAP RENTAL WHILE IN FOR WARRANTABLE REPAIRS

| JBLET | PO# | VEND INV# | INV DATE | DESCRIPTION | WARRANTY |
|----------------|--------|-----------|----------|-------------|----------|
| | 100534 | 0800227 | 01/20/12 | RENTAL | 0.00 |
| TOTAL - SUBLET | | | | | 0.00 |

OB# 5 TOTALS

JOB# 5 JOURNAL PREFIX FDCS JOB# 5 TOTAL 0.00

COMMENTS: LIGHT DROP // 483-4328
 CALLED CUSTOMER DAILY BETWEEN 3:00 AND 4:00 PM. MOSTLY LEFT MESSAGE
 CALLED 1/17/2012 AT 1:45 TO INFORM OF COMPLETION, LEFT MESSAGE

TOTALS

| | | |
|---|-------------------------|-------------|
| THANK YOU FOR YOUR BUSINESS. | TOTAL LABOR | 0.00 |
| YOU MAY RECEIVE A QUESTIONNAIRE FROM FORD MOTOR COMPANY IN | TOTAL PARTS | 0.00 |
| REGARDS TO YOUR SERVICE TODAY. PLEASE TAKE A MOMENT TO FILL | TOTAL SUBLET | 0.00 |
| OUT AND MAIL IT BACK. IF YOU WERE NOT COMPLETELY | TOTAL G.O.G. | 0.00 |
| SATISFIED REGARDING YOUR SERVICE TODAY, PLEASE CALL | TOTAL MISC CHG. | 0.00 |
| LARRY MEOLA AT 408-522-0280 TO DISCUSS YOUR VISIT. | TOTAL MISC DISC | 0.00 |
| YOU MAY ALSO FIND US AT www.FordAutoDirect.com | TOTAL TAX | 0.00 |
| | TOTAL INVOICE \$ | 0.00 |

CUSTOMER SIGNATURE: _____
 ***** DUPLICATE INVOICE *****

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.



650 E. EL CAMINO REAL SUNNYVALE, CALIFORNIA 94087-2916

PHONE (408) 328-1700

www.FordAutoDirect.com

E.P.A. I.D. # CAD 98144389B

B.A.R. #ARD-051875

| PROGRAM CODE | AUTHORIZATION CODE | COMMENT NO. | C.S.R. NUMBER | MO | DAY | YEAR | ACCNO. NUMBER | CROSS REFERENCE | |
|--------------|--------------------|-------------|---------------|----|-----|------|----------------------|------------------------|-------------|
| | | | | | | | | | |
| | | | | | | | TOTAL PARTS | TOTAL CLAIM | |
| | | | | | | | DEALER PARTICIPATION | CUSTOMER PARTICIPATION | TOTAL LABOR |

SERVICE DEPT HOURS ARE M-F 7 AM TO 6 PM AND SAT 8 AM TO 4:30 PM
 ALL VEHICLES MUST BE PICKED UP BY 5:45 PM M-F AND 4:15 PM SAT
 THANK YOU FOR YOUR PATRONAGE

| | | | | |
|-------------------------------|---|-----------------------------|----------------------------------|----------------------------------|
| CUSTOMER NO. 212875 | ADVISOR LARRY MEOLA | TAG NO. 481 8563 | INVOICE DATE 11/21/11 | INVOICE NO. FOCS640339 |
| | | MILEAGE KM 54,675 | COLOR WHITE/ | STOCK # 16809 |
| SANTA CLARA, CA | YEAR / MAKE / MODEL 10/MERCURY/MILAN PREMIER/4D | | DELIVERY DATE 12/22/10 | DELIVERY MILES 23,528 |
| | VEHICLE I.D. NO. 3 M E H M O J G 4 A R | | SELLING DEALER NO. | PRODUCTION DATE |
| | F.T.E. NO. | P.O. NO. | R.O. DATE 11/21/11 | |
| RESIDENCE PHONE | BUSINESS PHONE | COMMENTS | MO: 54723 | |

JOB# 1 CHARGES

LABOR
 J# 1 09F0Z-CK LAMP STALLING OUT HOURS: 1.30 TECH(S):236
 CUSTOMER STATES: ENGINE STALLS INTERMITTENTLY ESPECIALLY ON FREEWAY ON RAMPS. CHECK AND ADVISE. CUSTOMER STATES HAPPENED 3 TIMES.
 ROAD TESTED AND VERIFIED THE CONCERN, ON ACCELERATION AT 30-35MPH. ENGINE RPM DROPPED AND WOULD NOT ACCELERATE. WRENCH LIGHT CAME ON. PERFORMED QUICK TEST FOR DTC AND FOUND #P0122. WIGGLE TESTED HARNESS CONNECTION AT THROTTLE BODY, AOK.
 REMOVED AND REPLACED THROTTLE BODY, CLEARED DTCS, & KAM. ROAD TESTED FOR 48 MILES, OK THIS DATE.

WARRANTY
 *
]

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|-------|-----|--------------|-------------|---------------|----------|
| | 1 | 9LBZ-9E926-A | THROTTL 1 | | WARRANTY |
| | 1 | 9LBZ-9E936-A | GASKET 1 | | WARRANTY |
| | | | | TOTAL - PARTS | 0.00 |

| MISC | CODE | DESCRIPTION | CONTROL NO | WARRANTY | |
|------|------|-------------------------------|------------|--------------|--------|
| | ESPC | EXT SRVC CONT-PWRTRN (DEDUCT) | 640339 | 100.00 | |
| | ESPF | WARR CREDIT | 640339 | WARRANTY | |
| | | | | TOTAL - MISC | 100.00 |

| | | |
|--|------|--------|
| JOB# 1 TOTALS | MISC | 100.00 |
| JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL | | 100.00 |

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$100.00 (+TAX)
 APPROVED REVISED ESTIMATE (# 1) OF \$100.00 (+TAX) ON 11/21/11 AT 09:57am
 BY NANCY M HANSEN COMMENTS DIAGNOSIS/ESP DEDUCTIBLE IF COVERED FOR STALLING OUT COND.
 COMMENTS: EARLY BIRD

| | | |
|---------------|-----------------|--------|
| TOTALS | TOTAL LABOR | 0.00 |
| | TOTAL PARTS | 0.00 |
| | TOTAL SUBLET | 0.00 |
| | TOTAL G.O.S. | 0.00 |
| | TOTAL MISC CHG. | 100.00 |
| | TOTAL MISC DISC | 0.00 |
| | TOTAL TAX | 0.00 |

THANK YOU FOR YOUR BUSINESS.
 YOU MAY RECEIVE A QUESTIONNAIRE FROM FORD MOTOR COMPANY IN REGARDS TO YOUR SERVICE TODAY. PLEASE TAKE A MOMENT TO FILL IT OUT AND MAIL IT BACK. IF YOU WERE NOT COMPLETELY SATISFIED REGARDING YOUR SERVICE TODAY, PLEASE CALL LARRY MEOLA AT 408-522-0280 TO DISCUSS YOUR VISIT. YOU MAY ALSO FIND US AT www.FordAutoDirect.com

TOTAL INVOICE \$ 100.00

CUSTOMER SIGNATURE
 ***** DUPLICATE INVOICE *****

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.



fordautodirect.com

650 E. EL CAMINO REAL SUNNYVALE, CALIFORNIA 94087-2916
PHONE (408) 328-1700 www.FordAutoDirect.com

B.A.R. #ARD-051975

E.P.A. I.D. #CAD 901443698

| | | | | | | | | | | |
|--------------|--------------------|------------------|-----------------------------|------------|------|--------|-------------------------|--------------------------------------|-----------------|------------|
| PROGRAM CODE | AUTHORIZATION CODE | COMMITMENT NO. | E.S.P. NUMBER | NO. | QTY. | YEAR | SERVICE INSTALLED PARTS | GROSS REFERENCE | | |
| | | | | | | | TOTAL PARTS | TOTAL CLAIM | | |
| | | | | | | | DEALER PARTICIPATION | CUSTOMER PARTICIPATION OR DEDUCTIBLE | TOTAL LABOR | |
| | | | | | | | CELL: [REDACTED] | | | |
| FORMER NO. | 212875 | ADVISOR | LARRY MEOLA | TAO NO. | 481 | 8563 | INVOICE DATE | 11/21/11 | INVOICE NO. | FOCS640339 |
| | | LICENSE NO. | [REDACTED] | MAKE/MODEL | KM | 54,675 | COLOR | WHITE/ | STOCK NO. | 16809 |
| | | YEAR/MAKE/MODEL | 10/MERCURY/MILAN PREMIER/4D | | | | DELIVERY DATE | 12/22/10 | DELIVERY MILES | 23,528 |
| | | VEHICLE I.D. NO. | 3MEHM0JG4AR [REDACTED] | | | | SETLINE DEALER NO. | | PRODUCTION DATE | |
| | | F.T.E. NO. | | F.O.T.R. | | | R.O. DATE | 11/21/11 | | |
| COMMENTS | | | | | | | | | MO: 54723 | |

SERVICE DEPT HOURS ARE M-F 7 AM TO 6 PM AND SAT 8 AM TO 4:30 PM
ALL VEHICLES MUST BE PICKED UP BY 5:45 PM M-F AND 4:15 PM SAT
THANK YOU FOR YOUR PATRONAGE

SANTA CLARA, CA

JOB# 1 CHARGES

LABOR
1 09FOZ-CK LAMP STALLING OUT HOURS: 1.30 TECH(S): 236
CUSTOMER STATES: ENGINE STALLS INTERMITTENTLY, ESPECIALLY ON FREEWAY ON RAMPS, CHECK AND ADVISE. CUSTOMER STATES HAPPENED 3 TIMES.
ROAD TESTED AND VERIFIED THE CONCERN ON ACCELERATION AT 30-35MPH. ENGINE RPM DROPPED AND WOULD NOT ACCELERATE. WRENCH LIGHT CAME ON. PERFORMED QUICK TEST FOR DTC AND FOUND #P0122. WIGGLE TESTED HARNESS CONNECTION AT THROTTLE BODY. ACK.
REMOVED AND REPLACED THROTTLE BODY, CLEARED DTCS, & KAM.
ROAD TESTED FOR 48 MILES. OK THIS DATE.

WARRANTY

WITNESS

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE |
|---------------|-----|--------------|-------------|------------|
| | 1 | 9LBZ-9E926-A | THROTTL 1 | |
| | 1 | 9LBZ-9E936-A | GASKET 1 | |
| TOTAL - PARTS | | | | 0.00 |

WARRANTY
WARRANTY

| MISC | CODE | DESCRIPTION | CONTROL NO | |
|--------------|------|-------------------------------|------------|----------|
| | ESPC | EXT SRVC CONT-PWRTRN (DEDUCT) | 640339 | 100.00 |
| | ESPF | WARR CREDIT | 640339 | WARRANTY |
| TOTAL - MISC | | | | 100.00 |

| | | |
|----------------------------|--------------|--------|
| JOB# 1 TOTALS | MISC | 100.00 |
| JOB# 1 JOURNAL PREFIX FOCS | JOB# 1 TOTAL | 100.00 |

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$100.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF \$100.00 (+TAX) ON 11/21/11 AT 09:57am
BY NANCY M HANSEN COMMENTS DIAGNOSIS/ESP DEDUCTIBLE IF COVERED FOR STALLING OUT COND.

| | |
|-----------------|--------|
| TOTAL LABOR | 0.00 |
| TOTAL PARTS | 0.00 |
| TOTAL SUBLET | 0.00 |
| TOTAL G.O.G. | 0.00 |
| TOTAL MISC CHG. | 100.00 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX | 0.00 |

TOTAL INVOICE \$ 100.00

THANK YOU FOR YOUR BUSINESS.
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CUSTOMER SIGNATURE
***** DUPLICATE INVOICE *****

NOTICE TO CONSUMER; PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.



850 E. EL CAMINO REAL SUNNYVALE, CALIFORNIA 94087-2916
 PHONE (408) 328-1700 www.FordAutoDirect.com

B.A.R. #AHD-051975

E.P.A. I.D. # CAD 981443898

| PROGRAM CODE | AUTHORIZATION CODE | COMMITMENT NO. | E.S.P. NUMBER | DATE | YEAR | ACCUMULATED MILES | TOTAL PARTS | TOTAL CLAIM | |
|--------------|--------------------|----------------|---------------|------|------|-------------------|----------------------|-----------------------------|-------------|
| | | | | | | | DEALER PARTICIPATION | CUSTOMER PAYMENT % OF COSTS | TOTAL LABOR |

SERVICE DEPT HOURS ARE M-F 7 AM TO 6 PM AND SAT 8 AM TO 4:30 PM
 ALL VEHICLES MUST BE PICKED UP BY 5:45 PM M-F AND 4:15 PM SAT
 THANK YOU FOR YOUR PATRONAGE

| | | | | |
|---------------------|---|----------------|------------------------|-----------------------|
| CUSTOMER NO. 212875 | ADVISOR ADAM HARROLO 747 | TAG NO. 933 | INVOICE DATE 11/10/11 | INVOICE NO. FOC639646 |
| SANTA CLARA, CA | YEAR / MAKE / MODEL 10/MERCURY/MILAN PREMIER/4D | MILEAGE 54,100 | COLOR WHITE/ | BYEOR NO. 16809 |
| | VEHICLE I.D. NO. 3MEHMOJG4AR | | DELIVERY DATE 12/22/10 | DELIVERY MILES 23,528 |
| | P.T. E. NO. | P.O. NO. | SELLING DEALER NO. | PRODUCTION DATE |
| | | | P. O. DATE 11/10/11 | |
| COMMENTS | | | | |

MO: 54109

JOB# 1 CHARGES

LABOR
 J# 1 33FOZBASIC BASIC ESP MAINTENANC HOURS: 0.90 TECH(S):38 WARRANTY
 CHANGE ENGINE OIL AND FILTER
 ROTATE AND AIR TIRES
 MULTIPOINT INSPECTION
 ONLY
 O.G
 PERFORM BASIC SERVICE
 YOUR NEXT SERVICE IS DUE IN 6 MONTHS OR 5000 MILES
 THANK YOU

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|-------|-----|-----------|-------------|---------------|----------|
| | 1 | FL-500-S | FILTER 1 | | |
| | | | | TOTAL - PARTS | 0.00 |

| G.O.G. & SUPPLIES | QTY | DESCRIPTION | UNIT PRICE | WARRANTY |
|-------------------|-----|-------------------|-------------|----------|
| | 6.0 | QCM OIL 2008 PL15 | @ /UNIT | |
| | | | TOTAL - GOG | 0.00 |

JOB# 1 TOTALS
 JOB# 1 JOURNAL PREFIX FOC63 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
 J# 2 10FOZ-AUDIO AUDIO HOURS: TECH(S):38 INTERNAL
 CUSTOMER STATES RADIO AND C/D GO ON AND OFF INTERMITTENTLY
 WHILE DRIVING, CHECK AND ADVISE 1.0
 TEST AND COULD NOT VERIFY CONCERN. INSPECT ALL CONNECTIONS
 OK, ROADTEST 9 MILES, OK
 NO PROBLEM FOUND

| MISC | CODE | DESCRIPTION | CONTROL NO | WARRANTY |
|------|-------|--------------------|--------------|----------|
| | ADAM1 | ADAM POLICY HIGH\$ | | INTERNAL |
| | ADAM1 | ADAM POLICY HIGH\$ | | INTERNAL |
| | | | TOTAL - MISC | 0.00 |

JOB# 2 TOTALS
 JOB# 2 JOURNAL PREFIX FOC63 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
 J# 3 01FOZ-RPR TIRE REPAIR HOURS: TECH(S):971 INTERNAL
 CUSTOMER REQUESTS TO PATCH LEFT REAR TIRE
 NAIL TOO CLOSE TO SIDEWALL, NEED TO REPLACE TIRE
 MICHELIN PILOT HX MXM4 225-50-17 260.00 INSTALLED

JOB# 3 TOTALS
 JOB# 3 JOURNAL PREFIX FOC63 JOB# 3 TOTAL 0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK

(CONTINUED ON NEXT PAGE) 08:33am

Jul 17, 2012 8:42PM

No. 6684 P. 8/12
3701 STEVENS CREEK BLVD.
SANTA CLARA, CA 95051
SERVICE (408) 247-6591

Frontier Ford

Sales - Leasing - Service

SERVICE HOURS:
MONDAY THRU SATURDAY
8:00 AM TO 5:00 PM
CASHIER AND CUSTOMER PICK-UP
7:00 AM TO 6:00 PM

E.P.A. # CAD98117082297578
B.A.R. REG. # A000230

| | | | |
|--|----------------------|----------------------|--------|
| No. | | | |
| DATE | | | |
| CUSTOMER NAME | PHONE | | |
| ADDRESS | VEHICLE MAKE & MODEL | | |
| CITY | LICENSE NO. | | |
| CITY | ODOMETER | | |
| PARTS IN () New Used () Other () Used | | | |
| QTY | PRICE | DESCRIPTION OF LABOR | COURSE |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | | |
|----------------------|------------------------------------|---|-------------------|-------------------|
| ORIGINAL ESTIMATE \$ | AUTHORIZED BY | TECHNOLOGICAL ESTIMATE: I UNDERSTAND THAT MY VEHICLE WILL BE REASSEMBLED WITHIN 3 DAYS OF THE DATE SHOWN ABOVE IF I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED. | SUBTOTAL LABOR \$ | S |
| PHONE | DATE | TIME | ADDITIONAL PARTS | SUBTOTAL PARTS \$ |
| REVISED ESTIMATE \$ | REASON | | SALES TAX | \$ |
| AUTHORIZED BY | <input type="checkbox"/> IN PERSON | DATE | TIME | TOTAL \$ |
| | <input type="checkbox"/> PHONE # | | | |

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION: [REDACTED] INVOICE: W07447

SANTA CLARA CA [REDACTED] SANTA CLARA CA [REDACTED]
NONE: [REDACTED] NONE: [REDACTED]

FOR OFFICE USE
TAG: 4039 ADV: 235 MARSHALL INVOICE: DUOTE WAR () W MS VIN 3HE1M0L64AF [REDACTED] LICENSE NUMBER: CA [REDACTED]
TAX RULES: NYNNN INVOICED: 02/24/2012 09:13:39 TO MERCURY MILAN PREMIER 4DR SDN
ODOMETER IN: 36215 DIST: 1FA
DATES BEGIN: 02/22/12 DONE: 02/24/12

| | | | | |
|---------------|---|-----------|------------|--------|
| CONCERN IS | CHECK AND ADVISE CHECK ENGINE LIGHT IS ON AND ENGINE IS LACKING POWER | OPERATION | TECH HOURS | AMOUNT |
| CAUSE | 2733: 118/1.2 | W | 130 | 1.2 |
| CORRECTION | DIAG AND REPLACED CANNISTER PURGE VALVE - EMISSIONS WTY. | | | |
| PART NUMBER | PO# NOTE DESCRIPTION | QTY | SELL | |
| FMC 9052 | 90215 H VALVE ASY | 1 | | |
| FACTORY | TECH: 118 - RUDOMETRIN, MIC CERT#: 1901 | | | |
| FP 905290915H | LINE AUTH: MS 022412 (0/13) | | | |

PAYMENT DISTRIBUTION FOR INVOICE W07447

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
CUS - CUSTOMERPAY
IF YOU HAVE ANY QUESTIONS -- PLEASE SEE MICHAEL D MARSHALL

PAGE 1
LAST PAGE

WHITE = ACCOUNTING COPY CANARY = CUSTOMER COPY PINK = SERVICE FILE COPY GREEN = WARRANTY COPY

| Original Customer Requests | Status | Cost | Declined | Approved |
|---|---------|-----------------|----------|-----------------|
| Performed TSB 11-11-28, replaced Canister purge valve (Found code P0456) | | \$0.00 | | X |
| 52. CHECK AND ADVISE DASH CLUSTER WILL NOT LIGHT UP INTERM, WHEN RADIO IS TURNED ON DASH LIGHTS WILL LIGHT UP | | \$0.00 | | X |
| Need more information to verify concern (Unable to duplicate) | | \$0.00 | | X |
| 53. CHECK TIRES | | \$0.00 | | X |
| set tires to 33psi Factory recommended (Found all tires over inflated) | | \$0.00 | | X |
| Repair left rear tire (found nail in left rear tire) | | \$0.00 | | X |
| Subtotal | | \$0.00 | | |
| Inspection Recommendations | Status | Cost | Declined | Approved |
| Mount and balance 2 new rear tires (Rear tire tread depth measures 4/32 - 5/32": Will need tires soon) | Caution | \$546.37 | | X |
| Subtotal | | \$546.37 | | \$546.37 |
| Totals, Taxes and Fees | | Cost | Declined | Approved |
| Estimate Subtotal | | \$546.37 | \$0.00 | \$546.37 |
| Tax 8.25% | | \$45.08 | | \$45.08 |
| Estimate Total | | \$591.45 | | \$591.45 |

| Original Customer Requests | Status | Cost | Declined | Approved |
|---|---------|-----------------|----------|-----------------|
| Performed TSB 11-11-28, replaced Canister purge valve (Found code P0456) | | \$0.00 | | X |
| 52. CHECK AND ADVISE DASH CLUSTER WILL NOT LIGHT UP INTERM, WHEN RADIO IS TURNED ON DASH LIGHTS WILL LIGHT UP | | \$0.00 | | X |
| Need more information to verify concern (Unable to duplicate) | | \$0.00 | | X |
| 53. CHECK TIRES | | \$0.00 | | X |
| set tires to 33psi Factory recommended (Found all tires over inflated) | | \$0.00 | | X |
| Repair left rear tire (found nail in left rear tire) | | \$0.00 | | X |
| Subtotal | | \$0.00 | | |
| Inspection Recommendations | Status | Cost | Declined | Approved |
| Mount and balance 2 new rear tires (Rear tire tread depth measures 4/32 - 5/32": Will need tires soon) | Caution | \$546.37 | | X |
| Subtotal | | \$546.37 | | \$546.37 |
| Totals, Taxes and Fees | | Cost | Declined | Approved |
| Estimate Subtotal | | \$546.37 | \$0.00 | \$546.37 |
| Tax 8.25% | | \$45.08 | | \$45.08 |
| Estimate Total | | \$591.45 | | \$591.45 |



BBB AUTO LINE

January 19, 2012

[REDACTED]
SANTA CLARA CA [REDACTED]

Re: FRD1210251 [REDACTED] Mercury

Dear Madam/Sir:

Recently you contacted BBB AUTO LINE about problems with your vehicle. We sent you a *Customer Claim Form* and asked you to return it. We have not received the completed form back from you. If you would like to file a claim, please complete the form and return it so that we receive it within **14 days** from the date of this letter. If we do not hear from you within that time, we will assume your claim has been resolved.

Because we are very interested in the outcome of your complaint, if you choose not to return the *Claim Form* to us, please take a few moments to indicate your reason below and return this form to us:

___ My problem has been resolved.

___ My problem has not been resolved, but I do not wish to pursue my complaint through BBB AUTO LINE.

IF YOU HAVE ALREADY RETURNED YOUR DOCUMENTS, PLEASE DISREGARD THIS LETTER. Your documents can be faxed to [REDACTED]. If you have any questions, you can contact me at [REDACTED].

Sincerely,

Linda Fernandez at Extension 202

Claims Office
710 West Pinedale
Fresno, CA 93711
Telephone: 559-353-3500
Facsimile: 559-448-8457

PROGRESSIVE®
Underwritten by: **Progressive West Insurance Company**
Policy Holder: [REDACTED]
Claim number: [REDACTED]
Date of loss: 06/15/2012
Today's date: 07/09/2012

[REDACTED]
Santa Clara, CA [REDACTED]

Handwritten notes: 559, 559, 559, 559, 559

Total Loss of Your Vehicle

Your vehicle has been determined to be a total loss.

We have calculated the actual cash value settlement of your vehicle loss in accordance with California Code of Regulations Section 2695.8(b)(1).

The attached reports outline our evaluation process and the breakdown of the settlement amount of your claim.

If you are unable to purchase a comparable vehicle for the settlement amount, notify us within 35 days and we will reopen our claim file.

You may be entitled to a credit adjustment or a refund of any unearned premium on your insurance policy. Please contact Policy Services at 800-888-7764 and speak to a Customer Service Representative for details.

Please feel free to contact me if you have any questions or concerns

Sincerely,

[REDACTED]

Sandra Cooper, Ext.3526
Claims Representative

[REDACTED]



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: Monday, November 07, 2011 5:02 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:

11/8/2011

Dealership Fleet Name: Bert Wolfe Ford Inc
Requesting Dealer Fleet: BERT WOLFE FORD, INC.
PA Code: 01928
Contact Person: LYNN LANDIS
Title: SERVICE MANAGER
Phone Number: [REDACTED]
Fax Number: [REDACTED]
Email: [REDACTED]
Region: CINCINNATI
Address: [REDACTED]
City: CHARLESTON
State: West Virginia
Zip Code: [REDACTED]

CUSTOMER VEHICLE INFORMATION:

WSD: 0
Vehicle Year: 2010
Vehicle Model: FORD FUSION
Vehicle VIN: 3FAHP0HA5AR [REDACTED]
Mileage: 6407
customer Fleet Name: LORRAINE HARTER [REDACTED]
Street Address: [REDACTED]
City : MADISON
State : West Virginia
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: CHARLESTON

DETAILS OF INCIDENT:

Accident
Date of Incident: 2011-11-05
County incident occurred: KANAWHA
Is customer alleging a component defect CAUSED the incident? YES
Details: CUSTOMER STATES ACCELERATOR STUCK AND CAUSED HER TO RUN THROUGH AN INTERSECTION AND HIT 2 OTHER VEHICLES.
Was a police report filed? YES
Details : CORRIDOR G KANAWHA COUNTY
Has the insurance company been contacted? YES
Insurance company advised: TOW TO DEALERSHIP
Insurance company contact information: STATE FARM TEAM 10 8886133966

Coach builder:
City :
State :
Zip Code :
Vehicle Location: BERT WOLFE FORD, INC. BODY SHOP 1900 PATRICK STREET PLAZA CHARLESTON, WV 25387

Attorney information:
CVO Contact:
Resolution Customer is seeking:
Comments: NEED FORD INVOLVEMENT TO DETERMINE IF ACCELERATOR STUCK OR DRIVER ERROR FOR CAUSE OF ACCIDENT.

11/8/2011

Concern Summary for Technical Assistance Contact Report
Inspection Comments for Technical Assistance Contact Report
Primary Root cause for Technical Assistance Contact Report
Other Root Causes

Please explain if "Other" is root cause

Recommendation for Technical Assistance Contact Report

Missing tools/equipment(if identified)

Missing tools/equipment ordered during visit?

Total hours spent on request

0.0

Created by

JCLAR401

Created date

11/11/2011 02:56:22 PM EST

Last Revised by

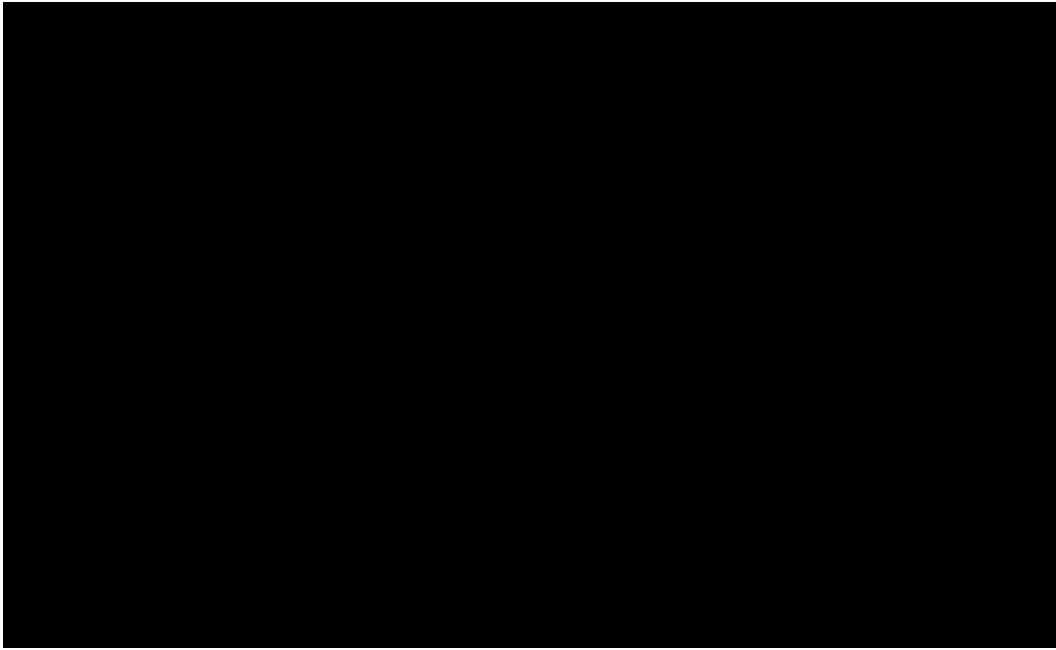
RFRJIS

Last revised date

11/11/2011 03:10:00 PM EST

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

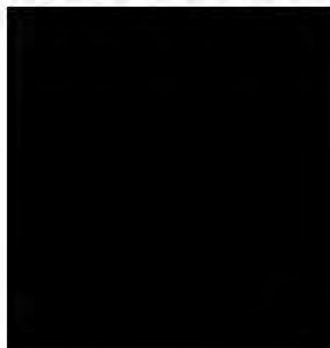
11/18/2011



DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG
TAMMY J. SCHMITT
LAURA L. APPELEGATE
NICOLE VITALE

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



NEW JERSEY OFFICE

100 CENTURY PARKWAY
SUITE 305
MT. LAUREL, NJ 08054
856-797-0703
FAX 856-983-6123

PITTSBURGH OFFICE

2325 GRANT BLDG.
330 GRANT STREET
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

February 18, 2010

Ford Motor Company
1 American Road
Dearborn, MI 48126

RE: [REDACTED] vs Ford Motor Company
CCP February Term, 2010 No. 1892

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]

DAVID J. GORBERG

DJG/jc
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Marie Kahlan

From: [REDACTED]
Sent: Wednesday, February 17, 2010 12:30 PM
To: [REDACTED]
Subject: Acceptance of your E-Filing #1002024686

Dear David J. Gorberg,

The legal paper you electronically presented for filing has been reviewed by the Prothonotary of Philadelphia County and is deemed filed as noted below.

The following information is provided for your records:

Caption:

[REDACTED] VS FORD MOTOR COMPANY
Case Number: 100201892

Date Reviewed and Accepted:

February 17, 2010 08:56 am EDT/DST

**Date Presented to the Prothonotary for Filing
and Date Deemed Filed:**

February 17, 2010 08:42 am EDT/DST

Type of Pleading/Legal Paper:

COMPLAINT

E-File No.: 1002024686

Confirmation No.: 4AE110685

Personal Reference No.:

Filing Fee: \$ 332.48

To retrieve the legal paper filed and any related notice, order or legal paper, log in to the Electronic Filing Web Site at <http://courts.phila.gov> using the Court-issued User Name and Password. You may also go directly to the legal paper/document by copying and pasting the following web address(es) into your browser or by clicking the link(s) below to view the related document(s). Each link represents a separate document filed in connection with this matter. Utilizing the link(s) below will only take you to the actual document. You will not be logged into the court's electronic filing system.

Final Cover

https://efilefile.phila.gov/efsfjd/zk_ealib.open_doc?h=G6Lp6A9Lbb_f1Jk

SCANNED COMPLAINT.pdf

https://efilefile.phila.gov/efsfjd/zk_ealib.open_doc?h=G7Mp5_9Mcb!e2Jk

The Arbitration matter has been scheduled for
October 12, 2010 at 09:30 am

[REDACTED]
[REDACTED]

You must serve the above legal paper and any related notice, order or legal paper on all parties as required by Pa.R.C.P.No.400 et seq.

You are reminded that Pa.R.C.P. No. 205.4 requires that a hard copy of the legal paper you have filed electronically be signed and, as

applicable, verified concurrently with the electronic filing of the legal paper, and shall be maintained by you for two (2) years after the later of: (i) the disposition of the case; (ii) the entry of an order resolving the issue raised by the legal paper; or (iii) the disposition by an appellate court of the issue raised by the legal paper.

At the request of any party, you must produce for inspection the original or a hard copy of a legal paper or exhibit within fourteen (14) days, or the court, upon motion, may grant appropriate sanctions.

Thank you.



D I S C L A I M E R

The First Judicial District will use your electronic mail address and other personal information only for purposes of Electronic Filing as authorized by Pa. R.C.P. 205.4 and Philadelphia Civil *Rule 205.4.

Use of the Electronic Filing System constitutes an acknowledgment that the user has read the Electronic Filing Rules and Disclaimer and agrees to comply with same.

This is an automated e-mail, please do not respond!

0
2PL
11



IDENTIFICATION NO
700 TIMES BUILDING
SUBURBAN SQUARE
ARDMORE PA 19003
(215) 668-7660

ATTORNEY FOR

Plaintiff



COURT OF COMMON PLEAS
DIVISION

TERM,

VS.

FORD MOTOR COMPANY
1 American Road
Dearborn, MI 48126

No.

CIVIL ACTION COMPLAINT
IC CONTRACT

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 writing 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 ~~contra~~ la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otra demanda o relievación pedida por el demandante. Usted puede perder el dinero o la característica de otra ~~endereza~~ 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 HIRE 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
Filadelfia, Pennsylvania 19107
Teléfono (215) 238-6333

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiff
Identification No. 53084
700 Times Building
Ardmore, PA 19003
(215-665-7660

01-10-2009
10
10



: COURT OF COMMON PLEAS
:
: PHILADELPHIA COUNTY
:
: TERM, 2009
:
:
:
:
: NO.

vs.

FORD MOTOR COMPANY
1 AMERICAN ROAD
DEARBORN, MI 48126

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [REDACTED] Villanova, PA [REDACTED]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with it's legal residence and principal place of business at [REDACTED] Dearborn, MI [REDACTED]

BACKGROUND

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

4. On or about February 26, 2009, Plaintiff purchased a new 2009 Mercury Mariner (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 4M2CU29309K [REDACTED] The vehicle was purchased in the State of Pennsylvania 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 \$32,620.46.

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 February 26, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective engine resulting in stalling condition.

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 three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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 "Purchaser" as defined by 73 P.S. §1952.

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

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

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

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

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

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff

is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law 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
MAGNUSON-MOSS FEDERAL TRADE COMMISSION 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 is a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

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

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, 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.

35. Section 15 U.S.C. §2310 (d) (1) provides:
If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the

commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. 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 III
UNIFORM COMMERCIAL CODE

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

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

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

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

40. 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.

41. 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.

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

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

WHEREFORE, 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 IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

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

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

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

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

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

WHEREFORE, 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.



Attorney for Plaintiff

VERIFICATION

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



Date: _____

Pacifico

Marple Ford Lincoln-Mercury Suzuki

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 Broomall, PA 19008
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DEALER GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

| | | | | | |
|---------------------------------------|--|------------------|---------------------------|--|-----------------|
| Adv: 050 THOMAS, REGINALD X | Tag: R037 | License: KD79W72 | 4M2CU2930 9X | Page: 1 | Invoice: C07016 |
| VILLANOVA, PA DELAWARE BENJAMIN | | | VILLANOVA, PA DELAWARE | | |
| Odometer: 11111 | | | Disc: 1FA CUS C | 09 MERCURY MARINER HYBRID 4DR SUV SILVER | |
| Begin: 02/27/09 | | | Done: 03/03/09 | Invoiced: 03/03/09 16:27 RT | Sold: 03/26/09 |
| Concern #14 | UPDATE INSPECTION STICKERS | | | Operation | Tech |
| Correction | UPDATE INSPECTION STICKERS | | | UPDATE | 029 |
| Comment | PER WE OWE FORM | | | | |
| Type: C | Line Auth: RT 03/03/09 15:26 | | | | |
| | Line Flag: DC1 HAZ | | | | |
| Concern #22 | CUSTOMER STATES PLEASE INSTALL LEATHER | | | Operation | Tech |
| Correction | AUTOMOTIVE CONCEPTS INSTALLED LEATHER IN VEHICLE AS PER CUSTOMERS REQUEST | | | LEATHER | 100 |
| Comment | PER WE OWE | | | | |
| Part: | Part Number | POS | Note | Description | Qty |
| | | 022027 | | LEATHER INSTALLATION | 1 |
| | Line Auth: RT 03/03/09 15:26 | | | Part Auth: RT 03/03/09 12:05 | |
| Concern #32 | CUSTOMER STATES WHILE DRIVING RED LIGHT CAME ON VEHICLE WOULD NO GO OVER 20MPH AND MESSAGE INDICATOR STATED NOT TO DRIVE VEHICLE | | | Operation | Tech |
| Correction | TECH CHECKED AND VERIFIED CONCERN TRACED TO THE HYBRID BATTERY HAS LOW VOLTAGE DUE TO VEHICLE SITTING TECH DROVE VEHICLE AND ADVISED BATTERY WILL CHARGE WITHIN THE NEXT 300-500 MILES OF DRIVING AFTER 12 MILES OF DRIVING TECH VERIFIED REPAIRS VEHICLE OK AT THIS TIME BUT WILL NEED TO BE DRIVEN | | | FAILSAFE MODE | 029 |
| Comment | PER SERVICE MGR | | | | |
| | Line Auth: RT 03/03/09 15:25 | | | | |

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130410 DEALER GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

| | | | | | |
|---|-----------|---------------------|--|---------|-----------------|
| Adv: 050 THOMAS, REGINALD K | Tag: R037 | License: [REDACTED] | 4M2CU2930 9K [REDACTED] | Page: 2 | INVOICE: C07016 |
| Invoice# 03/03/09 16:27:47 RT | | | 09 MERCURY MARINER HYBRID 4DR SUV SILVER | | |
| Summary of Charges for Invoice# C07016 | | | Payment Distribution for Invoice# C07016 | | |
| SUBLET REPAIRS | | | CASH | | 0.00 |
| MCI PHONE CHARGE | | | TOTAL CHARGE | | 0.00 |
| STICKER FEE | | | | | |
| LAB-MECHANICAL | | | | | |
| 258 CHARGE TO | 7050 | | | | |
| TOTAL CHARGE | | 0.00 | | | |
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| | | | | | |
|-------------------------------|--|---------------------|---|--------------------------|-----------------|
| Adv: 050 THOMAS, REGINALD K | Tag: 2346 | License: [REDACTED] | 4M2CU2930 9K [REDACTED] | Page: 2 | Invoice: W07601 |
| Invoice For: MOODY, BERTAMUNO | | | Deliver/Order: MOODY, BERTAMUNO | | |
| Invoice: 06/12/09 15:04:23 NK | | | US RESIDENT MAINTENANCE HYBRID 4DR SUV SILVER | | |
| 51-9 | AS PER HOT LINE, DISCONNECT EVAP PURGE VALVE FROM INTAKE MANIFOLD, PLUG MANIFOLD AND ROADTEST, ROADTESTED 101 MILES WITH NO CONCERNS, REPLACED PURGE VALVE CLEAR DTCS AND PERFORM DRIVE CYCLE, VERIFIED REPAIR, TOTAL MILES DRIVEN 262 TO VERIFY COMPLAINT AND REPAIR. AND RETORQUE CRD 104, CHECK PINS IN MAP C1454 AND THROTTLE BODY C136B, ALL OK AND RETORQUE GRD 104, CHECK PINS IN MAP C1454 AND THROTTLE BODY C136B, AS PER HOTLINE, ALL CHECK OK | | | MT9015 | 110 2.0 |
| Tech Notes | | | | Qty | List |
| Parts | Part Number PO# Note Description FMC 9U5Z 9C915 A 5PC VALVE ASY -990 Parts: Cost 1.00 Allowance: CONCERN CD : A99 CONDITIONCD : B2 PP- 9U5Z9C915A Line Auth: 04/15/09 10:46 Line Auth: 04/16/09 10:46 Repair Type 1 Visit 1 Powertrain Codes: KOED - P0727 KOEC - P0727 KOER - P0727 Misc Diagnostic Codes: CHASSIS - C1018 | | | 1 | |
| Type: W | | | | Subtotal | |
| Concern #52 | P18 RENTAL FOR 7 DAYS | | | LAB-MECHANICAL | |
| Correction | P18 RENTAL FOR 7 DAYS | | | TOTAL CHARGE FOR CONCERN | |
| 52-7 | P18 RENTAL FOR 7 DAYS | | | Operation | Tech Units |
| Parts | Part Number PO# Note Description CONCERN CD : A99 RENTAL PACIFICO RENTAL CONDITIONCD : B2 PP- RENTAL PP- RENTAL Line Auth: 04/16/09 13:21 Repair Type 2 Visit 1 | | | RENTAL | 110 0.00 |
| Type: R | | | | RENTAL | 100 0.00 |
| | | | Qty | List | Sell |
| | | | 7 | | |
| | | | Subtotal | | |
| | | | RENTAL | | |
| | | | TOTAL CHARGE FOR CONCERN | | |

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

Adv: 050 THOMAS, REGINALD K Tag: 2346 License: [REDACTED] 4M2CJ29309K [REDACTED] Page: 1 Invoice: WC7601

Model/Year: [REDACTED] Make: [REDACTED] Color/Type: [REDACTED] Make: [REDACTED]

| | | | | |
|--------------------------------|--|--|--------------------------|------------|
| Invoiced: 06/12/09 15104:23 MK | | 09 MERCURY MARINER HYBRID 4DR SUV SILVER | | |
| Concern #33 | GOODWILL PAYMENT TO CUSTOMER 5533.53 | Operation | Tech Units | Amount |
| Cause | GOODWILL | 0 | 100 0.0 C | 0.00 |
| Correction | GOODWILL | | | |
| Parts | Part Number PO# Note Description | Qty | List | Sell |
| | EMC 5E62 7813300 A NSTK KIT - FLOOR CONTOUR | 1 | [REDACTED] | [REDACTED] |
| | EMC 8L82 16450 AB NSTK STEP ASY | 1 | [REDACTED] | [REDACTED] |
| | Parts: Count 2.00 Allowance: 143.60 | | | |
| | CONCERN CD : A99 CONDITIONCD : 02 | | | |
| | EP- REFUND | | | |
| | Repair Type : Visit 1 | | | |
| Type: W | | | Subtotal | |
| | | | PARTS | [REDACTED] |
| | | | TOTAL CHARGE FOR CONCERN | [REDACTED] |

Summary of Charges for Invoice # WC7601 Payment Distribution for Invoice # WC7601

| | | | |
|----------------|------------|--------------|------------|
| PARTS | [REDACTED] | TOTAL CHARGE | [REDACTED] |
| LAB-MECHANICAL | [REDACTED] | WARRANTY | [REDACTED] |
| RENTAL | [REDACTED] | | |
| TOTAL CHARGE | [REDACTED] | | |

IF you have any questions - please see THOMAS, REGINALD K

***** YOU MAY RECEIVE A SURVEY FROM OUR DEALERSHIP AND FORD *****

*****IF YOU WERE NOT COMPLETELY SATISFIED DURING THIS VISIT*****

*****PLEASE CONTACT MIKE XAVIER @ 610-353-5500*****

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| | | | | | |
|---|---|---------------------|---------------------------|--|----------------------|
| Adv: 050 THOMAS, REGINALD K | Tag: 2345 | License: [REDACTED] | 4M2CU2930 9K [REDACTED] | Page: 1 | Invoice: C07601 |
| VILLANOVA, PA DELAWARE | | | VILLANOVA, PA DELAWARE | | |
| Home: [REDACTED] | | | Home: [REDACTED] | | |
| Com: 05/02/09 | Out: 10/16/09 | Disc: 1FA CUS C W | Float | 09 MERCURY MARINER HYBRID 4DR SUV SILVER | |
| Begin: 03/17/09 | | | Date: 04/16/09 | Involved: 04/16/09 13:22 [REDACTED] | Inset/ical: 02/26/09 |
| Production: 09/12/08 | | | Sold: 02/26/09 | | |
| Concern 03 | CUSTOMER STATES PERFORM MULTIPOINT INSPECTION | | | Operation | Tech |
| Correction | PERFORM MULTIPOINT INSPECTION | | | 85P | 110 |
| Type: C | | | | Subtotal | |
| | | | | TOTAL CHARGE FOR CONCERN | |
| TOTAL CHARGE | | | | 0.00 | |
| CASH | | | | 0.00 | |
| TOTAL CHARGE | | | | 0.00 | |
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| | | | | | | |
|-----------------------------|--|----------------------------|---------------------|--|-----------------|--------|
| Adv: 050 THOMAS, REGINALD K | Tag: 7022 | License: MDJ3972 | 4M2G02930 9K | Page: 1 | Invoice: CI4501 | |
| VILLANOVA, PA DELAWARE | | VILLANOVA, PA DELAWARE | | | | |
| Home: [REDACTED] | | Home: [REDACTED] | | | | |
| Qdometec In: 9182 | Out: 9183 | Dist: 1FA CUS C | Final | 09 MERCURY MARINER HYBRID 4DR SUV SILVER | | |
| | | | Stock#: HAJ01037 | | | |
| Regin: 09/22/09 | Date: 09/22/09 | Invoice: 09/22/09 10:07 54 | Inservice: 02/26/09 | Prediction: 05/12/08 | Sold: 01/20/09 | |
| Customer Concern | | | | | | |
| Concern 01 | CUSTOMER STATES PERFORM MULTIPPOINT INSPECTION | | | Operation Tech | Amount | |
| Correction | PERFORM MULTIPPOINT INSPECTION | | | 99P 029 | 0.00 | |
| 01-1 | BATTERY TESTED GOOD | | | CBATT 029 | 0.00 | |
| 01-2 | 7/32 DISC PAD LEFT OR 3/32 SHOE LEFT | | | GBK 029 | 0.00 | |
| 01-3 | 7/32 OR MORE LEFT ON TIRES AND WEARING OK | | | GTIRE 029 | 0.00 | |
| Type: C | | | | Subtotal | | |
| | | | | TOTAL CHARGE FOR CONCERN | 0.00 | |
| Concern 09 | CUSTOMER STATES PERFORM TIRE ROTATION | | | Operation Tech | Amount | |
| Correction | ROTATE TIRES | | | RTT 029 | 0.00 | |
| Type: C | | | | Subtotal | | |
| | | | | LAB-MECHANICAL | 0.00 | |
| | | | | TOTAL CHARGE FOR CONCERN | 0.00 | |
| Concern 31 | CUSTOMER STATES 1ST OIL CHG FREE | | | Operation Tech | Amount | |
| Correction | PERFORM LUBE OIL AND FILTER CHANGE, INCLUDES: | | | LOFE 029 | 0.00 | |
| | LUBE OIL AND FILTER CHANGE | | | | | |
| | PERFORM MULTIPPOINT INSPECTION | | | | | |
| | CHECK AND ADJUST TIRE PRESSURES | | | | | |
| | CHECK ALL FLUIDS AND TOP OFF AS NECESSARY | | | | | |
| | FILL TO FACTORY SPECIFICATIONS WITH MOTORCRAFT MOTOR OIL | | | | | |
| Comment | 1ST LOF CHANGE NO CHARGE TO CUSTOMER | | | | | |
| Parts | Part Number | Qty | Note | Description | Qty | Sp. L. |
| | FMC KIT20178 | | | OIL FILTER | 1 | 00.00 |

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|---|---------------|----------|--|---------------------|-----------------|-----------|
| Adv: 050 THOMAS, REGINALD K | Tag: 7002 | License: | 4N2CJ2930 9R | Page: 2 | Invoice: C14501 | |
| Invoiced: 09/22/09 10:07:12 AM | | | 09 MERCURY MARINER HYBRID 4DR SUV SILVER | | | |
| Parts | Part Number | PO# | Note | Description | Qty | Unit |
| | WAC FL 2017 B | | | FILTER ASY - ENGINE | 1 | B |
| | 010 5W20 | | COG | BULK OIL 5W20 | 5 | B |
| Line Auth: RT 09/22/09 09:50 | | | | | | |
| PARTS | | | TOTAL CHARGE | | | |
| GAS-OIL-GREASE | | | CASE | | | |
| LAB-MECHANICAL | | | | | | |
| 258 CHARGE TO 2320 | | | | | | |
| OWNER ADVANTAGE | | | | | | |
| SUB-TOTAL | | | | | | |
| SALES TAX | | | | | | |
| TOTAL CHARGE | | | | | | |
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|-----------------------------|--|----------------------------|--------------------------|---|-----------------|------------|------------|------------|
| Adv: 050 THOMAS, REGINALD K | Tag: 7919 | License: [REDACTED] | 4M2C112930 9K [REDACTED] | Page: 1 | Invoice: W15599 | | | |
| [REDACTED] | | [REDACTED] | | [REDACTED] | | | | |
| VILLANOVA, PA | | VILLANOVA, PA | | [REDACTED] | | | | |
| Work: [REDACTED] | Home: [REDACTED] | Work: [REDACTED] | Home: [REDACTED] | [REDACTED] | | | | |
| Odometer Int: 10200 | Out: 10201 | Dist: 1FA WAR C W | Final | 09 MERCURY MARINER HYBRID (DR SUV SILVER) | | | | |
| [REDACTED] | | | Stock#: MAJ07037 | [REDACTED] | | | | |
| Begin: 10/11/09 | Date: 11/10/09 | Invoice: 11/10/09 08:31 MX | Inservice: 02/26/09 | Production: 09/12/08 | Sold: 02/26/09 | | | |
| Concern | | | | | | | | |
| Concern | 51 - CUSTOMER STATES CHECK CHECK ENGINE LIGHT, TRIANGLE WITH EXCALMATION POINT IS ON WITH FSE FOUND THE TERMINAL FOR TUBES F28 & F29 WERE NOT SEATED PROPERLY | | | Operation | Tech Units | Amount | | |
| Repair | ROADTEST CNV CONCERN RETREIVE DTS C1016 PLACE P0727 WIGGLE TEST ALL CONN & HARNESS CHR PCM BATT JUNC BOX WHK AIR TUBES PCV LINES CHK PIN FIT BATT JUNCTION BOX FUSE F5 THRU F29 C1856 PIN 62,65,67,36 C175E PINS 58,42 DAVE PILGRIM FSE DISPATCHED TRACE TO TERM F20, F29 USED FLEX PROBE TO LOCK IN PLACE | | | MT15604 | 110 | 3.7 | | |
| 51 - | BODY / CHASSIS / ELECTRICAL (BCE) - TEST | | | 12651D | 110 | 0.2 | | |
| 51 - | BCE MODULE REPROGRAM/CONFIGURE - TEST | | | 12651D4 | 110 | 0.1 | | |
| 51 - | BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN POINT TEST | | | 12651D45 | 110 | 0.2 | | |
| Comment | CLEAN DTCs ANDRESEt KM EXTENDED ROADTEST NO FURTHER CONCERNS PRESENT | | | | | | | |
| Part | Part Number | Qty | Note | Description | Qty | List | Sell | Amount |
| | PMC 3022 145411 CGA | | NSTE | WIRE ASY | 1 | [REDACTED] | [REDACTED] | [REDACTED] |
| | PMC 9M61 14290 MX | | SPO | *WIRING ASY -SPO | 1 | [REDACTED] | [REDACTED] | [REDACTED] |
| | PMC 9E51 12A581 LA | | SPJ | *WIRE ASY -SPO | 1 | [REDACTED] | [REDACTED] | [REDACTED] |
| | SPD 9E52 12A581 LA | | | *WIRE ASY | 1 | [REDACTED] | [REDACTED] | [REDACTED] |
| | SPD 9M62 14290 HA | | | *WIRING ASY | 1 | [REDACTED] | [REDACTED] | [REDACTED] |
| | PARTS Count | 5.00 | Allowance: | 303.19 | | | | |
| | | | CONCERN CD : 032 | CONDITION: K2 | | | | |
| | FR- 15504 | | | | | | | |
| | Repair Type 1 | | | | | | | |
| | | | | | Subtotal | | | |

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|--|--|----------|--|---|-----------------|
| Adv: 050 THOMAS, REGINALD K | Tax: 7919 | License: | 4M2CU2930 9 | Plan: Z | INVOICE: W15599 |
| Invoice to: HOOD, BENJAMIN D. | | | Driver/Owner: HOOD, BENJAMIN D. | | |
| Invoice dt: 11/10/09 08:31:52 AM | | | 09 MERCURY MARINER HYBRID 40K SUV SILVER | | |
| Type: W | | | | PARTS LAB-MECHANICAL TOTAL CHARGE FOR CONCERN | |
| Concern +53 | TAP RENTAL FOR 7 DAYS | | | Operation Tech Units Amount | |
| Correction | SUPPLY CUSTOMER WITH TAP RENTAL FOR 7 DAYS | | | TAP1 100 0.0 C 0.00 | |
| Part: | Part Number | PO# | NOTE | Description | Qty List Sell |
| | | | RENTAL | PACIFICO RENTAL | 7 |
| | Repair Type 2 Visit 1 | | | Subtotal | |
| Type: R | | | | RENTAL TOTAL CHARGE FOR CONCERN | |
| Summary of charges for invoice W15599 | | | Payment due on invoice W15599 | | |
| PARTS LAB-MECHANICAL RENTAL TOTAL CHARGE | | | TOTAL CHARGE WARRANTY | | |
| If you have any questions - please see THOMAS, REGINALD K ***** YOU MAY RECEIVE A SURVEY FROM OUR DEALERSHIP AND FORD ***** ***** IF YOU WERE NOT COMPLETELY SATISFIED DURING THIS VISIT ***** ***** PLEASE CONTACT MIKE XAVIAN R 610-353-5500 ***** ***** YOUR COMPLETE SATISFACTION IS OUR TOP PRIORITY ! ***** Last Page | | | | | |

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|--|--|-----------------------------|--|--|-----------------|
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| [REDACTED] | | [REDACTED] | | [REDACTED] | |
| VILLANOVA, PA DELAWARE | | VILLANOVA, PA DELAWARE | | None: [REDACTED] | |
| [REDACTED] | | [REDACTED] | | [REDACTED] | |
| Odometer In: 10200 Out: 10201 | | Disc: 1FA CUS C W Final | | 09 MERCURY MARINER HYBRID 4DR SUV SILVER | |
| [REDACTED] | | [REDACTED] | | Stock#: MAJ07037 | |
| Seg1: 10/21/09 | Done: 11/10/09 | Invoiced: 11/10/09 08:31 AM | Inservice: 02/26/09 | Production: 05/12/09 | Sold: 02/26/09 |
| Customer Concerns | | | | | |
| Concern 01 | CUSTOMER STATES PERFORM MULTIPPOINT INSPECTION | Operation | Tech | Amount | |
| Correction | PERFORM MULTIPPOINT INSPECTION | 99P | 110 | 0.00 | |
| Type: C | | Subtotal | | | |
| | | TOTAL CHARGE FOR CONCERN | | 0.00 | |
| Concern 02 | CUSTOMER STATES CHECK BRAKES DID NOT REACT WHEN APPLIED, HAPPENED 1X | Operation | Tech | Amount | |
| Correction | THIS CONCERN IS RELATED TO JOB LINE #51 | RELATEDJOBS | 110 | 0.00 | |
| Type: C | | Subtotal | | | |
| | | TOTAL CHARGE FOR CONCERN | | 0.00 | |
| Summary of Charges for Invoice C15599 | | | Payment Distribution for Invoice 15599 | | |
| TOTAL CHARGE 0.00 | | | CASH 0.00 | | |
| | | | TOTAL CHARGE 0.00 | | |
| If you have any questions - please see THOMAS, REGINALD K THANK YOU FOR YOUR BUSINESS | | | | | Last Page |

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

X I acknowledge receipt of the parts and labor listed above.

FROM :

FAX NO.

Nov. 28 2009 04:15PM P14

Pacific Marple Ford Lincoln Mercury

Agreement of Sale **73478**

CUSTOMER # **72550**
PURCHASE DATE **02/26/2009**
DELIVERY DATE **02/26/2009**
www.pacificmarple.com

3015 W. Chester Pike
Broomall, PA 19008
Phone (610) 353-5500
Fax (610) 356-1007

2915 W. Chester Pike
Broomall, PA 19008
Phone (610) 353-5500
Fax (610) 353-7618

SALES REPRESENTATIVE
MATTHEW E. SPGA
E-Mail: PacificMarple@aol.com

PURCHASER [REDACTED]
ADDRESS [REDACTED]
CITY **VILLANOVA** STATE **PA** ZIP [REDACTED]
PHONE RES. [REDACTED]
BUS. [REDACTED]
E-MAIL [REDACTED]

2009 **MERCURY** **MARTINER** **4DR SUV** **4** **SILVER** **XX** **HAJ0703**
YEAR MAKE MODEL BODY ENGINE COLOR NEW OTHER USED STOCK NO.

WARRANTY INFORMATION
 FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/vehicle.
 USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.
 AS-IS - This motor vehicle is sold "AS-IS" without any warranty, either expressed or implied. The purchaser hereby acknowledges that the seller has not provided this warranty in connection with this sale.

USED CAR CONTRACTUAL DISCLOSURE STATEMENT
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.

PURCHASER SIGNATURE [REDACTED]
CO-PURCHASER SIGNATURE [REDACTED]

TRADE-IN INFORMATION
YEAR MAKE MODEL STOCK #
VIN NO. [REDACTED]
TITLE NO. LICENSE NO.
BALANCE OWED TO [REDACTED]
ADDRESS [REDACTED]
TRADE-IN ALLOWANCE **N/A** MILEAGE
BALANCE OWED ON TRADE-IN **N/A** COLOR
NET ALLOWANCE ON TRADE-IN **N/A** ENGINE

IMPORTANT: The trade-in value of the vehicle will be changed if the vehicle has suffered damage or various 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 tools, including tires, have been removed or replaced with parts or accessories of inferior quality. All trades are subject to inspection at delivery for material changes in accordance with SECT 301.4 (A) (8) of the AUTOMOTIVE INDUSTRY TRADE PRACTICES REGULATIONS. AS CONSIDERATION FOR US ACCEPTING YOUR VEHICLE AS A TRADE-IN, YOU REPRESENT AND WARRANT THAT IT HAS NO FLOOD OR FRAME DAMAGE OR HAS A RECONSTRUCTED TITLE AND ALL TAXES & FEES ENABLING TRADE-IN SALES TAX CREDIT, IF APPLICABLE, HAVE BEEN PAID.

Purchaser's Signature [REDACTED]
Co-Purchaser's Signature [REDACTED]
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:
1. Purchaser hereby acknowledges to the above clause.
Purchaser's Signature [REDACTED]
Co-Purchaser's Signature [REDACTED]

| | |
|-------------------|----------|
| VEHICLE PRICE | 30616.00 |
| Less Rebate(s) | N/A |
| NET SELLING PRICE | 30616.00 |

| | | |
|------------------------------------|----------|--------------|
| Loss Allowance for Trade | N/A | XXXXXXXXXX |
| BALANCE | 30616.00 | |
| EXTENDED SERVICE PLAN | | |
| SUB-TOTAL | N/A | |
| SALES TAX | 30616.00 | |
| | 1836.96 | |
| ON LINE REGISTRATION AND TITLE FEE | N/A | |
| ON LINE DEALER FEE | 0000.00 | |
| STATE/TRAFFIC TAX | 0000.00 | |
| New York Title | 10.00 | |
| Registration | 30.00 | |
| Doc Fee | 33.00 | |
| DMV Fee | 30.00 | |
| DOCUMENT FEES | | |
| Notary Fee | N/A | 100.00 |
| Messenger Fee | 2.00 | 2.00 |
| TOTAL | | 2.00 |
| Cash with Order # | N/A | XXXXXXXXXXXX |
| Cash on Delivery | N/A | XXXXXXXXXXXX |
| DUE | 32628.46 | XXXXXXXXXXXX |
| TOTAL CASH | 32628.46 | |
| AMOUNT DUE AFTER DOWN PAYMENT | 32628.46 | |
| Plus Payoff to: | | N/A |
| BALANCE DUE ON CAR | | |

*If pay-off is higher, the Purchaser is responsible to pay Pacific Marple Ford Lincoln Mercury the difference.

Payments of \$ _____ Each Beginning _____ Bank or Fin. Co. _____
"You are hereby notified pursuant to Provisions of Public Law 93-637 that the factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/vehicle."

THIS IS TO CERTIFY that I have purchased the Vehicle described on this Order from PACIFICO MARPLE FORD LINCOLN MERCURY, 3015 or 2915 West Chester Pike, Broomall, PA 19008.

at **PACIFICO MARPLE FORD LINCOLN M**
2915 W CHESTER PIKE
BROOMALL CITY AND STATE 19008

CO-PURCHASER [REDACTED]
CO-PURCHASER [REDACTED]
CO-PURCHASER [REDACTED]

CO-PURCHASER SIGNATURE [REDACTED] DATE **02/26/2009**
CO-PURCHASER SIGNATURE [REDACTED] DATE **02/26/2009**

COPY FOR BUYER

Nov. 20 2009 04:38 PM PJ7

FRX ML

FROM

MONTGOMERY COUNTY PENNSYLVANIA REGISTRATION CERTIFICATE
 EXPIRY: JAN 31, 2011 VALID: 11/12/09
 PLATE: WJ8972
 TITLE: 1A296034001 MD
 VIN: 4MPCU29569KJ07057
 YR/MAKE: 2005 MERCURY
 TYPE: SM
 VID: 0926246 VAS66-001
 EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: MONTGOMERY
 [REDACTED]
 VILLANOVA PA
 [REDACTED]

 SIGNATURE

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



COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

602
090750050003355-003

| | | | | |
|--|-------------------------|---------------------|------------------------------|-----------------------------|
| VEHICLE IDENTIFICATION NUMBER 1N2CU29E09K | | YEAR 2009 | MAKE OF VEHICLE MERCURY | TITLE NUMBER |
| VEHICLE TYPE SU | DUP 0 | SEMI-CAP 0 | ISSUE TITLE STATE 4706709 | ODOM. PROCD. DATE 080036 |
| DATEA TITLED 4706709 | DATE OF SALE 4706709 | IN-LIEN INSTR. 0 | GVWR | OCWR |
| | | | | TITLE BRWAGE |

- ODOMETER STATUS**
- ACCURATE
 - NOISE CONCERN THE MECHANICAL LIMITS
 - NOT THE ACTUAL MILEAGE
 - NOT THE ACTUAL MILEAGE ACCORDING TO TAMPERED MILEGAGE
 - EXEMPT FROM ODOMETER DISCLOSURE
- VEHICLE TYPE**
- ORIGINALY TITLED FOR REGULAR DISTRIBUTION
 - ADDITIONAL VEHICLE
 - LOANING VEHICLE
 - OHIO/PA POLICE VEHICLE
 - RECONSTRUCTED
 - STREET ROD
 - RECOVERED THEFT VEHICLE
 - VEHICLE RECOVERED FROM FLOOD
 - FLOOD VEHICLE
 - OHIO/PA

VILLANOVA PA

BY _____ AUTHORIZED REPRESENTATIVE _____ DATE _____
 ADDRESS _____ BY _____ AUTHORIZED REPRESENTATIVE _____

VILLANOVA PA

ALLEN D. STEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

1. Is the purchaser other than your spouse or leasee and you want the title to be listed as "Joint Tenants with Right of Survivorship" (On death of one partner, the goods go to surviving partner) CHECK HERE Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest (stock) owned goes to his or her heirs or estate)

IF NO LIEN CHECK IS THIS AN ELTY (IF YES, FIN REQUIRED) YES NO

1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER _____

1ST LIENHOLDER NAME _____

STREET _____

CITY _____ STATE _____ ZIP _____

IF NO LIEN CHECK IS THIS AN ELTY (IF YES, FIN REQUIRED) YES NO

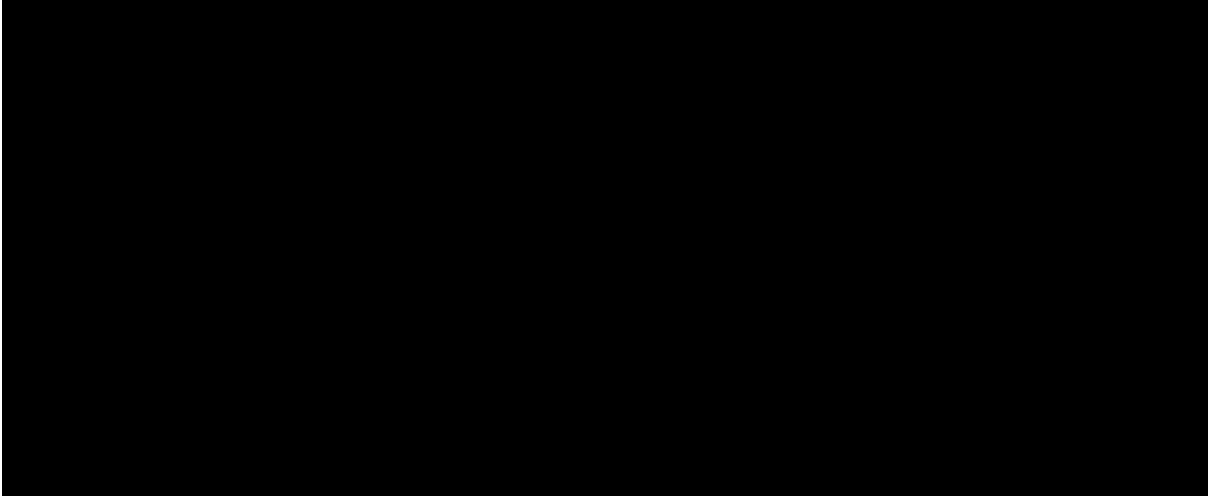
2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER _____

2ND LIENHOLDER NAME _____

STREET _____

CITY _____ STATE _____ ZIP _____

41278010



BEGINNING OF CONTACT
04/19/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.56.35

REGION: G1 CHICAGO OGC ISSUE CASE NBR: 1525270290
VIN: 3FAHF0CG7AF [REDACTED] ZONE: A03 OPENED: 2011/04/18
ENGINE: G VEH TYPE: C CLOSED: 2011/04/18

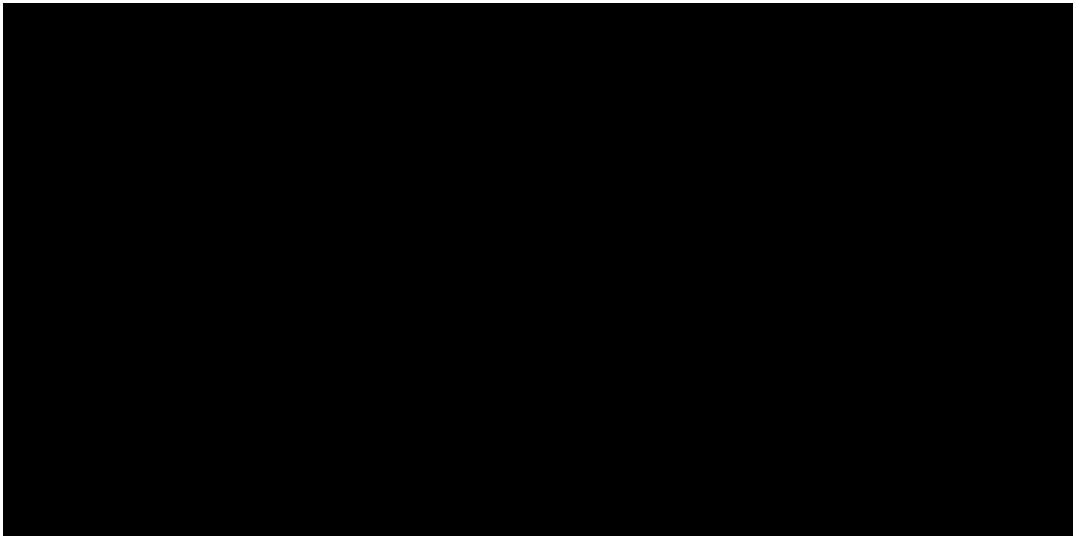
LAST NAME: [REDACTED] STATUS: CLOSED
TITLE: MR FIRST NAME: [REDACTED] MI
ADDRESS: [REDACTED]
CITY: GLENDALE HEIGHTS STATE: IL ZIP: [REDACTED]
HOME PHONE: [REDACTED]
MODEL YEAR: 2010 MODEL: FUSION
MILEAGE: 24000
DEALER NAME: JOE COTTON FORD, INC SALES CODE: F41019 P & A: 01536
REASON CODE: 0772LEGAL - ACCIDENT
SYMPTOMS: 620900 ENG SPEED-UP SUDDEN ACCELERATION

ORIGIN: GACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: MQUALIS QUALIS, MARCELA

DATE: 2011/04/18 TIME: 12.35.35:
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CUST STATES THAT HE WAS ABOUT TO PARALLEL PARKING AND HIS VEH ACC SUDDENLY AND BRAKES DIDNT WORK, VEH STOPPED BY HITING A FENCE-CUST TOOK VEH INTO DLR-CUST WAS SEEKING RENTAL FOR THE FIRST NIGHT-CUST STATES THAT SM DAVE TOLD HIM THAT IF HE HAD BOUGHT THE VEH THERE HE COULD HAVE GOTTEN ONE BUT SINCE HE DIDNT HE CANT GET ONE-CUST STATES THAT THE INS COMPANY WILL CHARGE HIM \$500 DEDUCTIBLE FOR REPAIRING THE DAMAGES (BUMPER GOT HIT AND VEH HAS SOME SCRATCHES AS WELL)1. DATE OF THE ACCIDENT: 04/16/112. 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: DOWNTOWN CHICAGO5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED NO6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE 7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED 8. 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. 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. DON'T KNOW11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). 12. WHAT THE CUSTOMER IS SEEKING.-CUST IS SEEKING RENTAL REIMBURSEMENT FOR THE FIRST NIGHT-CUST SEEKING COSMETIC REPAIRS TO BE COVERED AS WELL SO HE DOESNT HAVE TO PAY THE \$500 DEDUCTIBLE TO INS COMPANYDEALER SAID: JOE COTTON FORD INC 175 W NORTH AVE CAROL STREAM, IL 60188 TEL: (630) 682-9200 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 CSR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-ADV CUST TO KEEP RECEIPTS IN CASE THAT HE GET REIMBURSED FOR THE RENTAL EXPENSE

4/19/2011 12:35:35
FAX 00 000
1525270290
GACI38



**Service of Process
Transmittal**

02/22/2011
CT Log Number 518069604



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

RE: Process Served in Pennsylvania

FOR: Ford Motor Company (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Cover Sheets, Notice to Defend, Complaint, Verification, Exhibits

COURT/AGENCY: Philadelphia County, Court of Common Pleas, PA
Case # 110104558

NATURE OF ACTION: Product Liability Litigation - Lemon Law - Failure to repair and/or correct defects on a 2010 Ford Fusion, VIN 3FAHP0KC9AR [REDACTED]

ON WHOM PROCESS WAS SERVED: CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE: By Certified Mail on 02/22/2011 postmarked on 02/17/2011

JURISDICTION SERVED: Pennsylvania

APPEARANCE OR ANSWER DUE: Within 20 days - Written Appearance // 09/28/2011 at 9:30 a.m. - Arbitration Hearing

ATTORNEY(S) / SENDER(S): Robert A. Rapkin
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002
215-540-8888

REMARKS: Postmark may not be legible on scanned image.

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796790026415
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: CT Corporation System
PER: Sabra Dudding
ADDRESS: 116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101
TELEPHONE: 717-234-6004

OFFICE OF THE
GENERAL COUNSEL
11 FEB 23 P 3:39
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.

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, NH Bar
Member, OH Bar
Member, MD Bar
Member, NJ Bar
Member, CT Bar
Member, NY Bar
Member, WV Bar
Member, IL Bar



KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT
ROBERT A. RAPKIN
ANGELA K. TROCCOLI
FRED DAVIS
AMY L. BENNETT
CHRISTINA GILL-ROEMER
RICHARD A. SCHOLER
TARA L. PATTERSON
W. CHRISTOPHER COMBINOVO
TIMOTHY J. ABEL, JR.
SARAH VEILING



WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

February 17, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Ford Motor Company
c/o CT Corporation System



RE: [Redacted] **v. Ford Motor Company**
February Term 2011, No. 004558

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Ford Motor Company in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note:** A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,



RAR/vh

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
JANUARY 2011
E-filing Number: 1102003764 **004558**



| | |
|--|---------------------|
| DEFENDANT'S NAME FORD MOTOR COMPANY | |
| DEFENDANT'S ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 320 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"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions |
|---------------------------------|---------------------------------|---|

| | | |
|--|---|--|
| 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"/> Mass Tort <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Other: | <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Statutory Appeals <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>FILED PRO PROTHY FEB 02 2011 J. MURPHY</p> | IS CASE SUBJECT TO COORDINATION ORDER? YES NO |
|--|---|---|

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

| | |
|--|--------------------------|
| NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY ROBERT A. RAPKIN | ADDRESS [REDACTED] |
| PHONE NUMBER [REDACTED] | FAX NUMBER [REDACTED] |

| | |
|---|------------------------------|
| SUPREME COURT IDENTIFICATION NO. 61628 | E-MAIL ADDRESS [REDACTED] |
|---|------------------------------|

| | |
|--|--|
| SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT RAPKIN | DATE SUBMITTED Wednesday, February 02, 2011, 03:00 pm |
|--|--|

FINAL COPY (Approved by the Prothonotary Clerk)

You must still comply with the notice below. USTED TODAVIA DEBE CUMPLIR 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 or jury trial on a decision entered by a Judge.

Court of Common Pleas of Philadelphia County
Trial Division

For Prothonotary Use Only (Docket Number)

Civil Cover Sheet

| | | | |
|---|--|---|--|
| PLAINTIFFS NAME | | DEFENDANT'S NAME | |
| [REDACTED] | | Ford Motor Company | |
| PLAINTIFFS ADDRESS | | DEFENDANT'S ADDRESS | |
| [REDACTED] | | Ford Motor Company c/o CT Corporation Systems 116 Pine Street Suite 320 Harrisburg, PA 17101 | |
| PLAINTIFFS NAME | | DEFENDANT'S NAME | |
| PLAINTIFFS ADDRESS | | DEFENDANT'S ADDRESS | |
| PLAINTIFFS NAME | | DEFENDANT'S NAME | |
| PLAINTIFFS ADDRESS | | DEFENDANT'S ADDRESS | |
| TOTAL NUMBER OF PLAINTIFFS | TOTAL NO. OF DEFENDANTS | COMMENCEMENT OF ACTION | |
| 1 | 1 | <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions | |
| AMOUNT IN CONTROVERSY | COURT PROGRAMS | | |
| <input type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00 | <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____ | | |
| CASE TYPE AND CODE (SEE INSTRUCTIONS) | | | |
| 10 - Contract - Other | | | |
| STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS) | | | |
| RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER) | | | IS CASE SUBJECT TO COORDINATION ORDER? |
| | | | Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: Papers may be served at the address set forth below. | | | |
| NAME OF PLAINTIFF/PETITIONER/APPELLANT'S ATTORNEY | | ADDRESS (SEE INSTRUCTIONS) | |
| Robert A. Rapkin | | [REDACTED] | |
| SUPREME COURT IDENTIFICATION NO. | | E-MAIL ADDRESS | |
| 61628 | | [REDACTED] | |



Robert A. Rapkin, Esquire
Identification No. 61628

ATTORNEYS FOR PLAINTIFF

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

NOTICE TO DEFEND
CODE: 1900

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.

**PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701**

Case ID: 110104558

Robert A. Rapkin, Esquire
Identification No. 61628

ATTORNEYS FOR PLAINTIFF

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania [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 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about April 23, 2010, Plaintiff purchased a new 2010 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHP0KC9AR [REDACTED]

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

Case ID: 110104558

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$27,940.69. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Vehicle Stalls While Driving, Check Engine Light On, Tire Pressure Light On and Sync Operation Inoperable. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

15. On or about April 23, 2010, 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.

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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

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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.

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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 Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.




ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Case ID: 110104558

VERIFICATION

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



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

Case ID: 110104558



ROBIN FORD

100 NORTH MacDADE BLVD.
GLENOLDEN, PENNSYLVANIA 19038-0168
(610) 588-3800

317
10.1

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW or USED DEMO CAR TRUCK

PRIOR USE:

| | | | |
|-----------|-----------|-----------------------------|-------|
| YR. | MAKE | MODEL | TYPE |
| 2010 | Ford | FUSION | Sedan |
| COLOR | TRIM | MILEAGE | |
| RED CANNY | RED CANNY | | |
| VIN | | | |
| STOCK NO. | SACSMAN | TO BE DELIVERED ON OR ABOUT | |
| 10855 | 10855 | 11/29/2010 | |

| | | |
|---------------|-----------|---------------|
| NAME | DATE | |
| STREET | | |
| CITY | STATE ZIP | |
| PHONE RES | PHONE BUS | |
| SOC. SEC. NO. | AGE | DATE OF BIRTH |
| CUSTOMER | | |

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 | |
| | | | |

PRICE OF VEHICLE **27484.14**
2000.00

DEALER OPTIONS AND ACCESSORIES

COLLISION COVERAGE

| | | |
|---------------------------|----------------------|-------------|
| NAME OF AGENT | PHONE | |
| ADDRESS | | |
| POLICY NUMBER | COLLISION DEDUCTIBLE | |
| INSURANCE CO. | SPOKE WITH | |
| CAPITOL INSURANCE COMPANY | | |
| EFFECTIVE DATE | EXP. DATE | VERIFIED BY |
| 04/28/2010 | 10/28/2010 | |

EXTENDED WARRANTY TYPE None

MONTHS 72 MILES 48000

Cash Price of Vehicle & Accessories **26182.25**

Sales Tax **1570.94**

REGISTRATION **36.00** TITLE **21.50** TRANSFER **14.00** ENCUMBRANCE **58.50**

Documentary Fee **100.00**

Messenger Fee

Notary Fee **14.00**

5.00

10.00

Total Price **27,940.69**

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 expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item.

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 PRESENTS ITSELF.

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

¡A PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA DE ESTE VEHÍCULO 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.

You cancel this purchase agreement or refuse to take delivery of the vehicle, except as permitted by law, you shall, at our option, forfeit as damages an amount of \$ _____ of the PURCHASER'S SIGNATURE X _____

Buyer agrees that this Agreement includes all of the terms and conditions hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of _____

Trade-In

Less Payoff *

Net Trade In

Deposit

Custom Delivery

Total Down Payment

Balance of Total Price **27940.69**

I hereby agree to the terms and conditions hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of _____



GLENOLDEN

PA



100 N. MacDada Blvd
Glenolden, PA 19036
(610) 586-3600

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REPRINT ***

CUSTOMER COPY PAGE 1

| DATE | YEAR | MAKE | MODEL | VIN | STK/CUS | MILES IN | MILES OUT | TAG |
|--------------|----------|------------|--------------------|-------------|---------|----------|-----------|----------|
| 07/20/10 | 10 | FORD | FUSION | 3PAEP0KCSAR | | 41116 | 7715 | 7715 608 |
| SERVICE DATE | NOTIFIED | SVC ADV | PROMISED DATE/TIME | LICENSE | RATE | PAYMENT | INV DATE | |
| 04/23/10 | 07/20/10 | 30 | 00:00 | | 95.00 | 00 | 07/20/10 | |
| R.O. NUMBER | TAX ID | HOME PHONE | BUSINESS PHONE | | | | | |
| 348221 | | | 000-000-0000 | RED CANDY | | | | 1 |

UDB Customer Type: R

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

CK VEH STALLS WHILE DRIVING CHECK ENGINE COMEB ON AND OFF

IDB SYSTEM DIAG. PINPOINT TEST

SECURE LOOSE BATTERY CABLE TERMINAL

Bill Code - NP

UDB Repair Type: C

UDB Serv Dept: S

| | | | |
|----|-------|-------------|------|
| 93 | LABOR | 26 M A | 1.00 |
| | | Total Labor | |
| | | Total Line | |

===== REPAIR LINE 002 =====

FIRST FREE OIL AND FILTER CHANGE

Bill Code - YO

UDB Repair Type: C

UDB Serv Dept: S

| | | | |
|-------|--------------------|-------------|-----|
| OF | OIL AND FILTER CHA | 26 M A | .20 |
| | | Total Labor | |
| FD | / 5W20/ | BULK MOTO | 5 |
| FD FL | / 500/B | FILTER AS | 1 |
| | | Total Parts | |
| | | Total Line | |

===== REPAIR LINE 003 =====

MULTIPOINT SERVICE INSPECTION

Bill Code - C

UDB Repair Type: C

UDB Serv Dept: S

| | | | |
|-----|-------------------|--------|--|
| 95P | 95P GENUINE PARTS | 26 M A | |
|-----|-------------------|--------|--|

N/C

| | | | |
|---|--|---------------------|--|
| EXCLUSION OF WARRANTIES Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. | AUTHORIZATION FOR REPAIRS I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of anti-freeze. | LABOR AMOUNT | |
| | | PARTS AMOUNT | |
| | | MISC. SALES | |
| | | MATERIALS | |
| | | TOTAL CHARGE | |
| | | DEDUCTIBLE | |
| | | SALES TAX | |
| | | OTHER PAY | |
| | | CUSTOMER PAY | |

REPAIRS SUBJECT TO A MINIMUM OF .5 HOUR DIAGNOSTIC TIME
*All parts installed are new/salvaged or reconditioned
TERMS: STRICTLY CASH unless arrangements are made

Signature:



Case ID: TT0104558

GLENOLDEN

PA



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Glenolden, PA 19036
(610) 586-3600
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CUSTOMER COPY PAGE 1

| DATE | YEAR | MAKE | MODEL | VIN | STK/CUS | MILES IN | MILES OUT | TAG |
|--------------|----------|------------|----------------|-------------|---------|----------|-----------|-----------|
| 07/30/10 | 10 | FORD | FUSION | 3FAHP0K9AR | | 41116 | 8226 | 8227 |
| SERVICE DATE | NOTIFIED | SVC ADV | PROMISED DATE | TIME | LICENSE | RATE | PAYMENT | INV. DATE |
| 04/23/10 | 07/30/10 | 08 | | 00:00 | | 95.00 | 00 | 07/30/10 |
| R.O NUMBER | TAX ID | HOME PHONE | BUSINESS PHONE | | | | | |
| 348506 | | | 000-000-0000 | RED CANDY 1 | | | | |

UDE Customer Type: R
Repair Type: R1
License State: PA

----- REPAIR LINE 001 -----
TOW TO SHOP WILL NOT ACCERLATE
PERFORMED IDS DIAGNOSIS TEST. FOUND OPEN CIRCUIT IN THROTTLEBODY. REPLACED THROTTLEB
DY. RETEST OK.

Bill Code - W
UDE Repair Type: C
UDE Serv Dept: 8
Claim Type: 02
Concern Code: E29
Mil On Code: Y

KOE0: P1111
KOE1: P2100 P2104 P2107 P2112 P2111 P2110
KOE2: P1111

| | | | |
|----------|-------------------------------------|--------|-----|
| 12650D | Both, One, All, Upper, Lower, High, | 26 M A | .20 |
| 12650DX1 | Both, One, All, Upper, Lower, High, | 26 M A | .10 |
| 12650D45 | Both, One, All, Upper, Lower, High, | 26 M A | .30 |
| 12650D55 | Ignition System - Diagnosis | 26 M A | .30 |
| 12650D80 | DCL Display/Pid Monitor - Test | 26 M A | .10 |
| 9926A | Both, One, All, Upper, Lower, High, | 26 M A | .50 |

Total Labor

PD 7T4Z / 9B926/FA

THROTTLE

1

Failed Code: 42

Total Parts

Total Line

*Shaw-Christy
Covatta*

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

| | |
|--------------|--|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| MISC SALES | |
| MATERIALS | |
| TOTAL CHARGE | |
| DEDUCTIBLE | |
| SALES TAX | |
| OTHER PAY | |
| CUSTOMER PAY | |

REPAIRS SUBJECT TO A MINIMUM OF .5 HOUR DIAGNOSTIC TIME.
"All parts installed are new/salvaged or reconditioned parts."
TERMS: STRICTLY CASH unless arrangements made.

Signature: _____

Case ID: 110104558



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Glenolden, PA 19036
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GLENOLDEN

PA

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CUSTOMER COPY PAGE 1

| DATE | YEAR | MAKE | MODEL | VIN | STK/CUS | MILESTN | MILE/OUT | TAG |
|--------------|----------|------------|--------------------|-------------|---------|---------|----------|-----|
| 08/11/10 | 10 | FORD | FUSION | 3FA8P0KC9AR | 41116 | 8830 | 8834 | 205 |
| SERVICE DATE | NOTIFIED | SVC ADV | PROMISED DATE/TIME | LICENSE | RATE | PAYMENT | INV DATE | |
| 04/23/10 | 08/11/10 | 30 | 00:00 | | 95.00 | 01 | 08/11/10 | |
| R.O. NUMBER | TAX ID | HOME PHONE | BUSINESS PHONE | | | | | |
| 348833 | | | 000-000-0000 | RED CANDY | | | | 1 |

UDB Customer Type: R

REPAIR LINE 001

TOUCH UP SCRATCHES ON BUMPER

Bill Code - C

UDB Repair Type: C

UDB Serv Dept: S

FD PMP / 19500/7219A

TOUCH-UP

1

10.00

Total Parts

10.00

Total Line

10.00

REPAIR LINE 002

CK AVERAGE FUEL MILEAGE PER GALLON

PERFORMED ROAD TEST. NO PROBLEMS FOUND

Bill Code - C

UDB Repair Type: C

UDB Serv Dept: S

Payment Type - 01 CASH

10.60

PAID
JAN 20 2011
BY: *[Signature]*

| EXCLUSION OF WARRANTIES | AUTHORIZATION FOR REPAIRS | LABOR AMOUNT | |
|--|---|--------------|-------|
| Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. | I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze. | PARTS AMOUNT | 10.00 |
| | | MISC SALES | |
| | | MATERIALS | |
| | | TOTAL CHARGE | 10.00 |
| | | DEDUCTIBLE | |
| | | SALES TAX | .60 |
| | | OTHER PAY | |
| | | CUSTOMER PAY | 10.60 |

REPAIRS SUBJECT TO A MINIMUM OF .5 HOUR DIAGNOSTIC TIME.
All parts installed are new/salvaged or reconditioned parts.
TERMS: STRICTLY CASH unless arrangements made.

Signature: _____

Case ID: 11010455



ROBIN



100 N. MacDada Blvd
Glenolden, PA 19038
(610) 586-3600

"There's no stoppin' the Robin"
www.robinford.com

GLENOLDEN

PA



*** REPRINT ***

CUSTOMER COPY PAGE 1

| DATE | YEAR | MAKE | MODEL | VIN | STATUS | MILES IN | MILES OUT | TAG |
|--------------|----------|------------|--------------------|-------------|--------|-----------|-----------|-----------|
| 12/13/10 | 10 | FORD | FUSION | 3FAHPOKCSAF | | 41116 | 16076 | 16076 228 |
| SERVICE DATE | NOTIFIED | SVC ADV | PROMISED DATE/TIME | LICENSE | RATE | PAYMENT | INV. DATE | |
| 04/23/10 | 12/13/10 | 30 | 00:00 | | 95.00 | 00 | 12/13/10 | |
| REG. NUMBER | TAX ID | HOME PHONE | BUSINESS PHONE | | | RED CANDY | | |
| 352173 | | | | | | | | 1 |

UDB Customer Type: R

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

CK TIRE PRESSURE LIGHT IS ON VALVE STEM CAP IS MISSING

SFT TIRE PRESSURE AND REPLACED VALVE STEM CAPS

Bill Code - C

UDB Repair Type: C

UDB Serv Dept: S

n/c

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

REPAIRS SUBJECT TO A MINIMUM OF .5 HOUR DIAGNOSTIC TIME.

"All parts installed are new/salvaged or reconditioned parts."
TERMS: STRICTLY CASH unless arrangements made.

Signature: _____

| | |
|--------------|--|
| LABOR AMOUNT | |
| PARTS AMOUNT | |
| MISC SALES | |
| MATERIALS | |
| TOTAL CHARGE | |
| DEDUCTIBLE | |
| SALES TAX | |
| OTHER PAY | |
| CUSTOMER PAY | |

Case ID: 110104558

GLENOLDEN

PA



100 N. MacDade Blvd
Glenolden, PA 19036
(610) 585-3600
www.rolfahed.com

*** REPRINT ***

CUSTOMER COPY PAGE 1

Table with columns: DATE, YEAR, MAKE, MODEL, VIN, SER/CUS, MILES IN, MILES, QUI, TAG. Includes service date 01/05/11, model FUSION, and R.O. NUMBER 352758.

UDB Customer Type: R

REPAIR LINE 001

CK SYNC OPERATION CUST CAN NOT HEAR CONVERSATION
PERFORMED SYNC SYSTEM DIAGNOSIS UNABLE TO VERIFY CUSTOMERS CONCERN

Bill Code - C
UDB Repair Type: C
UDB Serv Dept: S

99 LABOR DB M A

REPAIR LINE 002

CK AVERAGE MILES PER GALLON IS LOW
RESET AVERAGE MILES PER GALLON RETEST OK.

Bill Code - C
UDB Repair Type: C
UDB Serv Dept: S

REPAIR LINE 003

OIL AND FILTER CHANGE TOP OFF ALL FLUID LEVELS

Bill Code - C
UDB Repair Type: C
UDB Serv Dept: S

Table with columns: Description, Quantity, Unit, Price. Includes items like OIL AND FILTER CHA (60 M A, .20, 12.75) and FILTER AS (1, 4.45).

Parts Discount 2.00 Labor Discount 2.95

Payment Type - 01 CASH 27.44

PAID
JAN 16 2011
BY: [Signature]

Table with columns: EXCLUSION OF WARRANTIES, AUTHORIZATION FOR REPAIRS, LABOR AMOUNT, PARTS AMOUNT, MISC SALES, MATERIALS, TOTAL CHARGE, DEDUCTIBLE, SALES TAX, OTHER PAY, CUSTOMER PAY.

Signature:

Case ID: 110104558

All Action Details for Issue

[Print](#)

VIN: 3FAHP0KC9AR [REDACTED] Year: 2010 Model: FUSION Case: 800212110
Name: [REDACTED] Owner Status: Original WSD: 2010-04-23
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone:
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 008000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 07/30/2010 Action Time: 22.13.38.234 Action Data: No

Comments ON HOLD BY CUSTOMER

Action: ROADSIDE ASSISTANCE-TIRE CHANGE
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 002000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 09/03/2010 Action Time: 22.17.11.600 Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential



**Service of Process
Transmittal**

03/20/2012
CT Log Number 520174995



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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED], etc., Pltf. vs. Ford Motor Company, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Notice of Case Management Conference, Complaint, Notice, Stipulation, Ex Parte Application, Case Management Statement, Notice of Stay of Proceedings, Notice of Termination or Modification of Stay, Notice of Settlement of Entire Case, Statement of Agreement or Nonagreement, ADR Information Form

COURT/AGENCY: Marin County - Superior Court - San Rafael, CA
Case # CIV1201257

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct various defects on a new 2010 Ford Escape VIN: 1FMCUODG6AK [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 03/20/2012 at 13:15

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service - File written response // By 7/20/12 - File Case Management Statement // 8/3/12 at 8:30 a.m. - Case Management Conference

ATTORNEY(S) / SENDER(S): M. Nicholas Nita
Consumer Legal Services, P.C.
[REDACTED]

REMARKS: Please note the process server underlined, circled, initialed and/or highlighted the entity name served at time of service at CT.

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798188529697.
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

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

1315 3/20

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT; FORD MOTOR COMPANY, a Delaware
(AVISO AL DEMANDADO): corporation; and DOES 1 through
20, inclusive,

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

FILED

MAR 15 2012

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT

By: T. Fraguero, Deputy

YOU ARE BEING SUED BY PLAINTIFF [REDACTED]
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individual,

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

Marin County Superior Court

CASE NUMBER:
(Número del Caso):

CW 1201257

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

M. Nicholas Nita, Esq. (SBN 225194)

562-424-3293

562-595-1845

CONSUMER LEGAL SERVICES, P.C.

KIM TURNER

T. FRAGUERO, Deputy

(Adjunto)

DATE: **MAR 15 2012**

(Fecha)

Clerk, by _____

(Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

SEAL

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under: CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 416.40 (association or partnership)

other (specify):

CCP 416.60 (minor)

CCP 416.70 (conservatee)

CCP 416.90 (authorized person)

4. by personal delivery on (date):

SUMMONS

Legal
Solutions
P.L.L.C.

Page 1 of 1
Code of Civil Procedure § 101.20 (b)(5)

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)

M. Nicholas Nita, Esq. (SBN 225194)
CONSUMER LEGAL SERVICES, P.C.

RECEIVED

MAR 15 2012

MARIN COUNTY
SUPERIOR COURT

TELEPHONE NO: [REDACTED]

FAX NO: [REDACTED]

ATTORNEY FOR (Name) KATIE JEAN IRWIN

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN
STREET ADDRESS: 3501 Civic Center Drive
MAILING ADDRESS: 3501 Civic Center Drive
CITY AND ZIP CODE: San Rafael, California 94903
BRANCH NAME: Marin County Superior Court

CASE NAME: KATIE JEAN IRWIN v. FORD MOTOR COMPANY, et al.

CASE NUMBER:

CIV 1201257

JUDGE: b. opue

DEPT: E

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): FOUR

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related cases. (You may use form CIV-015.)

Date: 3-7-12

M. Nicholas Nita, Esq. (SBN 225194)

(TYPE OR PRINT NAME)

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

FILED

MAR 15 2012

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: T. Fraguero, Deputy

SUPERIOR COURT OF CALIFORNIA
County of Marin
P.O. Box 4988
San Rafael, CA 94913-4988

PLAINTIFF:

[Redacted]

vs.

DEFENDANT:

Ford Motor Company

CASE NO.

[Redacted]

NOTICE OF CASE
MANAGEMENT CONFERENCE
(CIVIL)

This case is subject to the Trial Court Delay Reduction Act, Government Code § 68600 et seq., and Civil Rules of the Uniform Local Rules of the Marin County Superior Court (hereafter MCSC Civil Rules).

Pursuant to California Rules of Court 3.734, this case is assigned to Judge D'Opal, Department E. This assignment is for all purposes.

MCSC Civil Rule 1.18 and CRC 3.110(b) and 3.221(c) requires that the Summons and Complaint, a copy of this notice, a blank Case Management Conference Statement form, and an ADR information package be served and that Proof of Service be filed within 60 days of the filing date of this Complaint. CRC 3.110(d) requires that defendants file responsive pleadings within 30 days of service, unless the parties stipulate to an extension of not more than 15 days.

1. IT IS ORDERED that the parties/counsel to this action shall:

a. Comply with the filing and service deadlines in MCSC Civil Rules 1.18 and CRC 3.110, or APPEAR IN PERSON at the Order to Show Cause hearing on the dates set forth below:

Hearing on Failure to File Proof of Service 5/25/12 ~~8:30~~ 9:00 A.M.

Hearing on Failure to Answer 6/12/12 ~~8:30~~ 9:00 A.M.

b. Appear for a Case Management Conference on 8/13/12 ~~8:30~~ 9:00 A.M.

2. Telephonic appearance at Case Management Conference may be available by contacting COURT CALL, an independent vendor, not less than 5 court days before the hearing date. Parties may make arrangements by calling (888) 882-6878. This service is subject to charges by the vendor.

3. You must be familiar with the case and be fully prepared to discuss the suitability of the case for binding or non-binding arbitration, mediation, or neutral case evaluation. **Counsel must discuss ADR options with their clients prior to attending the CMC** and should be prepared to discuss with the court their authority to participate in ADR.

4. Case Management Conference Statements must be filed and served on all parties, including the Court, at least 15 calendar days before the CMC (CRC 3.725). **(A \$49.00 sanction will be charged for late filing of a statement.)**

Case Management Statement must be filed by 7/20/12

5. All Law and Motion matters will be heard on the calendar of the assigned Judge. Tentative Rulings are available online by 2:00 p.m. on the weekday preceding the hearing date at http://www.marincourt.org/civil_tentative.htm. If you need to make other arrangements, please call (415) 444-7170.

FILED

MAR 15 2012

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: T. Fraguero, Deputy

1 CONSUMER LEGAL SERVICES, P.C.
M. Nicholas Nita, Esq. (SBN 225194)
2 Kristina P. Stephenson, Esq. (259057)

3 [REDACTED]
4 [REDACTED]

5 Attorneys for Plaintiff,
6 [REDACTED]

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MARIN

10 [REDACTED]
11 [REDACTED]

individual,

12
13 Plaintiff,

14
15
16 v.

17
18
19 FORD MOTOR COMPANY, a Delaware
corporation; and DOES 1
20 through 20, inclusive,

21 Defendants.
22
23

an)

CASE NO.: CIV 1201257 -

) Assigned for all purposes to:
) Dept.:

) COMPLAINT FOR DAMAGES:

) 1. Breach of Implied Warranty
) of Merchantability under the
) Song-Beverly Warranty Act.

) 2. Breach of Express Warranty
) under the Song-Beverly Warranty
) Act.

) 3. Breach of Express Warranty
) under the Magnuson-Moss
) Warranty Act.

) 4. Breach of Implied Warranty
) of Merchantability under the
) Magnuson-Moss Warranty Act.

) JURY TRIAL DEMANDED
24

1 PLAINTIFF [REDACTED] hereby alleges and complains as
2 follows:

3 GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

4 1. Plaintiff is an individual, residing in the City of
5 Walnut Creek, County of Contra Costa, in the State of California.

6 2. Defendant FORD MOTOR COMPANY (hereinafter referred to as
7 "Manufacturer") is a corporation doing business in the County of
8 Marin, State of California, and, at all times relevant herein,
9 was/is engaged in the manufacture, sale, distribution, and/or
10 importing of Ford motor vehicles and related equipment.

11 3. The true names and capacities, whether individual,
12 corporate, associate, or otherwise, of the Defendants, Does 1
13 through 20, inclusive, are unknown to Plaintiff who therefore sues
14 these Defendants by such fictitious names. Plaintiff will seek
15 leave to amend this Complaint to set forth their true names and
16 capacities when they have ascertained them. Further, Plaintiff is
17 informed and believes, and thereon alleges, that each of the
18 Defendants designated herein as a "Doe" is responsible in some
19 manner for the events and happenings herein referred to and caused
20 injury and damage to Plaintiff as herein alleged.

21 4. Plaintiff is informed and believes, and thereon alleges,
22 that at all times herein mentioned, Defendants, and each of them,
23 were the agents, servants, and/or employees of each of their Co-
24 Defendants. Plaintiff is informed and believes, and thereon
25 alleges, that in doing the things hereinafter alleged Defendants,
26 and each of them, were acting in the course and scope of their
27 employment as such agents, servants, and/or employees, and with
28 the permission, consent, knowledge, and/or ratification of their

1 Co-Defendants, principals, and/or employers.

2 5. Before June 12, 2010, Defendants, Manufacturer and Does
3 1 through 20 inclusive, manufactured and/or distributed into the
4 stream of commerce a **new 2010 Ford Escape VIN: 1FMCUODG6A**
5 (hereinafter referred to as the "Vehicle") for its eventual
6 sale/lease in the State of California.

7 6. On or about June 12, 2010, Plaintiff purchased, for
8 personal, family, and/or household purposes, the subject Vehicle
9 from the Seller for a total consideration over the term of the
10 installment contract of \$30,788.20. Retail Installment Sale
11 Contract is in the possession of Defendants.

12 7. The subject Vehicle was/is a "new motor vehicle" under
13 the Song-Beverly Warranty Act.

14 8. Along with the purchase of the Vehicle, Plaintiff
15 received written warranties and other express and implied
16 warranties including, but not limited to, warranties from
17 Manufacturer and Seller that the Vehicle and its components would
18 be free from all defects in material and workmanship; that the
19 Vehicle would pass without objection in the trade under the
20 contract description; that the Vehicle would be fit for the
21 ordinary purposes for which it was intended; that the Vehicle
22 would conform to the promises and affirmations of fact made; that
23 Defendants, and each of them, would perform any repairs,
24 alignments, adjustments, and/or replacements of any parts
25 necessary to ensure that the Vehicle was free from any defects in
26 material and workmanship; that Defendants, and each of them, would
27 maintain the utility of the Vehicle for three years or 36,000
28 miles pursuant to the basic warranty, five years or 60,000 miles

1 pursuant to the drivetrain warranty, and would conform the Vehicle
2 to the applicable express warranties. (A copy of the written
3 warranty is in the possession of the Defendants).

4 9. Plaintiff has duly performed all the conditions on
5 Plaintiff's part under the purchase agreement and under the
6 express and implied warranties given to plaintiff, except insofar
7 as the acts and/or omissions of the Defendants, and each of them,
8 as alleged herein, prevented and/or excused such performance.

9 10. Plaintiff has delivered the Vehicle to the
10 Manufacturer's authorized service and repair facilities, agents
11 and/or dealers, including Seller, on several separate occasions
12 resulting in the Vehicle being out of service by reason of repair
13 of nonconformities. Repair Orders/Invoices are in the possession
14 of Defendants.

15 11. By way of example, and not by way of limitation, the
16 defects, malfunctions, misadjustments, and/or nonconformities with
17 Plaintiff's Vehicle include the following: engine dies/stalls
18 during operation; engine "clunks" going from reverse to forward;
19 and vehicle "jerking", among other concerns.

20 12. Each time Plaintiff delivered the nonconforming Vehicle
21 to a Manufacturer-authorized service and repair facility,
22 Plaintiff notified Defendants, and each of them, of the defects,
23 malfunctions, misadjustments, and/or nonconformities existent with
24 the Vehicle and demanded that Manufacturer or its representatives
25 repair, adjust, and/or replace any necessary parts to conform
26 Vehicle to the applicable warranties.

27 13. Each time Plaintiff delivered the nonconforming Vehicle
28 to a Manufacturer-authorized service and repair facility,

1 Defendants, and each of them, represented to Plaintiff that they
2 could and would conform the Vehicle to the applicable warranties,
3 that in fact they did conform the Vehicle to said warranties, and
4 that all the defects, malfunctions, misadjustments, and/or
5 nonconformities have been repaired; however, Manufacturer or its
6 representatives failed to conform the Vehicle to the applicable
7 warranties because said defects, malfunctions, misadjustments,
8 and/or nonconformities continue to exist even after a reasonable
9 number of attempts to repair was given.

10 **FIRST CAUSE OF ACTION**

11 (Breach of Implied Warranty of Merchantability under Song-
12 Beverly Warranty Act against all Defendants)

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

16 15. The distribution and sale of the Vehicle was accompanied
17 by the Manufacturer and Seller's implied warranty that the Vehicle
18 was merchantable.

19 16. Furthermore, Defendants, and each of them, impliedly
20 warranted, *inter alia*, that the Vehicle would pass without
21 objection in the trade under the contract description; that the
22 Vehicle was fit for the ordinary purposes for which it was
23 intended; that the Vehicle was adequately assembled; and/or that
24 the Vehicle conformed to the promises or affirmations of fact made
25 to Plaintiff.

26 17. As evidenced by the defects, malfunctions,
27 misadjustments, and/or nonconformities alleged herein, the Vehicle
28 was not merchantable because it did not have the quality that a

1 buyer would reasonably expect, because it could not pass without
2 objection in the trade under the contract description; because it
3 was not fit for the ordinary purposes for which it was intended;
4 because it was not adequately assembled; and/or because it did not
5 or could not be conformed to the promises or affirmations of fact
6 made to Plaintiff.

7 18. Upon discovery of the Vehicles's nonconformities,
8 Plaintiff took reasonable steps to notify Defendants, and each of
9 them, within a reasonable time that the Vehicle did not have the
10 quality that a buyer would reasonably expect and, further,
11 justifiably revoked acceptance of the nonconforming Vehicle.

12 19. On or about January 9, 2012, Plaintiff notified the
13 Manufacturer and Seller of their breach and justifiably revoked
14 acceptance of the nonconforming Vehicle under the Commercial Code
15 sections 2607 and 2608. Plaintiff further demanded that the
16 Manufacturer cancel the sale, take back the nonconforming Vehicle,
17 refund all the money expended, pay the difference between the
18 value of the Vehicle as accepted and the value the Vehicle would
19 have had if it had been as warranted, and/or pay damages under the
20 Commercial Code sections 2711, 2714, and 2715. Defendants, and
21 each of them, have, however, refused to comply. Notification
22 Letter is in the possession of Defendants.

23 20. On or about January 9, 2012, Plaintiff also made a
24 demand upon Manufacturer and Seller for replacement or
25 restitution, pursuant to Song-Beverly. Defendants, and each of
26 them, knew of their obligations under Song-Beverly; however,
27 despite Plaintiff's demand, Defendants and each of them, have
28 intentionally failed and refused to make restitution or

1 replacement pursuant to Song-Beverly.

2 21. As a result of the acts and/or omissions of the
3 Defendants, and each of them, Plaintiff has sustained damage in
4 the amount actually paid or payable under the contract, plus
5 prejudgement interest thereon at the legal rate. Plaintiff will
6 seek leave to amend this Complaint to set forth the exact amount
7 thereof when that amount is ascertained.

8 22. As a further result of the actions of Defendants, and
9 each of them, Plaintiff has sustained incidental and consequential
10 damages in an amount yet to be determined, plus interest thereon
11 at the legal rate. Plaintiff will seek leave to amend this
12 Complaint to set forth the exact amount of incidental damages when
13 that amount is ascertained.

14 23. As a further result of the actions of Defendants, and
15 each of them, Plaintiff has sustained damages equal to the
16 difference between the value of the Vehicle as accepted and the
17 value the Vehicle would have had if it had been as warranted.

18 24. As a direct result of the acts and/or omissions of
19 Defendants, and each of them, and in pursuing Plaintiff's claim,
20 it was necessary for Plaintiff to retain legal counsel. Pursuant
21 to Song-Beverly, Plaintiff, in addition to her other remedies, is
22 entitled to the recovery of her attorneys' fees based upon actual
23 time expended and reasonably incurred, in connection with the
24 commencement and prosecution of this action.

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1 upon Manufacturer and Seller for replacement or restitution,
2 pursuant to Song-Beverly. Defendants, and each of them, knowing
3 their obligations under Song-Beverly, and despite Plaintiff's
4 demand, failed and refused to make restitution or replacement
5 according to the mandates of Song-Beverly. The failure of
6 Defendants, and each of them, to refund the price paid and payable
7 or to replace the Vehicle was intentional and justifies an award
8 of a Civil Penalty in an amount not to exceed two times
9 Plaintiff's actual damages.

10 32. As a result of the acts and/or omissions of Defendants,
11 and each of them, and pursuant to the provisions of the Song-
12 Beverly, Plaintiff is entitled to replacement of the Vehicle or
13 restitution of the amount actually paid or payable under the
14 contract, at Plaintiff's election, plus prejudgment interest
15 thereon at the legal rate. Plaintiff will seek leave of Court to
16 amend this Complaint to set forth the exact amount of restitution
17 and interest, upon election, when that amount has been
18 ascertained.

19 33. Additionally, as a result of the acts and/or omissions
20 of Defendants, and each of them, and pursuant to Song-Beverly,
21 Plaintiff has sustained and is entitled to consequential and
22 incidental damages in amounts yet to be determined, plus interest
23 thereon at the legal rate. Plaintiff will seek leave of the court
24 to amend this complaint to set forth the exact amount of
25 consequential and/or incidental damages, when those amounts have
26 been ascertained.

27 34. As a direct result of the acts and/or omissions of
28 Defendants, and each of them, and in pursuing Plaintiff's claim,

1 it was necessary for Plaintiff to retain legal counsel. Pursuant
2 to Song-Beverly, Plaintiff, in addition to other remedies, is
3 entitled to the recovery of her attorneys' fees based upon actual
4 time expended and reasonably incurred, in connection with the
5 commencement and prosecution of this action.

6 **THIRD CAUSE OF ACTION**

7 (Breach of Written Warranty under Magnuson-Moss Warranty Act
8 against all Defendants)

9 35. Plaintiff realleges each and every paragraph (1-35) and
10 incorporates them by this reference as though fully set forth
11 herein.

12 36. Plaintiff is a "Consumer" as defined in the Magnuson-
13 Moss Warranty Act (hereinafter referred to as the "Warranty Act")
14 15 USC 2301(3).

15 37. The Seller is a "Supplier" and "Warrantor" as defined by
16 the Warranty Act, 15 USC 2301(4), (5).

17 38. The Manufacturer is a "Supplier" and "Warrantor" as
18 defined by the Warranty Act, 15 USC 2301(4), (5).

19 39. The Vehicle is a "Consumer Product" as defined in the
20 Warranty Act, 15 USC 2301(1).

21 40. The Vehicle was manufactured, sold, and leased
22 /purchased after July 4, 1975.

23 41. The express warranty given by the Manufacturer
24 pertaining to the Vehicle is a "Written Warranty" as defined in
25 the Warranty Act, 15 USC 2301(6).

26 42. The Seller is an authorized dealership/agent of the
27 manufacturer designated to perform repairs on Vehicles under
28 Manufacturer's warranties.

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

6 44. As a direct result of the Manufacturer and/or Seller's
7 acts and/or omissions, Plaintiff has suffered damages as set forth
8 herein. Therefore, Plaintiff is entitled to a judgment and the
9 following relief against all Defendants: (1) A declaration that
10 acceptance has been properly revoked by Plaintiff and for damages
11 incurred in revoking acceptance; (2) A refund of the purchase
12 price paid by Plaintiff for the Vehicle; (3) Cancellation of
13 Plaintiff's retail installment contract and payment in full of the
14 balance of same; (4) Consequential, incidental, and actual damages
15 to be proved at trial; (5) Costs and expenses including actual
16 attorneys' fees reasonably incurred; (6) Prejudgment interest at
17 the legal rate; and (7) Such other relief the Court deems
18 appropriate.

19 **FOURTH CAUSE OF ACTION**

20 (Breach of Implied Warranty under Magnuson-Moss Warranty Act
21 against all Defendants)

22 45. Plaintiff realleges each and every paragraph (1-45) and
23 incorporates them by this reference as though fully set forth
24 herein.

25 46. The above-described actions on the part of the Seller
26 constitute a breach of the implied warranties of merchantability
27 actionable under the Warranty Act, 15 USC 2301(7), 2308,
28 2310(d) (1), (2).

1 47. As a direct result of the Seller's acts and/or
2 omissions, Plaintiff has suffered damages as set forth herein.
3 Therefore, Plaintiff is entitled to judgment against all
4 Defendants declaring acceptance has been properly revoked by
5 Plaintiff and for damages incurred in revoking acceptance, for a
6 refund of the purchase price paid by Plaintiff for the Vehicle,
7 for cancellation of Plaintiff's retail installment contract and
8 for payment in full by Defendants and all of them on the balance
9 of the installment contract, for consequential, incidental, and
10 actual damages, for costs, prejudgment interest at the legal rate,
11 for actual attorneys' fees reasonably incurred, and such other
12 relief the Court deems appropriate.

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1 **WHEREFORE**, Plaintiff prays for judgment against all
2 Defendants, and each of them, as follows:

- 3 A. For replacement or restitution, at Plaintiff's election,
4 according to proof;
- 5 B. For incidental damages, according to proof;
- 6 C. For consequential damages, according to proof;
- 7 D. For a civil penalty as provided in Song-Beverly, in an
8 amount not to exceed two times the amount of Plaintiff's
9 actual damages;
- 10 E. For actual attorney's fees, reasonably incurred;
- 11 F. For costs of suit and expenses, according to proof;
- 12 G. For the difference between the value of the Vehicle as
13 accepted and the value the Vehicle would have had if it
14 had been as warranted;
- 15 H. For remedies provided in Chapters 6 and 7 of Division 2
16 of the Commercial Code;
- 17 I. For pre-judgment interest at the legal rate;
- 18 J. Such other relief the Court deems appropriate.

19
20 Date: 2/9/12

Respectfully submitted,
CONSUMER LEGAL SERVICES, P.C.

21
22
23 By: 

24 M. Nicholas Nita, Esq.
25 Kristina P. Stephenson, Esq.
26 Attorneys for Plaintiff,
27 
28

SUPERIOR COURT OF CALIFORNIA

County of Marin

3501 Civic Center Drive
P.O. Box 4988
San Rafael, CA 94913-4988

NOTICE TO PLAINTIFFS

**CIVIL TRIAL DELAY REDUCTION PROGRAM
REQUIRES PROCEDURES AND TIME LINES TO BE MET**

PRE-PRINTED PACKET FEE

\$1.00

You must serve the following documents, which you will receive from the Court Clerk's office, with the complaint, on all other parties:

- A copy of this letter
- A copy of the Notice of Case Management Conference
- Stipulation to Use of Alternative Dispute Resolution Process
- Ex-Parte Application for Extension of Time to Serve Pleading and Orders
- Case Management Statement
- Notice of Stay of Proceedings
- Notice of Termination or Modification of Stay
- Notice of Settlement of Entire Case
- Statement of Agreement or Nonagreement
- ADR Information Sheet

This service must be accomplished and *Proof of Service* must be filed within 60 days of the filing of the complaint.

The Case Management Conference will be held approximately 140 days from the filing of the Complaint. The exact date and judge assignment is indicated on the form you received in the Clerk's office when you filed your complaint.

Failure to comply with the program rules may result in the imposition of sanctions and will in each instance result in the issuance of an order that you show cause why you have not complied.

Examples of Alternative Dispute Resolution (ADR) procedures offered in Marin County include:

- Binding and non-binding arbitration
- Mediation
- Neutral case evaluation

It is important that you review these programs with your client. It will increase the possibility of your client's case being resolved at an early, and less expensive, stage of the proceedings. All judges in the civil trial delay reduction program are supportive of the use of alternative dispute resolution programs and are available to meet with you and the other parties prior to your Case Management Conference to assist in selecting the most appropriate resolution mechanism for your case.

You are required to complete and return the ADR Information Form, ADR-100 or ADR-101, within 30 days of the resolution of the dispute.

Telephonic appearances at Case Management Conference may be available by contacting COURT CALL, an independent vendor, not less than 5 court days prior to the hearing date. Parties may make arrangements by calling (888) 882-6878. This service is subject to charges by the vendor

| | |
|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, address and telephone #)</i> : STATE BAR NO: ATTORNEY FOR <i>(Name)</i> : | FOR COURT USE ONLY CASE NUMBER: |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN 3501 Civic Center Drive P.O. Box 4988 San Rafael, CA 94913-4988 | |
| STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION PROCESS | |

The parties to the above action have stipulated that this case be submitted for Alternative Dispute Resolution to be decided at the Case Management Conference.

Dated

Attorney For

Dated

Attorney For

| | |
|---|-----------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO. _____ FAX NO. (Optional) _____ E-MAIL ADDRESS (Optional) _____ ATTORNEY FOR (Name) _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS _____ MAILING ADDRESS _____ CITY AND ZIP CODE _____ BRANCH NAME _____ | |
| PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT | |
| EX PARTE APPLICATION FOR EXTENSION OF TIME TO SERVE PLEADING AND <input type="checkbox"/> ORDER EXTENDING TIME TO SERVE AND <input type="checkbox"/> ORDER CONTINUING CASE MANAGEMENT CONFERENCE | CASE NUMBER: _____ |
| Note: This ex parte application will be considered without a personal appearance. (See Cal. Rules of Court, rule 3.1207(2).) | HEARING DATE _____ DEPT. _____ |

1. Applicant (name):

- is
- a. plaintiff
 - b. cross-complainant
 - c. petitioner
 - d. defendant
 - e. cross-defendant
 - f. respondent
 - g. other (describe): _____

2. The complaint or other initial pleading in this action was filed on (date): _____

3. Applicant requests that the court grant an order extending time for service of the following pleading:

- a. Complaint
- b. Cross-complaint
- c. Petition
- d. Answer or other responsive pleading
- e. Other (describe): _____

4. Service and filing of the pleading listed in item 3 is presently required to be completed by (date): _____

5. Previous applications, orders, or stipulations for an extension of time to serve and file in this action are:

- a. None
- b. The following (describe all, including the length of any previous extensions): _____

6. Applicant requests an extension of time to serve and file the pleading listed in item 3 on the following parties (name all): _____

| | |
|--|-----------------------|
| PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT | CASE NUMBER: _____ |
|--|-----------------------|

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

| | The party or parties completing this form are willing to participate in the following ADR processes (check all that apply): | If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation): |
|-------------------------------------|--|---|
| (1) Mediation | <input type="checkbox"/> | <input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date): |
| (2) Settlement conference | <input type="checkbox"/> | <input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date): |
| (3) Neutral evaluation | <input type="checkbox"/> | <input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date): |
| (4) Nonbinding judicial arbitration | <input type="checkbox"/> | <input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date): |
| (5) Binding private arbitration | <input type="checkbox"/> | <input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date): |
| (6) Other (specify): | <input type="checkbox"/> | <input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date): |

| | |
|---|-------------|
| PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT | CASE NUMBER |
|---|-------------|

17 Economic litigation

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

| | |
|---|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____ | |
| PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT _____ | |
| NOTICE OF STAY OF PROCEEDINGS | CASE NUMBER: _____ JUDGE: _____ DEPT.: _____ |

To the court and to all parties:

1. Declarant (name):
 - a. is the party the attorney for the party who requested or caused the stay
 - b. is the plaintiff or petitioner the attorney for the plaintiff or petitioner. The party who requested the stay has not appeared in this case or is not subject to the jurisdiction of this court.

2. This case is stayed as follows:
 - a. With regard to all parties.
 - b. With regard to the following parties (specify by name and party designation):

3. Reason for the stay:
 - a. Automatic stay caused by a filing in another court. (Attach a copy of the Notice of Commencement of Case, the bankruptcy petition, or other document showing that the stay is in effect, and showing the court, case number, debtor, and petitioners.)
 - b. Order of a federal court or of a higher California court. (Attach a copy of the court order.)
 - c. Contractual arbitration under Code of Civil Procedure section 1281.4. (Attach a copy of the order directing arbitration.)
 - d. Arbitration of attorney fees and costs under Business and Professions Code section 6201 (Attach a copy of the client's request for arbitration showing filing and service.)
 - e. Other:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

▶

(SIGNATURE)

| | |
|---|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____ | |
| PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT _____ | CASE NUMBER: _____ DEPT.: _____ |
| NOTICE OF TERMINATION OR MODIFICATION OF STAY | JUDICIAL OFFICER: _____ |

To the court and all parties:

1. A *Notice of Stay of Proceedings* was filed in this matter on (date):
2. Declarant named below is
 - a. the party the attorney for the party who requested or caused the stay
 - b. other (describe):
3. The stay described in the above referenced *Notice of Stay of Proceedings*
 - a. has been vacated by an order of another court. (Attach a copy of the court order.)
 - b. is no longer in effect.
4. The stay has been modified (describe):

5. The stay has been vacated, is no longer in effect, or has been modified
 - a. with regard to all parties.
 - b. with regard to the following parties (specify by name and party designation):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

_____ (TYPE OR PRINT NAME OF DECLARANT)  _____ (SIGNATURE OF DECLARANT)

| | |
|---|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME: | |
| PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT | |
| NOTICE OF SETTLEMENT OF ENTIRE CASE | CASE NUMBER: JUDGE: DEPT.: |

NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF

You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is **unconditional**. You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is **conditional**. Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This entire case has been settled. The settlement is:
 - a. **Unconditional.** A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement: _____
 - b. **Conditional.** The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): _____
2. Date initial pleading filed: _____
3. Next scheduled hearing or conference:
 - a. Purpose: _____
 - b. (1) Date: _____
(2) Time: _____
(3) Department: _____
4. Trial date:
 - a. No trial date set.
 - b. (1) Date: _____
(2) Time: _____
(3) Department: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)

| | |
|--|--------------------|
| MEDIATOR (Name and Address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____ | |
| CASE NAME: _____ | |
| STATEMENT OF AGREEMENT OR NONAGREEMENT <input type="checkbox"/> First <input type="checkbox"/> Supplemental | CASE NUMBER: _____ |
| NOTE: This form must be used by mediators in the Civil Action Mediation Program (Code Civ. Proc., § 1775 et seq.) and in the Early Mediation Pilot Program (Code Civ. Proc., § 1730 et seq.). | |

1. This case was filed on (date if known): _____
2. I was selected as the mediator in this matter on (date): _____
3. Mediation (check one):
 - a. did not take place.
 - (1) A party who was ordered to appear at the mediation did not appear.
 - (2) Other reason (please specify without disclosing any confidential information): _____
 - b. took place on (date or dates): _____
and lasted a total of _____ hours.
4. The mediation has not ended. I submit this form to comply with the court's requirement to do so by a specified date.
5. The mediation ended (check one):
 - a. in full agreement by all parties on (date): _____
 - b. in partial agreement
 - (1) in full agreement as to the following parties:
on (date): _____
 - (2) in full agreement as to limited issues on (date): _____
 - c. in nonagreement.

Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF MEDIATOR)

NOTE: Within 10 days of the conclusion of the mediation or, when applicable, by the deadline set by the court, the mediator must serve a copy of this statement on all parties and file the original, with proof of service, with the court clerk. The proof of service on the back of this form may be used.

NAME OF COURT _____

ADR Information Form

This form should be filled out and returned,
within 10 days of the resolution of the dispute, to:



1. Case name: _____ No. _____

2. Type of civil case: PI/PD-Auto PI/PD-Other Contract Other (specify): _____

3. Date complaint filed _____ Date case resolved _____

4. Date of ADR conference _____ 5. Number of parties _____

6. Amount in controversy \$0-\$25,000 \$25,000-\$50,000 \$50,000-\$100,000 over \$100,000 (specify): _____

7. Plaintiff's Attorney Cross Complainant's Attorney 8. Defendant's Attorney Cross Defendant's Attorney

NAME

NAME

ADDRESS

ADDRESS

()

()

TELEPHONE NUMBER

TELEPHONE NUMBER

9. Please indicate your relationship to the case:

Plaintiff Plaintiff's attorney

Defendant Defendant's attorney

3rd party defendant 3rd party defendant's attorney

Other (specify): _____

10. Dispute resolution process:

Mediation Arbitration Neutral case evaluation Other (specify): _____

11. How was case resolved?

a. As a direct result of the ADR process.

b. As an indirect result of the ADR process.

c. Resolution was unrelated to ADR process.

12. Check the closest dollar amount that you estimate you saved (attorneys fees, expert witness fees, and other costs) by using this dispute resolution process compared to resolving this case through litigation, whether by settlement or trial.

\$0 \$250 \$500 \$750 \$1,000 more than \$1,000 (specify): \$ _____

13. If the dispute resolution process caused a net increase in your costs in this case, check the closest dollar amount of the additional cost:

\$0 \$250 \$500 \$750 \$1,000 more than \$1,000 (specify): \$ _____

14. Check the closest number of court days that you estimate the court saved (motions, hearings, conferences, trial, etc.) as a result of this case being referred to this dispute resolution process:

0 1 day more than 1 day (specify): _____

15. If the dispute resolution process caused a net increase in court time for this case, check the closest number of additional court days:

0 1 day more than 1 day (specify): _____

16. Would you be willing to consider using this dispute resolution process again? Yes No

M. NICHOLAS NITA
KRISTINA P. STEPHENSON
SUSAN Y LEE
JEREMY SNIDER
RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
*Licensed in IL, IN, OH and WI only
**Licensed in MI and WI only

CONSUMER
LEGAL
SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

CA 3
40
2330 LONG BEACH BLVD.
LONG BEACH, CA 90806
(562) 424-3293
FAX: (562) 595-1849
E-MAIL: CLS@LEMONAUTO.COM

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JAN 10 2012

OFFICE OF THE
GENERAL COUNSEL

January 09, 2012

FORD MOTOR COMPANY

Cheri Leich
FCSD - Consumer Affairs
16800 Executive Plaza Drive Suite 3N-333
Dearborn, MI 48126-4207
Mail Drop 3NE-B



Re: **Subject Vehicle: 2010 Ford Escape (VIN# 1FMCU0DG6AK [REDACTED])**

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents [REDACTED] regarding the purchase/lease of a 2010 Ford Escape. Please direct any and all future correspondence directly to my office.

This letter shall constitute formal notice to you under the Song-Beverly Warranty Act, the Magnuson-Moss Warranty Act, the California Uniform Commercial Code sections 2607 and 2608, and all other applicable consumer goods and warranty laws.

Specifically, my client is requesting that you comply with paragraph (2) of subdivision (d) of Section 1793.2 of the California Civil Code by promptly making restitution to him/her/them in accordance with the California and Federal lemon laws. The limited written warranty that accompanied the purchase of the subject vehicle provides in part 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 you have been unable to service or repair the subject vehicle to conform to the applicable express warranties after a reasonable number of attempts, as evidenced by the repair history on the subject vehicle.

Further, the subject vehicle did not perform as promised, did not and could not pass without objection in the trade under the warranty description, did not match the quality of the similar goods, and/or otherwise would not be fit for the ordinary purposes for which it was intended. By way of example, and not by way of limitation, the defects, malfunctions, mis-adjustments, and/or non-conformities with my client's vehicle include the following: Engine shut off while driving and transmission failing, unable to switch gears from reverse gear & moving forward gears. As evidenced by the repair history on the subject vehicle, said non-conformities have substantially impaired the use, value and safety of the vehicle to my client.

In order to assist you in evaluating this matter, please see attached copies of my client's repair orders. Full and complete repair orders and invoices are in the manufacturer's and repairing dealers' possession and therefore equally available. My client requests that a full and complete copy of the entire repair history under warranty be provided to him/her prior to any and all settlement.

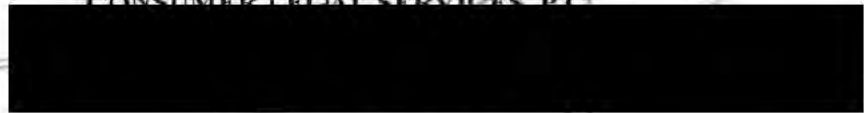
This letter shall also constitute Notice of Breach under the California Uniform Commercial Code section 2607 and Revocation of Acceptance under section 2608.

Based on the above, my client requests that you promptly repurchase his/her vehicle and pay statutory damages pursuant to Civil Code 1794.

Thank you for your time and attention. I look forward to hearing from you within the statutorily-allotted time.

Very Truly Yours,

CONSUMER LEGAL SERVICES, P.C.



M. Nicholas Nita, Esq.

Enclosures

MNN: sc

Server: AWS Prod
 Claims loaded through: 18-JAN-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 19-JAN-12

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

| VIN | AWS VL | WERS VI | MKT DER | BODY CAB | VER SERIES | DRIVE TYPE | PLANT CD | TRANS CD | ENG COD | PROD DATE | WARR DATE | SELLING DEALER | SELL CNT | TIS | WCC | PREF | BASE | SUFF | VRT NA | VRT ROW | VFG | CCC | CD |
|-----------------------|---------------|---------------|------------------------|------------------|------------|------------|-------------|-------------------|---------|--------------------|-------------|----------------|-----------------------|-------------------|--------------------|--------------------|------|------|--------|---------|-----|-----|----|
| 1FMCU0DG6A[REDACTED] | M1 | T/M7 | F | T/WE | T/EF | T/A | AJ | T/W6 | T/SG | 25- JAN-2010 | 12-JUN-2010 | 172035 | USA | 0 | * | * | * | * | F09 | SXX | V00 | * | * |
| AWS Claim Key: | <u>318206</u> | Doc #: | 60788001 | Trx Code: | | | 10B15 | Labor Hrs: | 3 | Labor Cost: | | 36.37 | Material Cost: | 0 | Total Cost: | 36.37 | | | | | | | |
| Dir Cd-Sub Cd: | 07934* | Name: | SUNNYVALE FORD LINCOLN | Ph: | | | 408-7381800 | St: | CA | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | 21-APR-2010 | DIST(Mile): | 4 | | | | | | |

Insurance 6/12/10

| | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------|---|---------------|-------------------|------------------|------|-----|-------------|-------------------|------|--------------------|-------------|-----------------------|--------|--------------------|-------------|--------------------|-------|---|-----|-----|-----|-----|----|
| 1FMCU0DG6A[REDACTED] | M1 | T/M7 | F | T/WE | T/EF | T/A | AJ | T/W6 | T/SG | 25- JAN-2010 | 12-JUN-2010 | 172035 | USA | 19 | 3A02 | 9L8Z | 7H360 | A | F04 | S11 | V48 | P83 | D8 |
| AWS Claim Key: | <u>4018870</u> | Doc #: | 675122B | Trx Code: | | | E84 | Labor Hrs: | 14.7 | Labor Cost: | 1897.47 | Material Cost: | 602.64 | Total Cost: | 2500.11 | | | | | | | | |
| Dir Cd-Sub Cd: | 07820* | Name: | WALNUT CREEK FORD | Ph: | | | 925-9322900 | St: | CA | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | 10-DEC-2011 | DIST(Mile): | 29978 | | | | | | |
| Cust Comments: | CUST STATES HEARD CLUNK AND AND LOST REVERSE AND FOWARD GEARS | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | INSPECT, VERIFIED CUSTOMER CONCERN, FLUID LEVEL IS GOOD HOWEVER IT HAS A BURNT ODOR TO IT. PREFORM PRELIMINARIES, TR AND LINKAGE ARE PROPERLY ADJUSTED. PREFORM KOEO, KOER, KOEC, CODES PRESENT ARE P0722 (OSS) AND P0735 (INCORRECT GEAR RATIO 5TH) PREFORM PPT A FOR SSA AND SSB, CHECKED OK AT THIS TIME. FOR CODE P0735 DIRECTED TO DIAGNOSIS BY SYMPTOM. ROUTINES 223 & 323 ELEC | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------|--------------------|---------------|-------------------|------------------|------|-----|-------------|-------------------|------|--------------------|-------------|-----------------------|-----|--------------------|-------------|--------------------|--------|---|-----|-----|-----|-----|----|
| 1FMCU0DG6A[REDACTED] | M1 | T/M7 | F | T/WE | T/EF | T/A | AJ | T/W6 | T/SG | 25- JAN-2010 | 12-JUN-2010 | 172035 | USA | 20 | 6Y05 | * | ESPRCR | * | F09 | SXX | V99 | A99 | 82 |
| AWS Claim Key: | <u>4193338</u> | Doc #: | 677093D | Trx Code: | | | RCR | Labor Hrs: | 0 | Labor Cost: | 0 | Material Cost: | 30 | Total Cost: | 30 | | | | | | | | |
| Dir Cd-Sub Cd: | 07820* | Name: | WALNUT CREEK FORD | Ph: | | | 925-9322900 | St: | CA | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | 05-JAN-2012 | DIST(Mile): | 29986 | | | | | | |
| Cust Comments: | ESP COUPON PROGRAM | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | RC241410029 1 DAY | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------|----------------|---------------|---------|------------------|------|-----|-----|-------------------|------|--------------------|-------------|-----------------------|-----|--------------------|------|---|--------|---|-----|-----|-----|-----|----|
| 1FMCU0DG6A[REDACTED] | M1 | T/M7 | F | T/WE | T/EF | T/A | AJ | T/W6 | T/SG | 25- JAN-2010 | 12-JUN-2010 | 172035 | USA | 20 | 6Y05 | * | ESPRCR | * | F09 | SXX | V99 | A99 | 82 |
| AWS Claim Key: | <u>4193337</u> | Doc #: | 677093C | Trx Code: | | | RCR | Labor Hrs: | 0 | Labor Cost: | 0 | Material Cost: | 30 | Total Cost: | 30 | | | | | | | | |

Dir Cd-Sub Cd: 07820-* Name: WALNUT CREEK FORD Ph: 925-9322900 St: CA Ctry: USA Reg Cd: NA Repr Date:05-JAN-2012 DIST(Mile):29986
Cust Comments: ESP COUPON PROGRAM
Tech Comments: RC241410028 1 DAY

IFMCU0DG6A MI T/M7 F T/WE T/EF T/A AJ T/W6 T/SG 25- JAN-2010 12-JUN-2010 172035 USA 20 6Y05 * ESPRCR * F09 SXX V99 A99 82

AWS Claim Key: 4193335 Doc #: 677093A Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30
Dir Cd-Sub Cd: 07820-* Name: WALNUT CREEK FORD Ph: 925-9322900 St: CA Ctry: USA Reg Cd: NA Repr Date:05-JAN-2012 DIST(Mile):29986
Cust Comments: ESP COUPON PROGRAM
Tech Comments: RC241410026 1 DAY

IFMCU0DG6A MI T/M7 F T/WE T/EF T/A AJ T/W6 T/SG 25- JAN-2010 12-JUN-2010 172035 USA 20 6Y05 * ESPRCR * F09 SXX V99 A99 82

AWS Claim Key: 4193336 Doc #: 677093B Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30
Dir Cd-Sub Cd: 07820-* Name: WALNUT CREEK FORD Ph: 925-9322900 St: CA Ctry: USA Reg Cd: NA Repr Date:05-JAN-2012 DIST(Mile):29986
Cust Comments: ESP COUPON PROGRAM
Tech Comments: RC241410027 1 DAY

Any comments? You can contact



webmaster



35 Redwood Blvd., Novato, CA 94945
 (510) 895-3000 (800) 659-5552

B.A.R. #: ARD101228
 P & A CODE: 077 5
 EPA# CAL00029F125

35778

JOSEPH TURGEON 1490 8086 09/22/10 FOC106592

7,082 BLK/ 59695

10/FORD TRUCK/ESCAPE/4DR 2WD XLT 06/12/10

1 F M C U O D G 6 A K

09/22/10

MO: 7101

1 CHARGES

OR
 1060201 DRIVE BELT / CONERN TECH: S70062 INTERVIEW

CLIENT STATES: WHILE SITTING IN TRAFFIC GOING ENGINE DIED / RESTARTED. NO CHECK ENGINE LIGHT / HAPPENED ONLY ONCE TEST DROVE VEHICLE AND WAS NOT ABLE TO VERIFY ENGINE STALL. RAN TESTS AND NO CODES IN SYSTEM. RAN BASIS AND NO MESSAGES ON CONCERN. HAD PORTER DRIVE 15 MILES AND NEVER STALLED. CAN NOT VERIFY CONCERN AT THIS TIME.

| CODE | DESCRIPTION | CONTROL NO | TOTAL | MISC | INTERNAL |
|------|----------------|------------|-------|------|----------|
| FD | FREE DIAGNOSIS | | | | 0.00 |

1 TOTALS

JOB# 1 JOURNAL PREFIX FOC1 JOB# 1 TOTAL 0.00

ALS:

| | | | |
|---------------------------------------|---|-------------------------|-------------|
| <input type="checkbox"/> CASH | <input type="checkbox"/> CHECK CK NO. [] | TOTAL LABOR | 0.00 |
| <input type="checkbox"/> VISA | <input type="checkbox"/> MASTERCARD | TOTAL PARTS | 0.00 |
| <input type="checkbox"/> AMER EXPRESS | <input type="checkbox"/> DISCOVER | TOTAL SUBLET | 0.00 |
| <input type="checkbox"/> OTHER | <input type="checkbox"/> CHARGE | 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!!

CUSTOMER SIGNATURE

STOMER #: 333320

675122



INVOICE

DUPLICATE 3
PAGE 1

1400 CARLBAK STREET
MILINGIA STREETS
1800 NORTH MAIN STREET
WALNUT CREEK, CALIFORNIA 94596-4101
PHONE (925) 932-3300
DLR CODE: 07820-7 BAR # A0011181 SPA # CAD 008308795
EPA # CAL 07 157583

SASANT HILL, CA
WE: [REDACTED] CONT: N/A
CELL: [REDACTED]

SERVICE ADVISOR: 491 VIC CARR

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MI | IN/OUT | TAG |
|--------------|------------------------|----------------------|------------------------|------------|-----------|-----------|-------|
| | 10 | FORD ESCAPE | 1FMCU0DG6AK [REDACTED] | [REDACTED] | 299 | 1/29985 | T7017 |
| SERVICE DATE | PROD. DATE | WARR. EXP. | COMISED | PO. NO. | PAYMENT | INV. DATE | |
| JUN10 11 | | | WAIT 12DEC11 | | 0.00 CASH | 20DEC11 | |
| R/O OPENED | DATE CUSTOMER NOTIFIED | OPTIONS | | | | | |
| | | ENG:3.0 Liter AXL:35 | | | | | |
| 10DEC11 | 13:49 20DEC11 | | | | | | |

NE OPCODE IBCH TYPE HOURS LIST NET TOTAL

TIRE INSPECTION AND TREAD DEPTH RESULTS: LF: TREAD DEPTH IS 7/32 OR GREATER -- LR: TREAD DEPTH IS 7/32 OR GREATER. -- RR: TREAD DEPTH IS 7/32 OR GREATER. -- RF: TREAD DEPTH IS 7/32 OR GREATER.

ALL TIRES CHECKED AND OK (7/32 OR GREATER)

999 ITL (N/C)

825 SEXTON MICHAEL LIC#: 2201 ITL (N/C)

9978 TREAD IS ABOVE 7/32

CUSTOMER HEARD CLUNK AND LOST REVERSE AND FORWARD GEARS
 USE: INSPECT, VERIFIED CUSTOMER CONCERN, FLUID LEVEL IS GOOD HOWEVER
 IT WAS A BURNT NOISE TO BE PREPARED FOR PRELIMINARY TIR AND
 LINKAGE ARE PROPER

7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS
 - DIAGNOSIS (7000) (N/C)
 999 W94
 825 SEXTON MICHAEL LIC#: 2201 W94 (N/C)

- 1 9L8Z*7H103*B SENSOR - OUTPUT SHAFT SPEED (N/C)
- 1 9L8Z*7L53*A KIT - GASKET (N/C)
- 1 9L8Z*7A100*A CONTROL BODY - TRANSMISSION (N/C)
- 1 9L8Z*7H360*A PISTON ASY - OVERDRIVE CLUTCH (N/C)
- 5 9L8Z*7B164*D PLATE ASY - DRIVE (N/C)
- 5 9L8Z*7B442*B DRIVEN PLATE - STEEL (N/C)
- 10 XT*10*OLVC OIL - AUTOMATIC TRANSMISSION (N/C)
- 7000F45 AUTOMATIC TRANSMISSION - DIAGNOSTIC PIN POINT TEST - L (N/C)
- 825 SEXTON MICHAEL LIC#: 2201 W94 (N/C)

7000F10 AUTOMATIC TRANSMISSION OUTPUT SHAFT SPEED SENSOR (OSS) - REPLAC (7H103) - L (N/C)
 825 SEXTON MICHAEL LIC#: 2201 W94 (N/C)

| MAKE YOUR e-appointment 24-7 AT www.walnutcreekford.com | ORIGINAL | | | FINAL REVISED | | | DESCRIPTION | TOTALS |
|---|----------|------|----------------------|---------------|------|----------------------|------------------------|--------|
| | DATE | TIME | PHONE # OR IN PERSON | DATE | TIME | PHONE # OR IN PERSON | | |
| | | | | | | | LABOR AMOUNT | |
| | | | | | | | PARTS AMOUNT | |
| | | | | | | | GAS, OIL, LUBE | |
| | | | | | | | SUBLET AMOUNT | |
| | | | | | | | MISC. CHARGES | |
| | | | | | | | TOTAL CHARGES | |
| | | | | | | | LESS INSURANCE | |
| | | | | | | | SALES TAX | |
| | | | | | | | PLEASE PAY THIS AMOUNT | |

Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice.

Notice To Consumer: Please Read Important Information On Back

STOMBER #: 333320

675122



INVOICE

DUPLICATE 3
PAGE 2

1400 CARLSON STREET
MAILING ADDRESS
1800 NORTH MAIN STREET
WALNUT CREEK, CALIFORNIA 94596-4107
PHONE (925) 932-1900
DLR CODE: 07820-7 BAR # ARD 1297 EPA # CAB.008383785
EPA # CAL 078 317623

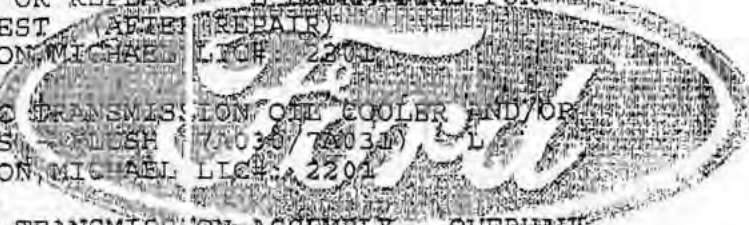
SASANT HILL CA

CONT: N/A
CELL:

SERVICE ADVISOR: 491 VIC CARR

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILE | GE IN/OUT | TAG |
|--------------|------------------------|-------------------------------|-------------|---------|---------|-----------|---------|
| | 10 | FORD ESCAPE | 1FMCU0DG6AK | | 2997 | /29985 | T7017 |
| SERVICE DATE | PROD DATE | WARR EXP. | PIG MISED | PO NO. | PAYMENT | INV. DATE | |
| | | | | | 0.00 | CASH | 20DEC11 |
| R/O OPENED | DATE CUSTOMER NOTIFIED | OPTIONS: ENG:3.0 Liter AXL:35 | | | | | |
| 22 10DEC11 | 13:49 20DEC11 | | | | | | |

| OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------------------------------------|------|--|-------|------|-----|-------|
| 7000A | | AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L | | | | (N/C) |
| 825 SEXTON, MICHAEL LIC#: 2201 W94 | | | | | | |
| 7000AZJ | | AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH | | | | (N/C) |
| 825 SEXTON, MICHAEL LIC#: 2201 W94 | | | | | | |
| 7000AXO | | AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA TIME FOR POST ROAD TEST (AFTER REPAIR) | | | | (N/C) |
| 825 SEXTON, MICHAEL LIC#: 2201 W94 | | | | | | |
| 7000A11 | | AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - L | | | | (N/C) |
| 825 SEXTON, MICHAEL LIC#: 2201 W94 | | | | | | |
| 7000A2 | | AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL (7000/7C391) - L | | | | (N/C) |
| 825 SEXTON, MICHAEL LIC#: 2201 W94 | | | | | | |
| 7000A13B | | AUTOMATIC TRANSMISSION MAIN CONTROL VALVE (ASSEMBLY) - OVERHAUL (7A100/7C391/7B369) - L | | | | (N/C) |
| 825 SEXTON, MICHAEL LIC#: 2201 W94 | | | | | | |



FC: P83 D8
PART#: S18Z 7H360*A
COUNT:
CLAIM TYPE:
AUTH CODE:
9999

9985 7H360 O/D PISTON CODE D8 INSPECT, VERIFIED CUSTOMER CONCERN,

| | | | | | | | |
|--|----------|----------|---------------|--|---------------|------------------------|----------------|
| MAKE YOUR e-appointment 24-7 AT www.walnutcreekford.com | ORIGINAL | | FINAL REVISED | | | DESCRIPTION | TOTALS |
| | DATE | TIME | PHONE | OR IN PERSON | AUTHORIZED BY | ADDITIONAL AMOUNT | LABOR AMOUNT |
| | REASON | | | | | REVISED TOTAL | PARTS AMOUNT |
| | DATE | TIME | PHONE | OR IN PERSON | AUTHORIZED BY | ADDITIONAL AMOUNT | GAS, OIL, LUBE |
| REASON | | | | | REVISED TOTAL | SUBLET AMOUNT | |
| ACKNOWLEDGE NOTICE AND OR OF AN INCREASE IN THE ORIGINAL ESTIMATE PRICE. | | APPROVAL | | ACKNOWLEDGE RECEIPT OF VEHICLE AND HAVE RECEIVED A COPY OF THIS INVOICE. | | MISC. CHARGES | TOTAL CHARGES |
| X | | X | | X | | LESS INSURANCE | SALES TAX |
| | | | | | | PLEASE PAY THIS AMOUNT | |

Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice.

Notice To Consumer: Please Read Important Information On Bank...
Ford Motor Credit Company is a subsidiary of Ford Motor Company. Ford Motor Credit Company is a financial institution and is subject to the same laws and regulations as other financial institutions. Ford Motor Credit Company is not a bank and does not provide banking services. Ford Motor Credit Company is not a lender and does not provide loans. Ford Motor Credit Company is not a servicer and does not provide servicing of loans. Ford Motor Credit Company is not a guarantor and does not provide guarantees. Ford Motor Credit Company is not a broker and does not provide brokerage services. Ford Motor Credit Company is not a dealer and does not provide dealer services. Ford Motor Credit Company is not a franchisor and does not provide franchising services. Ford Motor Credit Company is not a franchised dealer and does not provide franchised dealer services. Ford Motor Credit Company is not a franchisee and does not provide franchisee services. Ford Motor Credit Company is not a licensee and does not provide licensing services. Ford Motor Credit Company is not a registrant and does not provide registration services. Ford Motor Credit Company is not a member and does not provide membership services. Ford Motor Credit Company is not a partner and does not provide partnership services. Ford Motor Credit Company is not a proprietor and does not provide proprietorship services. Ford Motor Credit Company is not a shareholder and does not provide shareholder services. Ford Motor Credit Company is not a stakeholder and does not provide stakeholder services. Ford Motor Credit Company is not a beneficiary and does not provide beneficiary services. Ford Motor Credit Company is not a creditor and does not provide creditor services. Ford Motor Credit Company is not a debtor and does not provide debtor services. Ford Motor Credit Company is not a guarantor and does not provide guarantor services. Ford Motor Credit Company is not a co-guarantor and does not provide co-guarantor services. Ford Motor Credit Company is not a co-debtor and does not provide co-debtor services. Ford Motor Credit Company is not a co-creditor and does not provide co-creditor services. Ford Motor Credit Company is not a co-beneficiary and does not provide co-beneficiary services. Ford Motor Credit Company is not a co-stakeholder and does not provide co-stakeholder services. Ford Motor Credit Company is not a co-partner and does not provide co-partner services. Ford Motor Credit Company is not a co-proprietor and does not provide co-proprietor services. Ford Motor Credit Company is not a co-franchisee and does not provide co-franchisee services. Ford Motor Credit Company is not a co-franchised dealer and does not provide co-franchised dealer services. Ford Motor Credit Company is not a co-licensor and does not provide co-licensor services. Ford Motor Credit Company is not a co-registrant and does not provide co-registrant services. Ford Motor Credit Company is not a co-member and does not provide co-member services. Ford Motor Credit Company is not a co-partner and does not provide co-partner services. Ford Motor Credit Company is not a co-proprietor and does not provide co-proprietor services. Ford Motor Credit Company is not a co-franchisee and does not provide co-franchisee services. Ford Motor Credit Company is not a co-franchised dealer and does not provide co-franchised dealer services. Ford Motor Credit Company is not a co-licensor and does not provide co-licensor services. Ford Motor Credit Company is not a co-registrant and does not provide co-registrant services. Ford Motor Credit Company is not a co-member and does not provide co-member services.

CUSTOMER #: 333320

675122



INVOICE

DUPLICATE 3
PAGE 3

1400 CARLISLE STREET
MAILING ADDRESS
1800 NORTH MAIN STREET
WALNUT CREEK, CA 94598-4107
PHONE (925) 932-2800
DPA # ARD 1237 DPA # CAD 055088795
EPA # CAL 621103

PASANT HILL, CA
CONT: N/A
CELL:

SERVICE ADVISOR: 491 VIC CARR

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILE | FEIN/OUT | TAG |
|--------------|------------|-------------------|--------------|----------------------|-----------|-----------|-------|
| | 10 | FORD ESCAPE | 1FMCU0DG6AK | | 2997 | 29985 | 17017 |
| SERVICE DATE | PROD. DATE | WARRANTY EXP. | PROMISED | PO NO. | PAYMENT | INV. DATE | |
| JUN10 DD | | | WAIT 12DEC11 | | 0.00 CASH | 20DEC11 | |
| R.O. OPENED | RATE | CUSTOMER NOTIFIED | OPTIONS | | | | |
| 22 | 10DEC11 | 13.49 | 20DEC11 | ENG:3.0 Liter AXL:35 | | | |

22 10DEC11 13.49 20DEC11

NE OPCODE TECH TYPE HOURS LIST NET TOTAL

ACID LEVEL IS GOOD HOWEVER IT HAS A BURNT ODOR TO IT. PREFORM
 ELIMINARIES, TR AND LINKAGE ARE PROPERLY ADJUSTED. PREFORM KOEO,
 KOER, KOEC. CODES PRESENT ARE P0722 (OSS) AND P0735 (INCORRECT GEAR
 RATIO 5TH) PREFORM PPT A FOR SSA AND SSB, CHECKED OK AT THIS TIME. FOR
 CODE P0735 DIRECTED TO DIAGNOSIS BY SYMPTOM. ROUTINES 223 & 323 ELI
 MAGNOSIS FOR PCM, SHIFT SOLINCOIDS A&B, AND TR, PREFORM HARNESS WIGGLE
 TEST WHILE WATCHING PIDS FOR ANY CHANGE IN STATE. THEY DID NOT CHANG
 INDICATING GOOD LOOM. PREFORM I1AG BY SYMPTOM 323, PREFORM PRESSURE
 TEST, REV @ IDLR: 93, REV @ WOT: 275, D.L @ IDLE: 51, @ WOT: 275. B
 ESTED, 2345RPM, ALL ARE WITH IN SPECS. NEED TO REMOVE TRANSMISSION AND
 TEARDOWN COMPLETELY AND INSPECT FOR ROOT CAUSE. REMOVE TRANSMISSION AND
 MOUNT ON BENCH FIXTURE TO COMPLETELY TEARDOWN FOR INSPECTION, FOUND THE
 1ST PISTON DAMAGED FROM SNAIL RING. ALSO CLUTCHES NEED REPLACEMENT. IN SPE
 S SOME SCORING ON SOME OF THE WAVES IN THE MAIN CONTROL AND NEEDS TO
 BE REPLACED. ALSO OSS NEEDS REPLACEMENT DUE TO CODE FOR OSS AND KNOW
 CONCERN P/A ITEMS AS NEEDED. REPAIR AUTHORIZED. SOL# 0102021517856
 DE 3P24990. OVERHUAL TRANSMISSION AS NEEDED. ALSO OVERHUAL SOLINCO
 ID AS NEEDED, MAIN CONTROL WAS REPLACED. FLUSH AND BACK FLUSH COOLER
 AND INSTALL TRANSMISSION, PREFORM COOLER FLOW TEST. RESULTS; 32OZ @ 10
 SECONDS. TOP OFF AND CLEAR ALL CODES AND ROAD TEST AND PREFORM POST SEC
 TEST, NO CODES PRESENT, RECHECK LEAKS AND LEVEL, RECHECK OK AT THIS
 TIME.

(NE) CUSTOMER REQUESTS 30,000 MILE - PREFERRED - SERVICE AS PER WALNUT
 CREEK FORD'S SERVICE RECOMMENDATIONS.
 30KP (NE) CUSTOMER REQUESTS 30,000 MILE -
 PREFERRED - SERVICE AS PER WALNUT CREEK
 FORD'S SERVICE RECOMMENDATIONS.

999 C
 835 DAVIS, JAN WALTER LIC#: 6744
 C

| DESCRIPTION | AMOUNT | TOTAL |
|----------------------------|--------|--------|
| 1 500'S FILTER ASY OIL | 9.76 | 5.95 |
| 6 XC 5W20 DSP OIL - ENG NE | 3.20 | 3.20 |
| | | 438.28 |
| | | 438.28 |

| ORIGINAL | | FINAL REVISED | | DESCRIPTION | TOTALS |
|---|------|-------------------------|---|------------------------|--------|
| DATE | TIME | PHONE | OR IN PERSON | LABOR AMOUNT | |
| REASON | | | AUTHORIZED BY | ADDITIONAL AMOUNT | |
| REASON | | | | REVISED TOTAL | |
| DATE | TIME | PHONE | OR IN PERSON | GAS, OIL, LUBE | |
| REASON | | | AUTHORIZED BY | ADDITIONAL AMOUNT | |
| REASON | | | | REVISED TOTAL | |
| ACKNOWLEDGE NOTICE AND ORA OF AN INCREASE IN THE ORIGINAL | | APPROVAL ESTIMATE PRICE | ACKNOWLEDGE RECEIPT OF VEHICLE AND HAVE RECEIVED A COPY OF THIS INVOICE | SUBLET AMOUNT | |
| X | | | X | MISC CHARGES | |
| | | | | TOTAL CHARGES | |
| | | | | LESS INSURANCE | |
| | | | | SALES TAX | |
| | | | | PLEASE PAY THIS AMOUNT | |

Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice.

Notice To Consumer: Please Read Important Information On Back

CUSTOMER COPY

CUSTOMER #: 333320

675122



INVOICE

DUPLICATE 3
PAGE 4

1400 CARLETON STREET
MALDEN, MA 02148
1800 NORTH MAIN STREET
WALNUT CREEK, CALIFORNIA 94596-4107
PHONE (925) 932-2900
DLR CODE 07820-7 BAR # ARD 11297 EPA # CAD 066388785
EPA / CAL 03 017563

SASANT HILL, CA

CONT: N/A
CELL:

SERVICE ADVISOR: 491 VIC CARR

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILE | IN/OUT | TAG |
|--------------|------------------------|------------------------|--------------|---------|-----------|----------|-------|
| | 10 | FORD ESCAPE | 1FMCU0DG6AK | | 2997 | 3/29985 | T7017 |
| SERVICE DATE | PROD DATE | WARR EXP | PROMISED | PO NO. | PAYMENT | INV DATE | |
| JUN10 11 | | | WARR 12DEC11 | | 0.00 CASH | 20DEC11 | |
| REG. OPENED | DATE CUSTOMER NOTIFIED | OPTIONS | | | | | |
| | | ENG: 3.0 Liter AXL: 35 | | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------|------------|------------------|-------------|-------|-------|-------|-------|
| 1 | FA-1893* | ELEMENT ASY | AIR CLEANER | | 32.00 | 32.00 | 32.00 |
| 2 | WW-2001*PF | BLADE ASY | WIPER | | 15.00 | 15.00 | 30.00 |
| 1 | MO-2000 | 15-30K MENU KIT | | | 22.78 | 22.78 | 22.78 |
| 1 | MO-1660 | CARBON FLUSH KIT | | | 59.44 | 59.44 | 59.44 |
| 1 | MO-112 | INJECTOR FLUSH | | | 19.95 | 19.95 | 19.95 |

9985 PERFORMED LOP TOPPED OFF WASHER FLUID. FILLED W/ WASHER SOLVENT. REPLACED ENGINE AIR FILTER. NOT EQUIPPED W/ CABIN AIR FILTER. NOT EQUIPPED W/ FUEL FILTER. REPLACED BOTH FRONT WIPER BLADES. ADDED FUEL SYSTEM TREATMENT ADDED ENGINE OIL TREATMENT. PERFORMED BATTERY PROTECTION SERVICE, INSTALLED TERMINAL PROTECTIVE PADS. PERFORMED OIL INJECTION SERVICE AND DECARB. FRONT AND REAR BRAKE LININGS AT 7MM. ROTATED TIRES.

CUSTOMER ADVISED WILL COVER RENTAL FOR 3 DAYS WILL CONTACT FORD FOR RENTAL ASSISTANCE

NWP NO WORK PERFORMED
999 ITL

(N/C)

MULTI-POINT INSPECTION
Q99P MULTI-POINT INSPECTION

999 ITL

(N/C)

BATTERY INSPECTION
GBATT BATTERY IS GOOD

999 ITL

(N/C)

EST: 0.00 10DEC11 18:22 SA: 491

CUSTOMER PAY EPA DISPOSAL FEE FOR REPAIR ORDER

2.02

CUSTOMER COPY

| | | | | | | | |
|--|----------|------|---------------|--------------|---------------|-------------------|------------------------|
| MAKE YOUR e-appointment 24-7 AT www.walnutcreekford.com | ORIGINAL | | FINAL REVISED | | | DESCRIPTION | TOTALS |
| | DATE | TIME | PHONE | ON IN PERSON | AUTHORIZED BY | ADDITIONAL AMOUNT | LABOR AMOUNT |
| REASON | | | | | | REVISED TOTAL | PARTS AMOUNT |
| DATE | | | | | | ADDITIONAL AMOUNT | GAS, OIL, LUBE |
| REASON | | | | | | REVISED TOTAL | SUBLET AMOUNT |
| I ACKNOWLEDGE NOTICE AND DIS OF AN INCREASE IN THE ORIGINAL ESTIMATE PRICE. | | | | | | APPROVAL | MISC. CHARGES |
| X | | | | | | X | TOTAL CHARGES |
| I ACKNOWLEDGE RECEIPT OF VEHICLE AND HAVE RECEIVED A COPY OF THIS INVOICE. | | | | | | X | LESS INSURANCE |
| Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice. | | | | | | | SALES TAX |
| | | | | | | | PLEASE PAY THIS AMOUNT |

Notice To Consumer: Please Read Important Information On Back

CUSTOMER #: 333320

675122



INVOICE

DUPLICATE 3
PAGE 5

1400 CARLISLE STREET
MAILING ADDRESS
1800 NORTH MAIN STREET
WALNUT CREEK, CALIFORNIA 94596-4107
PHONE (925) 937-2900
DLN CODE 07020-7 BSN # AFD 1 281 EPA # CAD 006300290
EPA # CAL 03 217003

SERVICE ADVISOR: 491 VIC CARR

PLEASANT HILL, CA

CONT: N/A
CELL:

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILE | IN/OUT | AG |
|--------------|-------------|-------------------|----------------------|---------|---------|-----------|---------|
| | 10 | FORD ESCAPE | 1FMCU0DG6AK | | 2997 | /29985 | 17017 |
| SERVICE DATE | PROD DATE | WARR EXP. | PROMISED | PO NO. | PAYMENT | INV. DATE | |
| JUN10 11 | | | WAIT 12DEC11 | | 0.00 | CASH | 20DEC11 |
| PRO: OPENED | DATE | CUSTOMER NOTIFIED | CONDITIONS: | | | | |
| | 22, 10DEC11 | 13:49 20DEC11 | ENG:3.0_Liter AXL:35 | | | | |

NE OPCODE TECH TYPE HOURS
CONTACT: WILL WAIT... LINE B
DOV 3/36 CKD HISTORY COST CAP
ATTACHED

BY SIGNING THIS DOCUMENT YOU ARE
ACKNOWLEDGING THE WALNUT CREEK FORD'S
RECOMMENDED MAINTENANCE SCHEDULES
FACTORY RECOMMENDATIONS AND ARE DESIGNED TO
MEET THE DEMAND OF AREA ROAD AND WEATHER
CONDITIONS



MAKE YOUR
e-appointment
24-7 AT
www.walnutcreekford.com

| ORIGINAL | | | FINAL REVISED | | | DESCRIPTION | TOTALS |
|--|------|-------|---------------|---------------|-------------------|------------------------|--------|
| DATE | TIME | PHONE | OR IN PERSON | AUTHORIZED BY | ADDITIONAL AMOUNT | LABOR AMOUNT | 438.28 |
| REASON | | | | | | PARTS AMOUNT | 189.32 |
| DATE | TIME | PHONE | OR IN PERSON | AUTHORIZED BY | ADDITIONAL AMOUNT | GAS, OIL, LUBE | 0.00 |
| REASON | | | | | | SUBLET AMOUNT | 0.00 |
| I ACKNOWLEDGE NOTICE AND OR OF AN INCREASE IN THE ORIGINAL ESTIMATE PRICE. | | | | | | MISC. CHARGES | 21.02 |
| APPROVAL HAVE RECEIVED A COPY OF THIS INVOICE | | | | | | TOTAL CHARGES | 629.62 |
| X | | | | | | LESS INSURANCE | 0.00 |
| X | | | | | | SALES TAX | 15.62 |
| X | | | | | | PLEASE PAY THIS AMOUNT | 645.24 |

Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice.

Notice To Consumer: Please Read Important Information On Back



RECEIVED



DEALER REQUEST FOR CONSUMER AFFAIRS REVIEW

IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!

This Form is for RETAIL VEHICLES ONLY, For FLEET VEHICLES call 1-800-343-5338

DEALER INFORMATION:

Requesting Dealer Castroville Ford P&A 01906 Region & State Cinti Oh

Contact Person Joe Spaw Phone [REDACTED]

CUSTOMER/VEHICLE INFORMATION:

New or Used New WSD 05-27-09 Year/Model 2010 Fusion

VIN 3FAHP0KC7A [REDACTED] Mileage 11015

Customer Name [REDACTED]
Address [REDACTED]

City Amelia County Clermont State Oh Zip code [REDACTED]

Home Phone [REDACTED]

DETAILS of INCIDENT:

Incident Involves (Circle all that apply): Accident Y/N Fire Y/N Injury Y/N

Medical Attention Sought: Y/N

Date of Incident March 6 2010

Is customer alleging a component defect caused the incident? (Y) N If yes, what type & details Cust was parking vehicle and it accelerated on its own hitting a light pole

Was a police report filed? (Y) N If yes, where Clermont Co Sheriff's Dept

Has the Insurance Company been contacted? (Y) N What did the insurance company advise? they sent cust to our dealership

Owner's Insurance Company State Auto Agent's Name Ramir Myer

Insurance Company Phone Number (800) 766-1853

If the vehicle is a conversion unit, who is the coach builder? NA

City _____ State _____ Zip _____
OFFICE OF THE GENERAL COUNSEL
MAR 16 2010
FORD MOTOR COMPANY RECEIVED CLAIMS UNIT

RESOLUTION that CUSTOMER is SEEKING:

Cust wants vehicle repaired and to feel comfortable it is safe to drive with their family.

PROVIDE ADDITIONAL COMMENTS ON A SEPARATE SHEET OF PAPER ATTACHMENTS? Y/N, PAGES: 1

Fax to: (313) 845-5668, or (313) 845-5555

PLEASE USE THIS SHEET AS ORIGINAL AND DUPLICATE AS NEEDED

November 2005

Ford Motor Company - Ford Motor Vehicle Assurance Company

9-35

All Action Details for Issue

Print

VIN: 3FAHP0KC7AP [REDACTED] Year: 2010 Model: FUSION Case: 444220710
 Name: [REDACTED] Owner Status: Original WSD: 2009-08-08
 Symptom Desc: ACCELERATOR PEDAL STICK/BIND Primary Phone: [REDACTED]
 Reason Desc: LEGAL - INSURANCE COMPANY SETTLEMENT Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER TO CONTACT THEIR INSURANCE COMPANY FOR ASSISTANCE
 Dealer: [REDACTED] Origin Desc: US CONCERN CASE BASE
 Odometer: 11000 MI Comm Type: PHONE
 Analyst Name: PRICE TYNIA Analyst: TPRICE53
 Action Date: 03/12/2010 Action Time: 12:20:21.722 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: 1. DATE OF THE ACCIDENT MARCH 6, 2010. 2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT THE ACCELERATOR PEDAL STUCK. 3. IF THERE WERE ANY INJURIES SUSTAINED NO. 4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED PULLING INTO A PARKING SPOT AT A LIBRARY. 5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. YES. 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. WORKING WITH INSURANCE. 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. PENDING INVESTIGATION BECAUSE ALLEGING FORD IS RESPONSIBLE. 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. NO PHYSICAL DAMAGE ON VEH. 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). 12. WHAT THE CUSTOMER IS SEEKING -WANTS FORD TO REPLACE ANY PART REGARDS TO THE ACCLERATOR-IN VEH WITH HUSBAND AND ENGINE REVVED UP AND WENT OVER EMBANKMENT-FEELS FORD SHOULD PAY THE DAMAGES TO THE LIGHT POLE AND OTHER CARS THAT WERE DAMAGED. DEALER SAID: --NONE--CRC ADVISED YOUR INSURANCE COMPANY HAS THE RIGHT TO PURSUE CLAIMS FOR REIMBURSEMENT AGAINST FORD. HOWEVER, FORD WILL BE UNABLE TO INVESTIGATE YOUR CLAIM AS REPAIRS TO YOUR VEHICLE HAVE BEEN PERFORMED AND YOU ARE CURRENTLY IN THE PROCESS OF PURSUING A CLAIM WITH YOUR INSURANCE COMPANY.

Ford Confidential



DP12-006 000818LC

Report# : ACJB9014 NHL **Received:** 03/10/2010
CCRG/EPRC:S **Reviewed Status:** **Date:** 03/10/2010
Vehicle: 2010,FUSION,SPT **Build Date:** 05/27/2009
 FWD,SEDAN ,3FAHP0KC7AR [REDACTED]
Odometer : 11,015 M **Engine:** 3.5L 4V **Calibration:** ADE1FLOA
Transmission: 6SPD AISIN **Axle:** 3.33 **A/C:** YES
 RATIO
Dealer: USA 01906 Mike Castrucci Ford Sales, Inc **Phone#:** (513) 248-1402
City: Milford **State:** Ohio **Country :** USA
Originator: SAMUEL WILSON
Symptom: 6 12 0 00 DRVABL,SURGE,OTHER-CODE NA,OTHER-CODE NA
Status:
VFG: V44 POWERTRAIN MALFUNCTION
Additional Symptom: ALLEGED UNINTENDED ACCEL
Fix: **Causal Component :**
Condition Code:

Hotliner: RJANOVIC **Phone:** 000 317-6306 **Regn Cd:** G3 Cincinnati
Engineering: **Phone:** **TAR:**
Dir Contact: SAMUEL WILSON **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:

REPAIR: 03/10/2010 04:22PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE
 WEB FORM DATA - CONCERN: VEHICLE WILL ACCELERATE ON ITS OWN AND WAS
 IN AN ACCIDENT DUE TO PROBLEM. DIAGNOSTICS: SELF TESTS PASS NO
 DTCS. RAN OASIS AND FOUND NO MESSAGES PERTAINING TO CONCERN. ROAD
 TESTED AND COULD NOT VERIFY CONCERN. PARTS REPLACED:: NONE TECH
 QUESTION: IS THERE ANY KNOWN CONCERNS WITH UNWANTED
 ACCELERATION? WHAT IS BARO PID READING? 14.5 WHAT IS THE
 MEASURED MECHANICAL FUEL PRESSURE? 65PSI

RECOMM 03/10/2010 04:22PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE
 SAMUEL, IF THE VEHICLE WAS IN AN ACCIDENT DUE TO AN ALLEGED
 UNINTENDED ACCEL, DO NOT INITIATE REPAIRS. INSTEAD, THE DEALER WILL
 HAVE TO FAX OR EMAIL THE CONSUMER AFFAIRS REVIEW FORM IN TO FORD. THIS
 FORM IS LOCATED AT FMCDEALER.COM. (IF THE VEHICLE INVOLVED HAPPENS TO
 BE A FORD FLEET CUSTOMER'S VEHICLE, THE DEALER MUST CALL FORD FLEET
 VEHICLES AT THE TOLL FREE NUMBER LISTED ON THE REQUEST FOR CONSUMER
 AFFAIRS REVIEW FORM (800-343-5338). THE TECHNICAL HOTLINE HAS NOT
 SEEN THE FORD ELECTRONIC THROTTLE CONTROL SYSTEM HAVE A FAILURE THAT
 CAUSES THE VEHICLE TO ACCELERATE BY ITSELF. THE WAY THIS SYSTEM IS



3/16/2010

DESIGNED AND REDUNDANCIES IN PLACE, IF THERE IS A FAULT WITHIN (CIRCUIT-RELATED, ETB-RELATED, OR APP-RELATED) IT WILL PUT THE VEHICLE INTO FAILSAFE MODE (FAILURE MODE EFFECTS MANAGEMENT - FMEM). IT MAY BE POSSIBLE THAT THIS CONDITION IS INDUCED BY INADVERTENTLY PRESSING BOTH THE BRAKE PEDAL AND ACCELERATOR PEDAL SIMULTANEOUSLY. PLEASE EXPLAIN THE REDUNDANT SAFETY FEATURE OF THE ELECTRONIC THROTTLE CONTROL SYSTEM TO THE CUSTOMER. ANOTHER CAUSE OF THE CONDITION EXPERIENCED IS INTERFERENCE FROM THE FLOOR MAT OR THE ADDITION OF AFTERMARKET FLOORMATS.

Requester: ATAYLO29

Report Summary

Server: ECCWS686

Ford Proprietary, Private

16-Mar-2010

Retention: None

3/16/2010



IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!

Dealer/Fleet Request For OGC Review

*****Note: this form is for Retail and Fleet vehicles*****

Pursuant to the W&P Manual, the service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

Note: All fields are required and must be filled in accordingly before submitting this form

NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555

DEALER INFORMATION

Dealership/Fleet Name: World Ford-Pensacola
 Requesting Dealer/Fleet: World Ford- Pensacola
 P&A Code: 04962
 Contact Person: Ken Brokaw
 Title: Service Manager
 Phone Number: 850-266-2103
 Fax Number: 850-476-1590
 Email Address: kbrokaw@worldford.com
 Region: SouthEast
 Address: 6397 Pensacola Blvd.
 City: Pensacola
 State:
 Zip Code: 32505

CUSTOMER/VEHICLE INFORMATION

WSD:
 Vehicle Year:
 Vehicle Model: Fusion
 Vehicle VIN: 3fahp0ha5ar [REDACTED]
 Mileage: 17697
 Customer/Fleet Name: [REDACTED]
 Street Address: [REDACTED]
 City: Pensacola

FORD MOTOR COMPANY
 RECEIVED
 CLAIMS UNIT
 JUN 01 2011
 OFFICE OF THE
 GENERAL COUNSEL



5/23/2011

FCSDDFROGC

State:

Zip Code: 32534

Home Phone: 

Work Phone: 

Region: SouthEast

DETAILS OF INCIDENT

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

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

Incident Involves:

Accident Fire Injury Medical Attention Sought

Date of Incident: 5/19/2011

County in which incident occurred: Santa Rosa

Is customer alleging a component defect CAUSED the incident? Yes No

Customer states throttle stuck and vehicle went over curb.

If yes, what type & details:
If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap

Was a police report filed? Yes No

If yes, where:

Has the insurance company been contacted? Yes No

Did not contact insurance company.

What did the insurance company advise?

Name and phone number of owner's insurance company & agent's name: Ccustomer doesnt know. Is all handled through work.

If the vehicle is a conversion unit, who is the coach builder?

City:

State:

Zip Code:



5/23/2011

FCSDDFROGC

World Ford of Pensacola

Vehicle Location:

Attorney Information (if applicable):

CVO Contact (if applicable - Fleet Only):

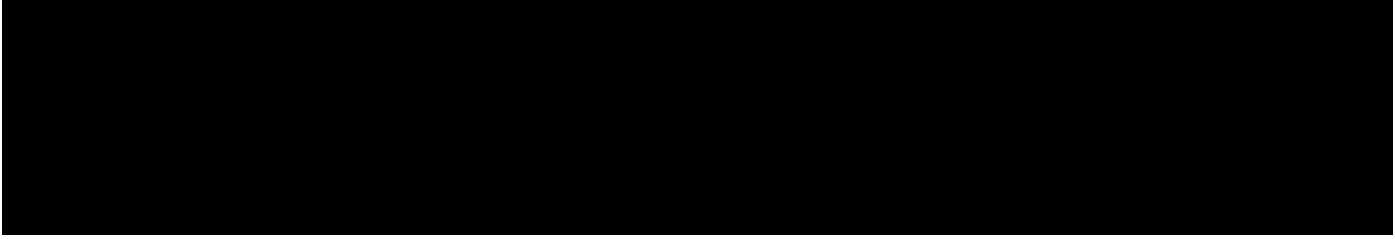
RESOLUTION THAT CUSTOMER IS SEEKING:

COMMENTS:

Submit Request

Powered by: InfoPath Forms Services

5/23/2011



State Farm Insurance Companies



State Farm Insurance
PO Box 82613
Lincoln, NE 68501-2613

Watts: 1-800-403-5088
Fax: 1-507-280-2179

June 6, 2011

JUN 7 2011 SC

Ford Motor Co
Ford Motor Co.
PO Box 70
Dearborn, MI 48121-0700

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

*Maggie
D039623*

RE: Claim Number: [REDACTED]
Date of Loss: May 24, 2011
Our Insured: [REDACTED]
Vehicle: 2009 Ford Escape HEV
VIN Number: 1FMCU49389K [REDACTED]

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
JUN 13 2011

JUN 13 2011

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
GENERAL COUNSEL

Dear Claims dept:

The identified 2009 Ford Escape HEV is insured by State Farm Mutual Automobile Insurance Company. This 2009 Ford Escape HEV experienced a Unwanted acceleration, State Farm would like to give you an opportunity to inspect the 2009 Ford Escape HEV and give you advance notice of our potential subrogation claim.

Please contact me at the number below to set up a time for your inspection.

Sincerely,

[REDACTED]

Corey Petska
Claim Representative
(402) 327-4083

State Farm Mutual Automobile Insurance Company

DRP27359



**Service of Process
Transmittal**

10/22/2010

CT Log Number 517487263



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

RE: **Process Served in Indiana**

FOR: Ford Motor Company (Domestic State: DE)

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

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

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

COURT/AGENCY: Lake County Superior Court, IN
Case # 45D041009PL00085

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - Failure to repair defective engine and transmission on Plaintiff's 2009 Ford Escape, VIN 1FMCU03GX9K [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Indianapolis, IN

DATE AND HOUR OF SERVICE: By Certified Mail on 10/22/2010 postmarked on 10/19/2010

APPEARANCE OR ANSWER DUE: Within 23 days

ATTORNEY(S) / SENDER(S): Harry C. Bradley
Krohn & Moss, Ltd.
120 West Madison Street
10th Floor
Chicago, IL 60602
312-578-9428

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794043641057
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: C T Corporation System
PER: Amy McLaren
ADDRESS: 251 E. Ohio Street
Suite 1100
Indianapolis, IN 46204
TELEPHONE: [REDACTED]

Page 1 of 1 / KB

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

STATE OF INDIANA)
) S.S.
COUNTY OF LAKE)

County Courthouse
2293 N. Main St.
Crown Point, IN 46307
(219) 755-3461

[REDACTED]
Plaintiff(s)
2010 SEP 27 10:19 AM
FORD MOTOR COMPANY
Defendant(s)

Cause No: 43D041009PL00095

SUMMONS

THE STATE OF INDIANA TO THE DEFENDANT:

FORD MOTOR COMPANY
c/o CT Corporations
251 E. Ohio Street, Suite 1100
Indianapolis, Indiana 46204

You have been sued by the person(s) identified as "Plaintiff" in the Court stated above.

The nature of the suit against you is stated in the COMPLAINT which is attached to this SUMMONS. It also states the demand which Plaintiff has made against you.

You must either personally or by your attorney file your written answer to the COMPLAINT with the Clerk within twenty (20) days commencing the day after this SUMMONS and the COMPLAINT were personally served upon you or your agent or left for you by the Sheriff or other process server.

In the event the SUMMONS and COMPLAINT were left for you and you then receive by first class mail (not certified) a copy of the SUMMONS alone, this mailing is merely a confirmation that the SUMMONS and COMPLAINT were previously left for you. You should not consider the date on which you receive the mailed SUMMONS as the commencement date for the time period allowed for your answer. Rather, the time period allowed for your written answer commences on the date when the SUMMONS and COMPLAINT were first personally served upon you or your agent or left for you by the Sheriff or other process server.

However, if you or your agent first received the SUMMONS and the COMPLAINT by certified mail, you have twenty-three (23) days from the date of receipt to file your written answer with the Clerk.

If you fail to answer the COMPLAINT of the Plaintiff within the times prescribed herein, judgment will be entered against you for the Plaintiff has demanded.

If you claim against the Plaintiff arising from the same transaction or occurrence, you may be required to assert such claim in writing together with your written answer.

The following manner of service is hereby designated: Certified Mail by attorney.

KROHN & MOSS, LTD.
Harry C. Bradley
Attorney for Plaintiffs
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 24103-49

Date:

Michael Brown 10-5-10

CLERK OF THE LAKE CIRCUIT AND SUPERIOR COURTS

By: _____
Deputy Clerk

[Signature]

A830

IFMCU03GX9K [REDACTED] for valuable consideration (A copy of Plaintiff's purchase contract is attached hereto and marked as Exhibit "A").

4. The price of the Escape, excluding registration charges, document fees, sales tax, and other collateral charges, such as bank and finance charges, totaled more than \$22,709.49

5. In consideration for the purchase of the Escape, Manufacturer issued and supplied to Plaintiffs 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 the Seller's place of business.

8. Manufacturer's authorized selling agents, including the 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 the 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs' purchase of the subject vehicle that is not reflected on Plaintiffs' 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 February 2, 2009, Plaintiff took possession of the Escape and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Escape.

16. The defects described below violate the express written warranties issued to Plaintiffs by Manufacturer, as well as the implied warranty of merchantability.

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

- a. Defective engine as evidenced by the lack of throttle response and an inoperative power control module;
- b. Defective transmission as evidenced by the vehicle not accelerating; and
- c. Any additional defects as contained on repair orders of Manufacturer's authorized dealerships.

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

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

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

21. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Escape.

22. As a result of these defects, Plaintiffs revoked acceptance of the Escape in writing on July 23, 2010 (A copy of said letter is attached hereto and marked as Exhibit "B").

23. At the time of revocation, the Escape 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 Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

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

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

27. Plaintiffs did not submit to Manufacturer's informal dispute procedure prior to filing this Complaint as Manufacturer's informal dispute mechanism is not certified by the Indiana Attorney General (See Exhibit "C").

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

28. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

29. Plaintiffs are purchasers of a consumer product who received the Escape during the duration of a written warranty period applicable to the Escape and who are 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 Plaintiffs.

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 Plaintiffs' Complaint in that the Escape was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

33. Plaintiffs' purchase of the Escape 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 Escape to repair the Escape or take other remedial action free of charge to Plaintiffs with respect to the Escape in the event that the Escape failed to meet the specifications set forth in said undertaking.

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

35. Said purchase of Plaintiffs' Escape was induced by, and Plaintiffs relied upon,

these written warranties.

36. Plaintiffs have met all of Plaintiffs' 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, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiffs pray 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. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

39. The Escape purchased by Plaintiffs were 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 Plaintiffs.

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, Plaintiffs' Escape 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 Escape was intended.

43. The Escape 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 Escape render the Escape unfit for the ordinary and essential purpose for which the Escape was intended.

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

WHEREFORE, Plaintiffs pray 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 III
REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)
OF THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

46. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

47. Manufacturer's tender of the Escape was substantially impaired to Plaintiffs.

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, 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
INDIANA MOTOR VEHICLE PROTECTION ACT

49. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

50. Plaintiffs have presented the Escape to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (4) or more times for the same defects and/or non-conformities, and those defects and/or non-conformities continue to exist and/or the Escape has been out of service for thirty (30) business days and the non-conformities continued to exist after the thirtieth (30th) business day.

51. Pursuant to the Act, the Escape does not conform to the express warranties issued to Plaintiffs by Manufacturer.

52. Pursuant to the Act, Plaintiffs are 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, Plaintiffs, [REDACTED] pray for judgment against Manufacturer as follows:


- a. Return of the Escape's purchase price and all incidental and consequential damages incurred by Plaintiffs;

- b. Incurred and/or needed costs of repair;
- c. Return of all finance charges incurred by Plaintiffs for the Escape;
- d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiffs, and;
- e. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiffs demand trial by jury on all issues in this action.

Respectfully Submitted,
**BRIAN KUJAWSKI and
SUSAN KUJAWSKI**

By: 
Attorney for Plaintiffs

Harry C. Bradley
KROHN & MOSS, LTD.
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 24103-49

EXHIBIT A

RETAIL ORDER FOR A MOTOR VEHICLE

02/02/09

TO SMITH FORD OF LOWELL, INC.
 DEALER'S NAME
 1777 E. COMMERCIAL AVE.
 STREET ADDRESS
 LOWELL IN 46356
 CITY STATE
 JUSTIN R MIRACLE-KIN
 SALESPERSON

[REDACTED]
 NAME
 ADDRESS
 CITY STATE ZIP
 RES PHONE BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW USED
 YEAR 2009 MAKE FORD TRUCK MODEL OR SERIES ESCAPE BODY TYPE 4DR COLOR SPORT BLUE
 VIN 1FMCU036X9K [REDACTED] STOCK NO 10599 TO BE DELIVERED ON OR ABOUT

| | | | |
|---------------------------------|-------------|--|------------|
| CASH DELIVERED PRICE OF VEHICLE | \$ 22709.49 | USED VEHICLE TRADE-IN AND/OR OTHER CREDITS | |
| ACCESSORIES | \$ | MAKE OF TRADE-IN | FORD |
| DOC FEE | 75.00 | YEAR | 2001 |
| LICENSE FEE | 15.00 | MODEL | ESCAPE |
| | | BODY | |
| | | VIN | |
| | | BALANCE OWED TO | NONE |
| | | ADDRESS | |
| | | USED TRADE-IN ALLOWANCE | \$ 5000.00 |
| | | BALANCE OWED ON TRADE-IN | NONE |
| | | NET ALLOWANCE ON USED TRADE-IN | \$ 5000.00 |
| | | DEPOSIT OR CREDIT BALANCE | 6500.00 |
| | | DOWN PAYMENT (Trans. to Left Col.) | \$ |

| | | |
|--|-------------|-------------|
| | | REMARKS |
| | | DEAL # 4690 |
| CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE | \$ | |
| STATE AND LOCAL TAXES | 1239.66 | |
| LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE | | |
| 1 TOTAL PRICE OF UNIT | \$ 24039.15 | |
| 2 DOWN PAYMENT: consisting of \$ 6500.00 in cash and/or \$ 5000.00 net trade-in allowance on trade-in; see statement in right hand column for details. | \$ | |
| 3 UNPAID CASH BALANCE DUE ON DELIVERY (difference between Items 1 and 2) | \$ 12539.15 | |

Attention Used Car Buyers: If you are buying a used vehicle with this contract, federal regulations may require a special buyers guide to be displayed on the window of the vehicle THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED"

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same of legal age, and hereby acknowledge receipt of a copy of this order.

[REDACTED] 02/02/09 DATE ACCEPTED BY: *Justin R Miracle-Kin* DEALER OR AUTHORIZED REPRESENTATIVE

EXHIBIT B

Krohn & Moss, Ltd.

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

Main Office

120 West Madison, 10th Floor

Chicago, Illinois 60602

www.krohnandmoss.com

Writer licensed to practice
only in:
Indiana

July 23, 2010

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

RE: [REDACTED] v. Ford Motor Company

Our Clients: [REDACTED]
Vehicle: 2009 Ford Escape
Date of Delivery: February 2, 2009
VIN: 1FMCU03GX9K [REDACTED]
Our File No.: H10003316S

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against American Honda Motor Company pursuant to the Federal Magnuson-Moss Warranty Act and/or Indiana 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 as evidenced by the lack of throttle response and an inoperative powertrain control module;

July 23, 2010

2. Defective transmission as evidenced by the vehicle not accelerating; and
3. 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 [REDACTED] 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. Rester v. Morrow.

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 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

July 23, 2010

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.



Harry C. Bradley
Attorney at Law

cc: [Redacted]
HB/jh

EXHIBIT C



STATE OF INDIANA
OFFICE OF THE INDIANA ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION

302 W WASHINGTON STREET, 5111 FLOOR - INDIANAPOLIS, IN 46204-2770

www.IndianaConsumer.com

GREG ZOELLER
INDIANA ATTORNEY GENERAL

PHONE: 317 252 6550
FAX: 317 233 4393

February 13, 2009

Harry C. Bradley
Krohn & Moss, Ltd.
120 West Madison, 10th Floor
Chicago, IL 60602

**RE: Indiana Lemon Law
Certified Informal Dispute Resolution Programs**


Dear Mr. Bradley:

The informal dispute programs certified by the Indiana Attorney General's office pursuant to Indiana Code §24-5-13-19, are:

General Motors, including Saturn;
Volkswagen of America;
Mitsubishi Motors of America;
Kia Motors America; and
Isuzu Motors America.

If I can provide additional information, feel free to call me at (317) 233-4738.

Sincerely,


E. Paige Boggs
Certified Legal Intern
Consumer Protection Division

EPB: 601698

ISSUE LIST

| Last Handling Date/ Issue Status | Name/ Reason Desc | Vin/ Case No. | Model Year and Vehicle Line | Issue Type |
|-------------------------------------|---|-------------------------------------|--------------------------------|---------------|
| 8/18/2010 CLOSED | SUSAN KUJAWSKI CLP - IN - SERVICE REPAIR - AT RISK | 1FMCU03GX9K [REDACTED] 576801540 | 2009 ESCAPE | 04 |
| 8/3/2010 CLOSED | SUSAN KUJAWSKI CORRESPONDENCE - CORRESPONDENCE | 1FMCU03GX9K [REDACTED] 576801540 | 2009 ESCAPE | 01 |

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU03GX9KA49973 Year: 2009 Model: ESCAPE Case: 576801540
 Name: SUSAN KUJAWSKI Owner Status: Original WSD: 2009-02-02
 Symptom Desc: Primary Phone:
 Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone:
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALL THE CRC TO DISCUSS THIS MATTER

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE CSR

Odometer: 18165 MI

Comm Type: SURVEY

Analyst Name: WILLIS, CHRISTOPHER Analyst: CWILL647

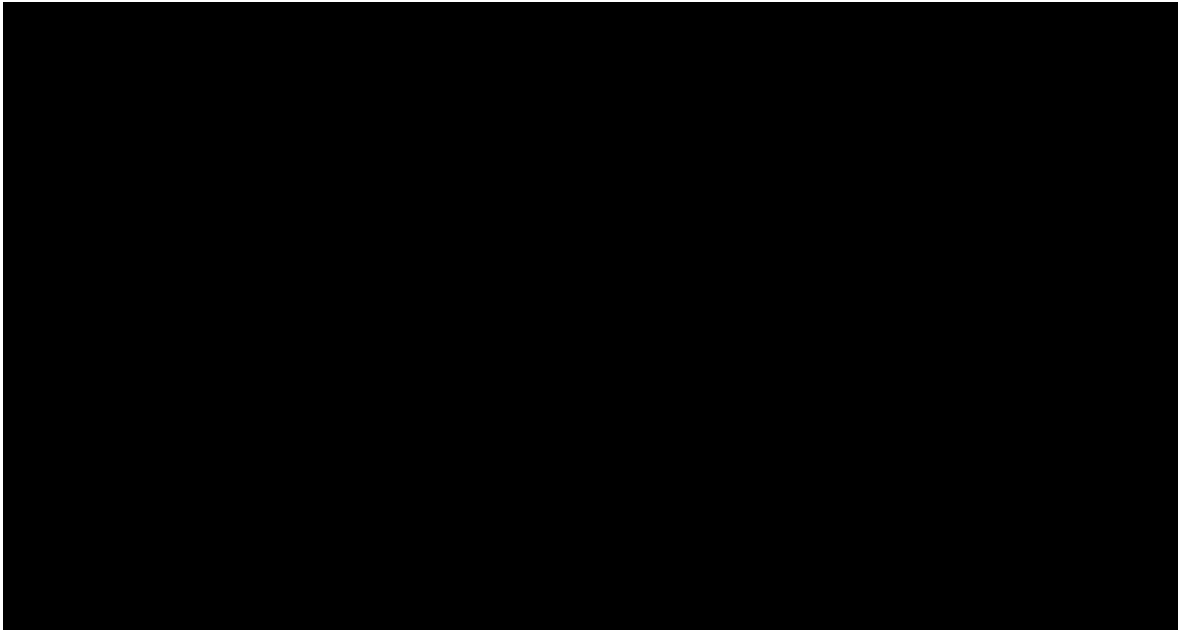
Action Date: 06/03/2010

Action Time: 16.01.18.079 Action Data: No

Comments CUSTOMER SAID: ONLINE SERVICE SURVEY FOR 5-19-2010; CUST SAYS THEY NEED TO GO BACK A 3RD TIME NOW TO TRY AND FIX ISSUE W/ HESITATION WHEN PUSHING GAS PEDAL.DEALER SAID: SMITH FORDOF LOWELL, INC. SELLING DEALERS P & A CODE: 01580 SELLING DEALERS SALES CODE: F41436 SELLING DEALERS MAIN PHONE: 219-696-8971CRC ADVISED: CALL THE CRC TO DISCUSS THIS MATTER*NEXT REP: VERIFY IF ISSUE CURRENTLY OCCURRING TOWARD ESCALATION TO CCST (2 OR MORE REPAIR ATTEMPTS) FOR HESITATION WHEN PUSHING GAS PEDAL.**SALD**

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▪



Krohn & Moss, Ltd.

Arizona, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Texas, Wisconsin, Washington, DC

Main Office

10 N. Dearborn St., 3rd Floor

Chicago, IL 60602

www.krohnandmoss.com

will GA3
wf

February 23, 2012

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

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2009 Ford Escape
VIN: 1FMCU03759K [REDACTED]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective transmission as evidenced by erratic RPM, vehicle surging while driving, transmission slipping and harsh shifting; and
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Should you elect to make a final attempt to repair any of these defects, please

Krohn & Moss, Ltd.

Arizona, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Texas, Wisconsin, Washington, DC

Main Office

10 N. Dearborn St., 3rd Floor

Chicago, IL 60602

www.krohnandmoss.com

will GA3
HP



February 23, 2012

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

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2009 Ford Escape
VIN: 1FMCU03759K [REDACTED]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective transmission as evidenced by erratic RPM, vehicle surging while driving, transmission slipping and harsh shifting; and
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Should you elect to make a final attempt to repair any of these defects, please

contact me directly within the next seven days. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. [REDACTED] 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. [REDACTED], 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. [REDACTED] v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

February 23, 2012

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.



E. Scott Forias
Attorney at Law

ESF/m

cc: 

Dublin Ford Lincoln Mercury, Inc.
P.O. Box 1406
Dublin Ga 31040
702 East Jackson Street
Dublin, GA. 31021

Date 3/26/12

Send to: WANNETTA

Fax number _____

From 1 866 934-4841 FRANK SURIN

Phone number: [REDACTED]

Comments: [REDACTED]

2009 ESCAPE DAYS OUT
OF SERVICE 2/18/12 TO 2/28/12



DUBLIN FORD LINCOLN MERCURY INC.
 702 E JACKSON ST - P.O. BOX 1406
 DUBLIN, GA 31021
 (478) 272-0511

P & A CODE: D7632 (CHECK APPROPRIATE BOX)

| | | |
|--|--|--|
| <input type="checkbox"/> CLAIMS REVIEW | <input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM | <input type="checkbox"/> PARTS SCRAP OUT |
|--|--|--|

\$ PARTS \$ LABOR \$ TOTAL

 AUTHORIZED SIGNATURE AND DATE

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

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

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
 I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on below vehicle to secure the amount of repairs thereto.*

| | | | | | |
|------------------------------------|-----------|------------------------------------|-------------------------|--------------------------------|-----------------|
| Advt: 017 FRANCIS W. BURINE | Tag: 9999 | License: [REDACTED] | 1ENCUC375 91 [REDACTED] | Page: 1 | Invoice: W62908 |
| SWAINSBORO, GA Home: [REDACTED] | | SWAINSBORO, GA Home: [REDACTED] | | | |
| Odometer in: 39728 | Out: | Dist: 1FA MAR W | Final | 09 FORD ESCAPE XLT FWD 4DR SUV | |
| Invoiced: 02/29/12 17150 FB | | Inservice: 07/16/09 | | Production: 01/06/09 | |

| Concern | 51 | CUST STATES HARD SHIFT AT TIMES | Operation | Tech Units | Amount |
|------------|------|---|---------------------------------------|------------|---------|
| Cause | | INTURNIAN PROBLEM PER TEC LINE | 7000AXQ | 210 0.2 | 16.40 |
| Correction | | EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR) HAS 2 3 DOWN SHIFT SELF TEST NO DTC FOUND DONE TWO RESTRATEGY DID NOT FIX PROBLEM CONTACTED TEC LINE CONTACT ID 105164949 CHECK LINE PRESSURE PER TEC LINE WERE THE SAME FORD SAID AT THIS POINT RECOMMENDED TO REPLACE TRANS ASSY DID COST CAP AND TEC LINE WILL O | | | |
| | 51-1 | AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH | 7000A11 | 210 0.4 | 32.80 |
| | 51-2 | EXTRA TIME TO UPDATE NEW SOLENOID BODY STRATEGY AND ROAD TEST. | 7000A28 | 210 0.5 | 41.00 |
| | 51-3 | AUTOMATIC TRANSMISSION - - DIAGNOSTIC PIN POINT TEST | 7000F45 | 210 0.2 | 24.60 |
| | 51-4 | AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSIS | 7000F | 210 1.3 | 106.60 |
| | 51-5 | AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE | 700A | 210 4.3 | 352.60 |
| Parts | | Part Number PO# Note Description | Qty | List | Bill |
| | | FMC 9L82 7000 CRM HANDLE | 1 | 310.00 | 310.00 |
| | | FMC XT 10 QLVC AUTOMATIC TRAN REMFG | 1 S | 2179.00 | 2179.00 |
| | | CONCERN I P56 OIL - AUTOMATIC TRAN | 4 | 7.31 | 7.31 |
| | | COND CODE I 42 | | | |
| | | FP- 9L827000CRM | | | |
| | | Line Auth: BURINEFR 02/29/12 17:48 | | | |
| | | Line Auth: 02/21/12 09:48 | | | |
| Type: N | | | TOTAL CHARGE FOR CONCERN 3075.64 | | |

DISCLAIMER OF WARRANTIES

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

X



DUBLIN FORD LINCOLN MERCURY INC.
 702 E JACKSON ST - P.O. BOX 1406
 DUBLIN, GA 31021
 (478) 272-0511

| | | | | |
|---|--|--|--|-------------|
| P & A CODE: 07532 | | | (CHECK <input type="checkbox"/> APPROPRIATE BOX) | MILEAGE OUT |
| <input type="checkbox"/> CLAIMS REVIEW | <input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM | <input type="checkbox"/> PARTS SCRAP OUT | | |
| \$ | \$ | \$ | | DATE OUT |
| PARTS | LABOR | TOTAL | | |
| AUTHORIZED SIGNATURE AND DATE | | | | |
| <small>ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF INVENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.</small> | | | | |
| (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON | | | | (DATE) |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
 I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on below vehicle to secure the amount of repairs thereto.

| | | | | | |
|----------------------------|-----------|---------|--------------|---------|-----------------|
| Adv/ 017 FRANCIS M. BURINE | Tax/ 9899 | License | 1FMCU0375 9K | Page: 2 | Invoice: W62908 |
|----------------------------|-----------|---------|--------------|---------|-----------------|

| | | | |
|-----------------|-----------------|----------|----------|
| Invoice: W62908 | Original/Dealer | WARRANTY | WARRANTY |
|-----------------|-----------------|----------|----------|

| | |
|--------------------------------|--------------------------------|
| Invoiced: 02/29/12 17:50:32 FS | 09 FORD ESCAPE XLT FWD 4DR SUV |
|--------------------------------|--------------------------------|

| | |
|---------------------------------------|---|
| Summary of Charges for Invoice W62908 | Payment Distribution for Invoice W62908 |
|---------------------------------------|---|

| | | | |
|----------------|---------|--------------|--------------------|
| PARTS | 2208.54 | TOTAL CHARGE | 3097.54 |
| BODY SHOP MAT | 310.00 | | |
| LAB-MECHANICAL | 557.60 | WARRANTY | 3097.54 |
| SUB-TOTAL | 3075.84 | | |
| SALES TAX | 21.70 | | |
| TOTAL CHARGE | 3097.54 | | \$ 3,075.82 |

If you have any questions - please see FRANCIS M. BURINE

* PLEASE LET US KNOW IMMEDIATELY IF YOU ARE NOT COMPLETELY SATISFIED *
 * WITH THE WARRANTY WORK WE PERFORMED FOR YOU *
 * PLEASE TAKE THE TIME TO FILL OUT THE SURVEY FORD WILL SEND YOU *
 * WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO SERVING YOU AGAIN *

pd
2-27-12
2-28-12

Last Page

DISCLAIMER OF WARRANTIES

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

X



702 E JACKSON ST - PO, BOX 1406
 DUBLIN, GA 31021
 (478) 272-0511
 P& A CODE: 07532

DUBLIN FORD LINCOLN MERCURY

DISCLAIMER OF WARRANTY
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TERMS CASH UNLESS ARRANGEMENTS MADE
 I hereby authorize the repair work hereon to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or manufacturer. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An agreed mechanic's lien is hereby acknowledged on better vehicle to secure the amount of repairs thereto.

| ADJ. PERSON WHO MAY AUTHORIZE REPAIR WORK | | | | |
|---|-------|----------|---------|----------------------|
| NAME | PHONE | BY AUTH. | DATE | ADJ. AUTHORIZED ADJ. |
| PERSON CALLED | TIME | DATE | BY ADJ. | ADJ. AUTHORIZED ADJ. |
| PERSON CALLED | | | | |
| PERSON CALLED | | | | |

| CUSTOMER SIGNATURE | | | |
|--------------------|----------|--------|-----------------|
| RECEIVED | PROMISED | PERIOD | CROSS RESIDENCE |
| | | | |

TOTAL JOB PRICE \$

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

INSTRUCTIONS ON WORK TO BE DONE PG 1 OF 1

| 51* PAY TYPE: W | CC: P66 | RT. | OPER. CODE | TIME | CLOCK |
|---------------------------------------|---------|-----|------------|------|-------|
| CUST STATES HARD SHIFT AT TIMES | | | | | |
| Has Hard 3-2 Down Shift. | | | | | |
| Set First NO DTG's found | | | | | |
| Done 2 strategies did not fix & trade | | | | | |
| Called Ford because all the work done | | | | | |
| on it. Bill told me to check line | | | | | |
| pressure P.D. and Aural line pressure | | | | | |
| that where both the same. Rebranded | | | | | |
| Replaced Trans. & D.D. | | | | | |
| Re Done States Numbers to | | | | | |
| Trans Range & Opt. Drive. OK | | | | | |
| NO leaks. OK. | | | | | |
| Sol Start 3401120 | | | | | |
| Oil Body 3505601 | | | | | |

RO 62908 *TAG 9999* LIC: GA NONE SVC ADV: 017 FRANCIS M. SURINE
 09 **VIN: 1FMCU0375 9K [REDACTED]**
 FORD ESCAPE
 XLT FWD 4DR SUV
 LICENSE: GA NONE TRUCK
 SWAINSBORO
 GA [REDACTED]
 EMANUEL SVC DLR: 800219

IN-SVC: 071609 PROD: 010609
 ODOMETER: CURRENT: 39726
 AVG PER DAY: PER MONTH:

HOME: [REDACTED] DIST CODE: 1FA

EXTENDED SVC PLAN: TYPE: 968 NUMBER: USA 2009 NEW 72 DEDUCTIBLE: 100.00
 IN FORCE: Y MILEAGE: 100000 EXPIRES: 071615
 02/14/12 12:09:00

RO NOTE: FIRST VISIT ****PROMISED DATE: 02/14/12 TIME: 1800****

TAG 9999 **RO 62908** SVC ADV: 017 VIN: 1FMCU0375 9K [REDACTED]

| REG | DATE | LAST SERVICE PERFORMED | MILEAGE | ADV | PARTS | LABOR | EST. H | EST. LAB | EST. PARTS | EST. HOURS | DESCRIPTION |
|-----|------|------------------------|---------|-----|-------|-------|--------|----------|------------|------------|-------------|
| | | | | | | | | | | | |

 * INQUIRY PERFORMED FOR: RO# ADV# 017
 * CUSTOMER NAME: [REDACTED]

1FMCU03759 [REDACTED] 02/14/2012 11:01:05
 2009 ESCAPE 4 DR XLT MPV 4X2

2.5L DOHC 9M71A20A 6 SPEED AUTO 6F MID AXLE CD: 96
 *WARRANTY START DATE 07/16/2009 BUILD DATE 01/06/2009 START ODOM
 NO CAMPAIGN MESSAGE(S) FOUND

THIS VEHICLE HAS A CLOSED CUDL REGION CONTACT

*EXTENDED COVERAGES
 968 USA 2009 NEW 72/100000 PREMIUMCARE W/ROADSIDE
 STANDARD DEDUCTIBLE: 100 USD

OWNER NAME: [REDACTED]

OPTIONS;
 EXPIRATION DATE: 07/16/2015 DISTANCE: 100,000
 RENTAL: 30 USD UP TO 10 DAYS TOWING: 0 USD
 CONTRACT SOLD BY: USA 09487

ESP CONTRACT START DATE: 07/16/2009
 OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY
 DEALER: Redding Swainsboro Ford Lincol REPAIR DATE: 01/23/2012
 WARRANTY CLAIM NUMBER: 003835 ODOMETER: 038504 M
 TEST DROVE AND VERIFIED HARSH 2/3 UPSHIFT AND 4/3 DOWN SHIFT. EEC TEST NO DTC.
 CHECKED LINE PRESSURE ALL OK. CK SOENOID ALL TURN ON AND OF F WHEN COMMANDED.
 CONTACTED HOTLINE SAID TO CONFIRM FSA 10B15 HAS BEEN COMPLETED. IT HAS. CK HY
 DRAULIC CIRCUIT, AIR TEST DIRECT CLUTCH HAD LEAKAGE, R.R. TRANS DISASSEMBLED FO
 UND DIRECT CLUTCH PISTON HANGING. REPLACED PISTON & SEAL. CLEANED, REASSEMBLE
 CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

| PART NUMBER | PART DESCRIPTION | QTY | LABOR | OP |
|-------------|----------------------|-----|--------|----|
| 9L8Z 7H322A | VALVE ASY | 001 | 7000A | |
| 9L8Z 7Z490B | PLATE-CONTR VALVE BO | 001 | 7000A2 | |
| XT 10QLVC | | 008 | 7000F | |
| 9L8Z 7A252A | PISTON-TRANSMISSION | 001 | | |
| 9L8Z 7C099A | OIL SEAL FT/RR CLUTC | 001 | | |

DEALER: Metter Ford REPAIR DATE: 11/28/2011
 WARRANTY CLAIM NUMBER: 004532 ODOMETER: 036354 M
 VERIFIED CUSTOMERS CONCERN. EEC TESTED SYSTEM. NO DTC. ROAD TEST HARSH DOWN SHIF
 T AND 2/3 UPSHIFT AT TIMES. REMOVED TRANSMISSION FOUND SILVER METAL IN BOTTOM
 OF PAN. REMOVED VALVE BODY AND REPLACED. INSTALLED COMPLETE SEAL KIT, REPLACE
 D COOLER BYPASS VALVE. REASSEMBLE N D REINSTALLED. UPDATED PCM CLEAN AND RESET
 TRANSMISSION DRIVE STRATGETY ALL OK

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

| PART NUMBER | PART DESCRIPTION | QTY | LABOR | OP |
|-------------|----------------------|-----|--------|----|
| BL8Z 7A100A | CONTROL ASY TRANS MA | 001 | 7000A | |
| 9L8Z 7153A | GASKET TRANSMISSION | 001 | 7000A2 | |
| XT 10QLVC | | 009 | 7396A1 | |

DEALER: Redding Swainsboro Ford Lincol REPAIR DATE: 03/22/2011
 WARRANTY CLAIM NUMBER: 001257 ODOMETER: 025786 M
 ROAD TEST EEC TEST NO DTC. TRANSMISSION SLIPING ON 1/2, 2/3 SHIFT. REMOVED
 PAN AND VALVE AIR TEST, FORWARD CLUTCHES SLOW TO LOCK LEAK, DRAIN FLUID, FLUID
 BRUNT, REMOVED TRANSAXLE DISASSEMBLED INSTALLED UPDATED KIT AND VALVES OD, RE
 ASSEMBLED. AIR TEST OK INSTALLED ROAD TEST TRANS SHIFTS OK AT THIS TIME.
 CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

| PART NUMBER | PART DESCRIPTION | QTY | LABOR | OP |
|-------------|----------------------|-----|--------|----|
| 9L8Z 7153G | GASKET TRANSMISSION | 001 | 7000A | |
| 9L8Z 7A100C | CONTROL ASY TRANS MA | 001 | 7000A2 | |
| XT 10QLVC | | 010 | | |
| TA 29 | MOTORCRAFT BATTERY | 001 | | |

Hotline Assistance Request

VIN: 1FMCU037591 [REDACTED]
Vehicle: 2009 ESCAPE
RO Number: 62908
Contact ID: 105164949
Request Date: 02-16-2012
Technician: THOMAS TYLER

Request Form Details:

Description of vehicle concern:
cust states hard down shift from 3 to 2nd

Diagnostics performed:
scan test nd dtc trans restrategy has been done

Parts replaced:
Is on oas/s repaired

Tech's question:
solnolds body correct this problem

*COAST
CAP*

Additional Diag/Comments

Comment from: Ford **Comment Date:** 2/16/2012 3:47:37 PM
Thomas,

Due to the recent repairs that have been performed, it is recommended to contact the Technical Hotline by telephone using the Contact ID that is highlighted on this form. Please have all test results present when calling. The number for calling is 1-800-826-4694.

Comment from: DEALER **Comment Date:** 2/17/2012 10:39:05 AM

The vehicle has had repair attempts previously made. The valve body has been replaced a few times along with internal repairs. The vehicle was brought to this dealer in attempt to resolve the concern. Thomas has cleared the adaptive strategy and the concern comes back upon drive cycle. No codes present.

Comment from: FORD **Comment Date:** 2/17/2012 10:39:05 AM

Thomas,
Obtain actual line pressures of the concern and compare them to commanded pressures (LINEDSD) PID. If they do not match during the concern then replace the solenoid body. If there are no discrepancies contact the hotline by phone.

Line pressure Do match. Has NO discrepancies.
ALL SHIFT HAD ALL SAME

Additional comments or diagnostic info

You have 950 characters remaining for your response...

Hotline Assistance Request

VIN: 1FMCU03759K [redacted]
Vehicle: 2009 ESCAPE
RO Number: 62908
Contact ID: 105164949
Request Date: 02-16-2012
Technician: THOMAS TYLER

*on pids. Avail pressure
and commands (mach.)
B: 11*

Request Form Details:

Description of vehicle concern:
cust states hard down shift from 3 to 2nd

Diagnostics performed:
scan test nd dtc trans restrategy has been done
Parts replaced:
Is on oasis repaired *Adap true and test + Prune*

Tech's question:
solnoids body correct this problem

*SSA -
solnoid ~~body~~ Body
07532
IF Has Difficult
pressure Replace
solnoid Body
IF not, Reconnod
Trans.*

Additional Diag/Comments

Comment from: Ford Comment Date: 2/16/2012 3:47:37 PM
Thomas,

Due to the recent repairs that have been performed, it is recommended to contact the Technical Hotline by telephone using the Contact ID that is highlighted on this form. Please have all test results present when calling. The number for calling is 1-800-826-4694.

*p.id. - In DST Command Pressure correct
For line pressure.
look at faults to -*

Additional comments or diagnostic info

You have 950 characters remaining for your response...

[Empty text box for additional comments]

Add Comments

Print date: 2/16/2012 4:31:33 PM

Print this page