

## Repair vs. Replace Decision



**Provided for:** frank surine, service manger Dublin Ford Lincoln Mercury

**Cost Cap Result:** REPAIR

**Warranty Type:** New Vehicle Warranty

**Assembly Type:** Transmission  
**Model Year:** 2009  
**Build Date:** 1/6/2009  
**Body:** ESCAPE  
**VIN#:** 1FMCLJ03759 [REDACTED]

**Assembly Name:** 6F35 (Mid Range)

<b>P &amp; A Code</b>	07532	<b>Dealer</b>	Dublin Ford Lincoln Mercury
<b>R. O.#</b>	62908	<b>Contact</b>	frank surine

**NOTE:** The Cost Cap Tool decision listed below does NOT approve, validate or confirm a repair or vehicle's eligibility for warranty or ESP coverage.

**Repair vs. Replace Decision**

Based on the information entered, the recommended service action, in this instance, is to **REPAIR** this powertrain assembly.\*

**Note**

The Warranty (Technical Hotline) and Extended Service Plan Prior Approval Centers are authorized to negate a Cost Cap Tool Repair vs. Replace Decision and direct / approve a different service action.

**These are the parts you selected that must be replaced in order to fully complete the repair to this powertrain assembly.**

PART #	PART DESCRIPTION	QUANTITY
N/A	Direct Clutch Rebuild, Replace friction material and seals	1
N/A	Intermediate Clutch Replace, Replace (as required) piston, plates, springs, snap rings along with the friction material and seals	1
N/A	Reverse Clutch Replace, Replace (as required) piston, plates, springs, snap rings along with the friction material and seals	1
7G384	Hub & Shaft Asy - Input, Direct and OD Clutch	1
7H351	Hub Asy - Direct Clutch	1
7902	Torque Converter	1
7005	Case	1
7G391	Solenoid Asy	1

**\* Part Availability Disclaimer**

**CAUTION:** The recommended service action (repair vs. replace decision) developed by The Cost Cap Tool is made with only limited data regarding the current availability of service parts and powertrain assemblies. In certain instances the Cost Cap Tool may provide a recommended service action to "Repair" a powertrain assembly but the service parts needed to perform the repair are not currently available. Similarly, the Cost Cap Tool may provide a recommended service action to "Replace" a powertrain assembly, but the needed assembly (new or remanufactured) is not currently available. Therefore, in some instances it may be necessary to perform a service action that is different than the one recommended by the Cost Cap Tool, i.e. replace a powertrain assembly instead of repairing it or

repairing a powertrain assembly instead of replacing it. The procedure for handling and documenting these types of part availability issues is listed in sections 3 and 6 of the Warranty Policy Manual. Additionally, when a change in the service action occurs, Prior Approval may be required even though the Cost Cap Tool guidance statement may advise otherwise.

**Dealer Documentation**

NOTE: Verification of the cost cap tool decision must be retained in the dealer documentation (either electronic or hard copy).

**\*\* Prior Approval Disclaimer**

The Prior Approval Guidance Statement provided by the Cost Cap Tool is based on your dealership's status in the various prior approval programs, the information entered, and the logic contained within the Tool. However, other factors, such as part availability, repair processes, prior approval policies, ESP Panel Limits, etc. may affect what the final service action may be and when and if prior approval is required. Dealers are responsible to be aware of and follow the prior approval requirements that pertain to them. This information is available at FMC Dealer / Parts & Service tab / Warranty tab / 'My Prior Approval Programs'.



**Hotline Assistance Request**

VIN: 1FMCU03759K [REDACTED]  
Vehicle: 2009 ESCAPE  
RO Number: 62908  
Contact ID: 105164949  
Request Date: 02-16-2012  
Technician: THOMAS TYLER

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**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

**Tech's question:**

solnoids body correct this problem

**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.

**Comment from:** DEALER **Comment Date:** 2/17/2012 2:43:46 PM

SM states that no line pressure concerns were found in the PID recordings. Transmission has had several repair attempts and concern remains. Occurs when hot and only on shifts into third gear.

**Comment from:** FORD **Comment Date:** 2/17/2012 2:43:46 PM

Frank,

At this point the Technical Hotline recommends transmission replacement due to an internal tolerance concern not apparent when disassembled. Although P&A 07532 does not need an approval code for transmission repairs or replacements, you will still need to complete a Cost Cap Tool. This recommendation will override a repair decision.

[REDACTED] 2/20/2012

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Additional comments or diagnostic info

You have 950 characters remaining for your response...

[Add Comments](#)

**Print date:** 2/20/2012 8:03:34 AM

[Print this page](#)





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www.swainsboroford.com

## SERVICE INVOICE

RU 03835	VIN 1FMCU03759K	DATE IN 01/23/12	
YEAR 2009	MAKE FORD	MODEL ESCAPE	COLOR SILVER
MILES IN 38504	MILES OUT 38504	FIRST USE 07/17/09	LOC. GA LANIGAN
SEE ALSO	C: H:	SWAINSBORO GA	W- BEN
			TIME IN 15:05
			CLOSED 15:18
			01/23/12
			WREITER 0772

(1) C/S THERE IS A HARSH SHIFT WHEN ACCELERATING AND DECELERATING TEST DRIVE AND VERIFIED HARSH 2/3 UPSHIFT AND 4/3 DOWN SHIFT. EEC TEST NO DTC. CHECKED LINE PRESSURE ALL OK. CK SOLENOID ALL TURN ON AND OFF WHEN COMMANDED. CONTACTED HOTLINE SAID TO CONFIRM FSA 10B15 HAS BEEN COMPLETED. IT HAS. CK HYDRAULIC CIRCUIT, AIR TEST DIRECT CLUTCH HAD LEAKAGE, R.R. TRANS DISASSEMBLED FOUND DIRECT CLUTCH PISTON HANGING. REPLACED PISTON & SEAL. CLEANED, REASSEMBLED, DROVE, AND RETEST  
Warranty Claim Repair Type: - 11  
Customer Concern Code: P66  
Condition Code: 42  
(66- BEN-) A

7000A	42	P66	T66	77
7000F			T66	13
7000A2			T66	54
9L8Z7H322A		(VALVE ASY)		1
9L8Z7Z490B		(PLATE AND GASK)		1
XT10QLVC		(OIL - AUTOMATI)		8
(P)9L8Z7A262A		(PISTON)		1
9L8Z7C099A		(SEAL)		1

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

Next Service	Lube-Oil-Filter	W/C	INT.	CUSTOMER
<p>DISCLAIMER OF WARRANTIES</p> <p><small>Any warranties on the product sold here are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any sales or service personnel to assume for them any liability in connection with the sale of said products. Any limitations contained herein do not apply where prohibited by law.</small></p>				
<p>CUSTOMER SIGNATURE</p> <p>Page 1 of 1 Job 03835</p>			.00	
03835				
	Customer Copy			
			<p>Labor .00</p> <p>Parts .00</p> <p>Sublet .00</p> <p>Waste Dispos .00</p> <p>Oil/Grease .00</p> <p>Sub Total .00</p> <p>Tax .00</p> <p>Total .00</p>	

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 www.swainsboroford.com

ROD 03835	VIN 1FMCU03759K	DATE IN 01/23/12
YEAR 2009	MAKE FORD	TIME IN 15:05
MODEL ESCAPE	COLOR SILVER	CLOSED 15:18
MILES IN 38504	MILES OUT 38504	DATE OUT 01/23/12
FIRST USE 07/17/09	LIC. GA LANIGAN	WRITER 0772
SEE ALSO	C: H:	BEN

(1) C/S THERE IS A HARSH SHIFT WHEN ACCELERATING AND DECELERATING  
 TEST DROVE AND VERIFIED HARSH 2/3 UPSHIFT AND 4/3 DOWN SHIFT. EEC TEST NO DTC. CHECKED LINE PRESSURE ALL OK. CR SOLENOID ALL TURN ON AND OFF WHEN COMMANDED. CONTACTED HOTLINE SAID TO CONFIRM FSA 10B15 HAS BEEN COMPLETED. IT HAS. CR HYDRAULIC CIRCUIT, AIR TEST DIRECT CLUTCH HAD LEAKAGE, R.R. TRANS DISASSEMBLED FOUND DIRECT CLUTCH PISTON HANGING. REPLACED PISTON & SEAL. CLEANED, REASSEMBLED, DROVE, AND RETEST  
 Warranty Claim Repair Type: - 11  
 Customer Concern Code: P66  
 Condition Code: 42  
 (66- BEN-) A

7000A	42	P66	T66	77
7000F			T66	13
7000A2			T66	54
9L8Z7H322A		(VALVE ASY)		1
9L8Z7Z490B		(PLATE AND GASK)		1
XT10QLVC		(OIL - AUTOMATI)		8
(F)9L8Z7A262A		(PISTON)		1
9L8Z7C099A		(SEAL)		1

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

Next Service	Lube-Oil-Filter	W/C	INT.	CUSTOMER
DISCLAIMER OF WARRANTIES <small>Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of its products. Any limitation contained herein does not apply where prohibited by law.</small>				
X CUSTOMER SIGNATURE				
Page 1 of 1	Job 03835		.00	
03835		Customer Copy		
			Labor .00 Parts .00 Sublet .00 Waste Dispos .00 Oil/Grease .00 Sub Total .00 Tax .00 Total .00	





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 Metter, GA 30439  
 Toll Free: 800-972-3388  
 Local: 912-685-2141

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RD 04532	VIN 1FMCU03759K	[REDACTED]		DATE IN 11/28/11
YEAR 2009	MAKE FORD	MODEL ESCAPE XLT	COLOR SILVER	TIME IN 10:54
MILES IN 36354	MILES OUT 36354	TIRE USE 00/00/00	LIC GA LANIGAN	CLOSED 14:23
SEE ALSO	C: H:	SWAINSBORO GA	W: [REDACTED]	WRITER 5920 JOEL

CALL WHEN READY

1) C/S VEHICLE HAS A VERY HARSH SHIFT AFTER YOU DRIVEN FOR A WHILE, AND AT TIMES THE CAR WILL STALL AFTER A HARSH SHIFT VERIFIED CUSTOMERS CONCERN. EEC TESTED SYSTEM. NO DTC. ROAD TEST HARSH DOWN SHIFT AND 2/3 UPSHIFT AT TIMES. REMOVED TRANSMISSION FOUND SILVER METAL IN BOTTOM OF PAN. REMOVED VALVE BODY AND REPLACED. INSTALLED COMPLETE SEAL KIT, REPLACED COOLER BYPASS VALVE. REASSEMBLE N D REINSTALLED. UPDATED PCM CLEAN AND RESET TRANSMISSION DRIVE STRATGETY ALL OK  
 Warranty Claim Repair Type: R1 - 01  
 (Tech:10) A

7000A	T10	43
7000A2	T10	54
7396A1	T10	8
BL8Z7A100A	(CONTROL ASY -)	1
9L6Z7153A	(KIT - GASKET)	1
XT10QLVC	(OIL - AUTOMATI)	10

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

	W/C	INT.	CUSTOMER
<p><b>DISCLAIMER OF WARRANTIES</b>            Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor solicits any person to assume any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>			
CUSTOMER SIGNATURE			
Page 1 of 1	Job 6042		
04532	04532	Customer Copy	
		Labor .00 Parts .00 Sublet .00 Waste Dispos .00 Oil/Grease .00 Sub Total .00 Tax .00 Total .00	

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R/O 01257	VIN 1FMCU03759K	[REDACTED]		DATE IN 03/22/11
YEAR 2009	MAKE FORD	MODEL ESCAPE	COLOR SILVER	TIME IN 10:59
MILES IN 25786	MILES OUT 25786	FIRST USE 07/17/09	LIC. LANIGAN	CLOSED 05:06
SEE ALSO	C: (478) [REDACTED] H: (912) [REDACTED] W: [REDACTED]			WRITER BEN

1) C/S RPM GAUGE IS ERRATIC AND VEHICLE SURGES WHILE DRIVING.  
ROAD TEST EEC TEST NO DTC. TRANSMISSION SLIPPING ON 1/2, 2/3 SHIPT. 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, REASSEMBLED. AIR TEST OK INSTALLED ROAD TEST TRANS SHIFTS OK AT THIS TIME.  
Warranty Claim Repair Type: - 01  
Customer Concern Code: P66  
Condition Code: 42  
(66- BEN-) A .....(Warranty).....

7000A	42	P66	T66	43
7000A2			T66	54
9L8Z7153G		(KIT - GASKET)		1
9L8Z7A100C		(BL8Z7A100A)		1
KT10QLVC		(OIL - AUTOMATI)		10
TA29		(SEALANT - SILI)		1

2) FUEL TO TEST DRIVE VEHICLE.

Labor		T66	.00
GAS	022228		10.00
Total Sublet			10.00
Total Repair (Customer)			10.00

(66- BEN-) A

Cash: 10.00

Next Service	Lube-Oil-Filter	W.C.	INT.	CUSTOMER
DISCLAIMER OF WARRANTIES				
<small>Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained here does not apply where prohibited by law.</small>				
<input checked="" type="checkbox"/> CUSTOMER SIGNATURE				
Page 1 of 1 Job 01257 Reprint (3) 01257 Customer Copy			.00	Labor 0 Parts 0 Sublet 10 Waste Dispos 0 Oil/Grease 0 Sub Total 10.00 Tax Total (Cash) 10.00





**SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE**

CPO  
 Incomplete Vehicle  
 Police Vehicle

**SECTION B - TYPES OF NEW PLANS**

- CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE  
**RENTALCARE COVERAGE**  RentalCARE (Standard Deductible is \$0)  
**SUPER DUTY COVERAGES**  Diesel EngineCARE  Diesel EngineCARE Plus (Standard Deductible is \$0)  
**DEDUCTIBLES**  \$0 (Optional for Core Coverages)  \$50 (Optional for Core Coverages)  
 \$100 (Standard for Core Coverages)  \$200 (Not available on All Coverages)  
 Disappearing (Optional for Core Coverages)  
**OPTIONS**  First Day Rental (Core Coverages)  Enhanced Rental (All except Police)  
**SURCHARGES**  12 Months 12,000 Miles  Ambulance Shuttle Tow Truck (Specialty)  Snowplow  
 Commercial Business Use  Turbocharger/Supercharger for Gas Engines Only

**SECTION C - TYPES OF USED PLANS**

- CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100).  
**DEDUCTIBLES (Optional ONLY)**  \$50  \$200  Disappearing  
**OPTIONS/SURCHARGES**  First Day Rental  Enhanced Rental  Turbocharger/Supercharger for Gas Engines Only

**SECTION D - COVERAGE TERM AND COST**

**NEW PLAN AGREEMENTS:** Coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles (or Hours for Incomplete Vehicles Only) purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

**USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE** - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS)** - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

Plan / Coverages	Monthly/Hourly Duration & Expiration Date	Mileage Duration (no tenths) & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
Coverages (New or Used Plans)			\$	\$	\$
Other Plans:			\$	\$	\$
Current Mileage:					
<b>Totals</b>			\$	\$	\$

**SECTION D - DISCLOSURE INFORMATION**

**THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.**

**MISSISSIPPI AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.**

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Service Contract Holder Signature (not valid without signature) \_\_\_\_\_ Signature Date \_\_\_\_\_  
 Service Contract Holder Name and Address \_\_\_\_\_  
 Service Contract Lienholder Name \_\_\_\_\_

**SECTION E - DEALERSHIP INFORMATION**

Dealership Name and Address \_\_\_\_\_  
 Dealership Signature \_\_\_\_\_ Dealership Phone Number \_\_\_\_\_ P&A Code \_\_\_\_\_



**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$50.00, whichever is less.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

By \_\_\_\_\_

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

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

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

**Credit Life and Credit Disability Insurance** are for the term of the contract. The amount and coverages are shown in a notice of agreement given to you today.

**BALLOON CONTRACT PROVISIONS**

Your last installment payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**

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

**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.

\$ 425 Term \_\_\_\_\_  
 \$ 425 Term \_\_\_\_\_  
 \$ 425 Term \_\_\_\_\_

Buyer Signs **X**

**Debt Cancellation Waiver Addendum (Optional)**

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

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

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

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

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

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

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

**NOTICE TO THE BUYER**

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

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 \_\_\_\_\_

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

Seller \_\_\_\_\_ By **X** \_\_\_\_\_ Title \_\_\_\_\_

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

**ASSIGNMENT**

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD FORD CREDIT COMPANY ("Assignee"). To contact Assignee about this contract, call 1-800-737-1000, or visit their website at www.fordcredit.com

Seller \_\_\_\_\_ By **X** \_\_\_\_\_ Title \_\_\_\_\_



1-800-727-7000



www.fordcredit.com

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

[Redacted Buyer Name and Address]

SELLER/CREDITOR (Seller Name and Address)

RODDING SPAIN BORO FORD CREDIT  
 PO BOX 988  
 SPAINBORO GA 30401

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle or 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
Used	78	2009 FORD	Mustang	1E7H0937509 [Redacted]	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in \_\_\_\_\_ \$ \_\_\_\_\_  
 Year and Make \_\_\_\_\_ Gross Allowance \_\_\_\_\_ Amount Owing \_\_\_\_\_

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price ..... \$ 26,800.00 (1)
  - Down Payment
    - Third Party Rebate Assigned to Creditor ..... \$ 250.00
    - Cash Down Payment ..... \$ 612.00
    - Trade-in (description above) ..... \$ 612.00
    - Total Down Payment ..... \$ 1,474.00 (2)
  - Unpaid Balance of Cash Price (1 minus 2) ..... \$ 25,326.00 (3)
  - Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
    - To Public Officials
      - (i) for license, title & registration fees \$ 20.00
      - (ii) for filing fees \$ 100.00
      - (iii) for taxes (not in Cash Price) \$ 172.00
    - To Insurance Companies for:
      - Credit Life Insurance ..... \$ 175.00
      - Credit Disability Insurance ..... \$ 175.00
    - To STATE OF GEORGIA for SALES TAX ..... \$ 1,392.00
    - To SPAINBORO for SALES TAX ..... \$ 172.00
    - To SPAINBORO for REGISTRATION FEE ..... \$ 209.00
    - To \_\_\_\_\_ for \_\_\_\_\_ ..... \$ \_\_\_\_\_
    - To \_\_\_\_\_ for \_\_\_\_\_ ..... \$ \_\_\_\_\_
- Total ..... \$ 28,074.00 (4)  
 5. Amount Financed (3 plus 4) ..... \$ 23,000.00 (5)

**INSURANCE**

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

Credit  
 Life 175.00  
 Insurance Company \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Premium \_\_\_\_\_ Insured(s) \_\_\_\_\_  
 You/We want Credit Life Insurance.

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

Credit  
 Disability 175.00  
 Insurance Company \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Premium \_\_\_\_\_ Insured(s) \_\_\_\_\_  
 You/We 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 <u>6.99</u> %	The dollar amount the credit will cost you \$ <u>1,174.00</u>	The amount of credit provided to you or on your behalf \$ <u>23,000.00</u>	The amount you will have paid when you have made all scheduled payments \$ <u>28,074.00</u>	The total cost of your purchase on credit, including your downpayment of \$ <u>1,474.00</u> \$ <u>20,599.99</u>

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
<u>48</u>	<u>584.67</u>	<input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually starting <u>12/15/09</u>

**OTHER OPTIONAL INSURANCE**

Coverage and Insurance Company \_\_\_\_\_ Premium and Term in Months \_\_\_\_\_  
 \$ \_\_\_\_\_

By \_\_\_\_\_



**SWAINSBORO FORD-LINCOLN-MERCURY, INC.**



Kite Road P.O. Box 908  
 SWAINSBORO, GEORGIA 30401  
 (478) 237-7811

SOLD TO

ADDRESS

SWAINSBORO GA

DATE 07/16/09

INVOICE NO.		STOCK NO.	
12593		11500	
SOURCE	SALESMAN NUMBER	KEY ACCT NO.	SALE
	057	C 8 8 5 4	
DESCRIPTION	COST	KEY ACCT NO.	SALE
NEW CAR - CROWN VICTORIA		C 3000	
-T/BIRD		C 3010	
-TAURUS		C 3020	
-TEMPO		C 3030	
-MUSTANG		C 3040	
-PROBE		C 3050	
-ESCORT/EXP		C 3060	
-FESTIVA		C 3080	
-OTHER		C 3	
NEW TRK. - LIGHT		C 34	
-HEAVY DUTY		C 35	25050.00
DEALER TRANSFER		C	
USED CAR - RETAIL		C 3700	
-WHOLESALE		C 3710	
USED TRK. - RETAIL		C 3750	
-WHOLESALE		C 3760	
VEHICLE DEAL NO.	11500	I	
SALES TAX	215		1774.43
LICENSE AND TITLE	231		322.00
FSP			1870.00
<b>TOTAL CASH PRICE</b>			<b>29016.43</b>
FINANCING			1723.97
INSURANCE			N/A
<b>TOTAL TIME PRICE</b>			<b>30740.40</b>
CUSTOMER DEPOSITS	2300		
ACCOUNTS RECEIVABLE-VEHICLES	1110		
CASH SALES	101		
USED VEHICLE ALLOWANCE PAYMENTS			N/A
MONTHS	DOLLARS		
72	426.00		PER MONTH
<b>TOTAL</b>			<b>N/A</b>
LIEN PAYMENT	231		N/A
FINANCIAL CONTRACTS (USED)	10.0		
VEHICLE ALLOWANCE	3		29016.43
RECONDITIONING-COST OF SALES	47.1		
-USED INV.	13.0		
<b>VALUE OF</b>			<b>30740.40</b>
<b>STOCK NO.</b>			1350

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
09	FORD	ESCAPE	NEW	1FMCU037598

SALESMAN GEORGE W SIMS JR KEY NO. 1289X 08630

**INSURANCE COVERAGE INCLUDES**

- PUBLIC LIABILITY - AMT.
- PHYSICAL DAMAGE - AMT.

YEAR	DESCRIPTION	PRICE

FINANCIAL EQUIPMENT AND ACCESSORIES

**USED VEHICLE TRADED**

MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.

REBUND: We will pay you back for the cash you paid for the vehicle.



DATE 07/16/09 CUSTOMER [REDACTED]

STOCK NO. T1500

DEAL # T1500

**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, REDDING SWAINSBORO FORD LINCOLN of PO BOX 908 SWAINSBORO GA 30401  
(TRANSFEROR'S NAME, PRINT) (ADDRESS)

Owner of Year 2009 Make FORD

Body Type 4DR SUV Model ESCAPE VIN 1FMCH03759K [REDACTED]

License No. \_\_\_\_\_ Sticker No. \_\_\_\_\_ State \_\_\_\_\_ Year \_\_\_\_\_

State that the odometer now reads 78 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, 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.

TRANSFEROR'S NAME REDDING SWAINSBORO FORD LINCOLN  
(PRINTED NAME)

TRANSFEEE'S NAME [REDACTED]  
(PRINTED NAME)

TRANSFEROR'S ADDRESS PO BOX 908 SWAINSBORO GA 30401  
(STREET) (ZIP CODE)

TRANSFEEE'S ADDRESS [REDACTED] SWAINSBORO GA [REDACTED]  
(STREET) (STATE) (ZIP CODE)

TRANSFEROR'S SIGNATURE [REDACTED]

TRANSFEEE'S SIGNATURE [REDACTED]

DATE OF STATEMENT JULY 16, 2009

(PRINTED NAME)

**ODOMETER STATEMENT**

Subject: lemon law /fraud

From: [REDACTED]

To: [REDACTED]

Date: Wednesday, January 11, 2012 9:58 AM

It was a pleasure speaking with you today. Please allow this e-mail to confirm that you will fax your documentation to our office for review **AT NO CHARGE TO YOU**, as it appears that you may have a claim that we would be willing to handle.

PLEASE FAX YOUR REPAIR ORDERS AND PURCHASE CONTRACT TO 1-866-203-9227.

If we can help you out with your case, **no attorneys' fees** will be charged to you, as the statutes we utilize to file your case provide that upon successful judicial resolution of your dispute, the **defendant** (in most cases the manufacturer or dealer) has to pay the reasonable attorneys' fees and costs incurred by our firm. In the extremely unlikely event we lose, you pay nothing for our legal fees. Krohn & Moss, Ltd. has been helping consumers for the past 14 years and we've handled close to 35,000 consumer claims. 97% of our cases settle without ever going to trial. We know how to handle these cases with the knowledge and attention needed to procure the best result for our clients.

Thank you for considering our services.

[REDACTED]

Client Services Representative

Krohn & Moss Ltd.

[REDACTED]

[REDACTED]

1/11/2012



2/19/12

ATTN: [REDACTED]

I am faxing you a copy of my ~~car~~ vehicle purchase from Redding Ford dealership in Swainsboro. I also purchased the Ford Extended Service Warranty when I purchased the vehicle. I started having problems with the vehicle at around 25,000 miles with the transmission.

My vehicle has continued to have the same transmission problems. It is currently in the shop again for the 5<sup>th</sup> time with the same problem. I contacted the Ford Satisfaction Group in Dearborn, Michigan and was assigned to an agent named "Mike". He hasn't done much except follow up with the dealership. When I explained to him recently that I thought it needed a new transmission, he told me that he thought the problem was something minor and that he didn't think it needed one yet. I'm not very satisfied with "Mike". Of course, I've never met him, but I get the impression he is talking down to me because I am a woman or perhaps he is trying to do what is right for Ford. The dealership where I purchased the vehicle has been nothing but professional, kind, and apologetic for the problems I am having. They have always given me decent, & not new model vehicles as loaners. Ben, the service manager and George, my salesman have been very supportive. The Ford manager, Roy, told me on Friday that he was recommending a new transmission. I would prefer that the dealership where I purchased the vehicle not be sued because they have tried to rectify the problem.

However, Ford that built the vehicle should be sued because the transmission that was put in my vehicle has given me nothing but problems.

P.S. The last oil change I had - may 2011, I also

Thank You!





**DUBLIN FORD LINCOLN MERCURY INC.**  
 702 E JACKSON ST - PO. BOX 1406  
 DUBLIN, GA 31021  
 (478) 272-0511

P & A CODE: 07592			(CHECK (X) APPROPRIATE BOX)		
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT	RELEASE OUT		
\$	\$	\$	DATE OUT		
PURCH	LABOR	TOTAL			
<small>           AUTHORIZED SIGNATURE DATE            ON BEHALF OF SELLING DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. IF YOU DO DISCOVER THE REPAIRS AT NO CHARGE TO YOUR DEALER, THERE WILL BE NO DEDUCTION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT A FURTHER REPAIR OR REPAIRS UNDER THIS WARRANTY CAN BE MADE IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SELLING DEALER FOR INFORMATION BY REPRESENTATIVES OF FORD.         </small>					
NAME: 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. SURINE Tag: 9999 License: NONE I FMCUD3759K Page: 1 Invoice

Invoice to: SWAINSBORO, GA		Driver/Owner Information: SWAINSBORO, GA	
Home: [REDACTED]		Home: [REDACTED]	
Vehicle Information: 95 FORD ESCAPE XLT 4DR SUV		Production: 01/08/09	
Invoiced: 02/21/12 17:11 PB		Invoice: 07/16/09	

Concern	51	CUST STATES HARD SHIFT AT TIMES	Operation	Tech Units	Amount
Cause		INTURNIAN PROBLEM PER TEC LINE	7000AXQ	210	0.1
Correction		EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR) HAS 2 3 DOWN SHIFT SELF TESTNO DTC FOUND DONE TWO RESTRATEGY DID NOT FIX PROBLEM CONTACTED TEC LINE CONTACT ID 105164549CHECK LINE PRESSURE PER TEC LINE WERE THE SAME FORD SAID AT THIS POINT RECOMMENDED TO REPLACE TRANS ASSY DID COST CARE AND TEC LINE WILL O			
	51-1	AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH	7000A11	210	0.1
	51-2	EXTRA TIME TO UPDATE NEW SOLENOID BODY STRATEGY AND ROAD TEST.	7000A2B	210	0.3
	51-3	AUTOMATIC TRANSMISSION - - DIAGNOSTIC PIN POINT TEST	7000F45	210	0.3
	51-4	AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSTIC	7000F	210	0.3
	51-5	AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE	700A	210	1.0
Parts		Part Number	Qty	List	Sell
		FMC 9L6Z 7000 CRK	1		
		FMC XT 10 QLVC	4		
		CONCERN : P56			
		COND CODE : 42			
		FP- 41817000CRK			
		LINE AUTH: SURINEFR 02/21/12 17:11			
		Line Auth: 02/21/12 09:18			
TOTAL CHARGE FOR CONCERN					0.00

Summary of Charges for Invoice #62908	Payment Distribution for Invoice #62908
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If you have any questions - please see FRANCIS M. SURINE

**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



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  
Member, CA Bar



# KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

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

CORPORATE HEADQUARTERS

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

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, 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 7, 2012

Ms. Cherie Leich  
Ford Consumer Affairs  
16800 Executive Plaza Drive 3NE-301  
Dearborn, MI 48126

Re: [REDACTED]  
2010 Ford Escape  
VIN: 1FMCU9EG4AK [REDACTED]

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2010 Ford Escape. I am enclosing the contract, registration, and repair slips. As you can see, my client has returned to the dealership for problems with the vehicle stalling, the transmission, steering, compass, a leak from front of vehicle, and a hesitation when accelerating.

Please let me know if Ford Motor Company is interested in attempting an early resolution in this matter. I will refrain from filing suit in this matter for 30 days while you evaluate my client's claim. If I do not hear from you within the next 30 days, suit will be prepared and filed.

I look forward to hearing from you.

Very truly yours,

Jacqueline C. Herritt

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

JCH/pm  
Attachments

FEB 14 2012

OFFICE OF THE  
GENERAL COUNSEL

12 FEB 13 01:00

J. W.  
L.P.  
Leich

JACQUELINE C. HERRITT  
ROBERT A. RAPKIN  
ANGELA K. TROCCOLI  
FRED DAVIS  
AMY L. BENNECOFF  
CHRISTINA GILL ROSEMAN  
RICHARD A. SCHOLER  
TARA L. PATTERSON  
W. CHRISTOPHER COMPONOVO  
TIMOTHY J. ABEEL, JR.  
JACOB U. GINSBURG  
JOSEPH A. GENTILCORE

**Keep this document to show to the police and courts.**

MV-620CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT



E PAS  
EVH1679  
2010 FORD NONTRANSFERABLE  
SUBN BK 1FMCU9EG4AK  
3461 G 6 UTD4040 OCT 06 2011  
Wt/Seat Fuel/Cyl 035 UTD

Expires 11/11/13

\*NYMA\*

28.25

ANNUAL CHG

AMT PAID (INCL ADD CHG)

GARDEN CITY NY

083051CJ VOID IF ALTERED EXCEPT FOR ADDRESS 136.50







and zip code)

GARDEN CITY NY  
NASSAU

HEMPSTEAD L/M MOTORS CORP.  
DBA HEMPSTEAD FORD L/M  
301 N. FRANKLIN ST.  
HEMPSTEAD NY 11551-

www.fordcredit.com

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAB EAST LLC and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."  
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	418	2010 FORD ESCAPE	1FMCU9EG4AK [REDACTED]	PERSONAL

You state that this Vehicle will be used primarily for:  Personal, family or household use } Initial: \_\_\_\_\_ Lessee; \_\_\_\_\_ Co-Lessee  
 Agricultural, business or commercial use }

WARNING: Important consumer protections may not apply if this agreement indicates You are leasing the Vehicle primarily for agricultural, business or commercial use.

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments (a) Monthly Payments Your first monthly payment of \$ <u>396.33</u> is due on <u>11/12/09</u> , followed by <u>38</u> payments of \$ <u>396.33</u> due on the <u>12th</u> day of each month. The total of Your monthly payments is \$ <u>15456.87</u> .  (b) Advance Payment Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> . The total of Your payment is \$ <u>N/A</u> .	3. Other Charges (not part of Your monthly payment)  Disposition fee (if You do not purchase the Vehicle) \$ <u>N/A</u>  <u>N/A</u> <u>N/A</u>	4. Total of Payments (The amount You will have paid by the end of the lease)
\$ <u>4079.42</u>	Total \$ <u>N/A</u>	Total \$ <u>N/A</u>	\$ <u>19139.95</u>

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	\$ <u>1888.08</u>
b. First monthly payment	<u>396.33</u>
c. Advance payment	<u>N/A</u>
d. Refundable security deposit	<u>N/A</u>
e. Title fees	<u>N/A</u>
f. Registration fees	<u>286.50</u>
g. Acquisition fee	<u>N/A</u>
h. TAX ON CAP RED	<u>162.85</u>
i. N/A	<u>N/A</u>
j. UPFRONT TAXES	<u>1333.16</u>
k. WASTE TIRE FEE	<u>12.50</u>
l. N/A	<u>N/A</u>
m. N/A	<u>N/A</u>
<b>Total</b>	<b>\$ <u>4079.42</u></b>

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	\$ <u>N/A</u>
b. Rebates and noncash credits	<u>1250.00</u>
c. Amount to be paid in cash	<u>2829.42</u>
d. N/A	<u>N/A</u>
<b>Total</b>	<b>\$ <u>4079.42</u></b>

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>30011.20</u> ) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance). . . . .	\$ <u>30606.20</u>
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost . . . . .	- <u>1888.08</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment . . . . .	= <u>28718.12</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment. . . . .	- <u>14884.80</u>
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term. . . . .	= <u>13833.32</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts. . . . .	+ <u>1623.55</u>
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge . . . . .	= <u>15456.87</u>
h. Lease payments. The number of payments in Your lease . . . . .	÷ <u>39</u>
i. Base payment . . . . .	= <u>396.33</u>
j. Sales / Use tax . . . . .	+ <u>N/A</u>
k. N/A . . . . .	+ <u>N/A</u>

\$ 4079.42 The total of Your payment is \$ N/A Total \$ N/A \$ 4079.42

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	\$ 1888.08
b. First monthly payment	396.33
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	N/A
f. Registration fees	286.50
g. Acquisition fee	N/A
h. TAX ON CAP RED	162.05
i. N/A	N/A
j. UPERONT TAXES	1333.16
k. WASTE TIRE FEE	12.50
l. N/A	N/A
m. N/A	N/A
<b>Total</b>	<b>\$ 4079.42</b>

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	\$ N/A
b. Rebates and noncash credits	1250.00
c. Amount to be paid in cash	2829.42
d. N/A	N/A

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 30011.20 ) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance). (Itemized below - Item 19) **	\$ 30606.20
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	- 1888.08
c. Adjusted capitalized cost. The amount used in calculating Your base payment.	= 28718.12
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment.	- 14884.80
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term.	= 13033.32
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ 1623.56
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	= 15456.97
h. Lease payments. The number of payments in Your lease	+ 39
i. Base payment	= 396.33
j. Sales / Use tax	+ N/A
k. N/A	+ N/A
l. N/A	+ N/A
m. Total payment	\$ 396.33
n. Lease term in months	39

Early termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

- 8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.20 per mile for each mile in excess of 39,418 miles shown on the odometer. See Items 23 and 29 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.
- 9. Extra Mileage Option Credit. At the scheduled end of this lease, 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 lease. You will not receive any credit if the Vehicle is destroyed.
- 10. Purchase Option at End of Lease Term, \$ 15384.80 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.
- 11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. STATE DISCLOSURES The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, disclosed above. **GROSS CAPITALIZED COST** is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION. The GROSS CAPITALIZED COST and the amount of the rental payment may be negotiable. **ADJUSTED CAPITALIZED COST** is the amount which is capitalized in connection with the lease and is used in determining the amount of your periodic payment. This amount will be used in determining your early termination liability. The ADJUSTED CAPITALIZED COST may be used to compare the early termination provisions of competing lessors.

13. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:  
 Standard new vehicle warranty provided by the manufacturer or distributor of this Vehicle.  
 N/A

16. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance \$ N/A (Initial Coverage) \$ N/A (Premium) \$ N/A (Insured(s))  
 N/A (Insurance Company)  
 Lessee: X Co-Lessee: X

14. OFFICIAL FEES AND TAXES \$ 1950.52  
 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium) \$ N/A (Insured(s))  
 N/A (Insurance Company)  
 Lessee: X Co-Lessee: X

15. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$25000.00 for any one person and \$ 50000.00 for any one accident, and \$ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

17. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

**THIS LEASE DOES NOT CONTAIN PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

18. LESSOR SERVICES NONE (See Item 22 on back) N/A



m. Total payment ..... \* N/A  
 n. Lease term in months ..... \$ 386.33  
 ..... 39

**Early Termination.** You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. **Excess Wear and Use.** You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.20 per mile for each mile in excess of 39,418 miles shown on the odometer. See Items 23 and 29 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. **Extra Mileage Option Credit.** At the scheduled end of this lease, 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 lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. **Purchase Option at End of Lease Term, \$1,5384.80** plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. **Other Important Terms.** See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. **STATE DISCLOSURES** The following are descriptions of the GROSS CAPITALIZED COST and the ADJUSTED CAPITALIZED COST, disclosed above. GROSS CAPITALIZED COST is the sum of the ADJUSTED CAPITALIZED COST and any CAPITALIZED COST REDUCTION. The GROSS CAPITALIZED COST and the amount of the rental payment may be negotiable. ADJUSTED CAPITALIZED COST is the amount which is capitalized in connection with the lease and is used in determining the amount of your periodic payment. This amount will be used in determining your early termination liability. The ADJUSTED CAPITALIZED COST may be used to compare the early termination provisions of competing lessors.

13. **WARRANTY** The Vehicle is covered by any warranty, extended warranty or service contract indicated below:  
 Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.  
 N/A

16. **OPTIONAL INSURANCE** These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance \$ N/A (Initial Coverage) \$ N/A (Premium) N/A (Insured(s))  
 N/A (Insurance Company)  
 Lessee: X Co-Lessee: X

14. **OFFICIAL FEES AND TAXES \$ 1960.52**  
 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium) N/A (Insured(s))  
 N/A (Insurance Company)  
 Lessee: X Co-Lessee: X

15. **VEHICLE INSURANCE MINIMUMS** You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$25000.00 for any one person and \$ 50000.00 for any one accident, and \$ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

17. **LATE PAYMENTS** You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

**THIS LEASE DOES NOT CONTAIN PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

18. **LESSOR SERVICES NONE**  
 (See item 22 on back) N/A

**\*\*19. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee	Total Gross Capitalized Cost
\$ 30011.20	+\$ N/A	+\$ N/A	+\$ N/A	+\$ N/A	+\$ 696.00	+\$ N/A	
N/A	N/A	N/A	N/A	N/A	N/A	N/A	
+\$ N/A	+\$ N/A	+\$ N/A	+\$ N/A	+\$ N/A	+\$ N/A		= \$30606.20

**SIGNATURES AND IMPORTANT NOTICES**  
 Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.  
 Lessee: \_\_\_\_\_ By: X [Signature] Title: \_\_\_\_\_  
 Co-Lessee: \_\_\_\_\_ By: X Title: \_\_\_\_\_

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

**NOTICE TO THE LESSEE:** 1. Do not sign this agreement before You read it or if it contains any blank space.  
 2. You are entitled to a completely filled-in copy of this agreement when You sign it.

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

**MOTOR VEHICLE LEASE AGREEMENT**  
 Lessee: \_\_\_\_\_ By: X [Signature] Title: \_\_\_\_\_  
 Co-Lessee: \_\_\_\_\_ By: X Title: \_\_\_\_\_

Lessor and Lessee are hereby notified that Holder has assigned to Cf Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

**HEMPSTEAD L/M MOTORS CORP.**  
 Lessor: OBA HEMPSTEAD FORD L/M By: X Title: \_\_\_\_\_

FC 19031-P AUG 08 SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS  
 FC 19031-APP  
 Previous editions may NOT be used.

# HEMPSTEAD FORD LINCOLN MERCURY 821595



**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
(516) 483-7750

**PARTS**  
(516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*

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0101ILICS821595

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>01/27/12</b>	INVOICE NO.
	LABOR RATE <b>120.00</b>	MILEAGE <b>35,193</b>	COLOR <b>BLK/CHAR BL</b>	STOCK NO. <b>2907</b>
GARDEN CITY, NY	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	PRODUCTION DATE
	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	SELLING DEALER NO.		
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>01/16/12</b>	REPRINT# <b>1</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

JOB# 1 CHARGES

LABOR  
J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S):5589 INTERNAL  
PERFORM MULTIPOINT INSP AS PER CHECKLIST  
CHECK ALL AREAS & REPORT COMPLETED

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICs JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR  
J# 2 10LIZCKTRANS CHECK TRANMISSION TECH(S):5589 WARRANTY  
CUSTOMER STATES CHECK WRENCH LIGHT CAME ON VEHICLE STALLED  
OUT - PULLED TO THE SIDE OF ROAD AND WAS ABLE TO RETART  
VEHICLE -- HAPPENED AGAIN TWO TIMES YESTURDAY  
ROAD TESTED VEHICLE UNABLE TO DUPLICATE CONCERN PERFORMED  
EEC TEST NO CODES FOUND IN SYSTEM CHECKED OASIS SSMS AND  
TSBS NONE FOUND -- SERVICE MANAGER ROAD TESTED 30 MILES  
01/17/2012 25 HIGHWAY DRIVING 4.7 LOCAL DRIVING -- ROAD  
TESTED SECOND TIME 01/18/2012 ROAD TESTED 32 MILES  
26.9 HIGHWAY DRIVING 4.7 LOCAL DRIVING  
TOTAL MILEAGE DRIVEN BY TECH AND SERVICE MANAGER 69 MILES  
AS PER ENGINEERING STRESS TEST ALL COILS ALL PASS INSTALL  
THROTTLE BODY AS PER HOTLINE SUGGESTION RE ROAD TEST OK  
AS PER HOT LINE CHECKED ALL CONNECTIONS AT GKP, MAF AND  
THROTTLE BODY FOR PIN FIT  
UNABLE TO VERIFY CUSTOMERS CONCERN REPLACED THROTTLE  
BODY AS PER CUSTOMER SYMPTONS AND CUSTOMER DSCRIPTION

PARTS

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	9L8Z-9E926-A	THROTTLE BODY		
TOTAL - PARTS			0.00	

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICs JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR  
J# 3 00LIZI LOANER CAR TECH(S):999 WARRANTY  
CUSTOMER REQUESTS LOANER CAR  
LOANER RETURNED  
ENTERPRISE DOC # 309520

SUBLET

PO#	VEND INV#	INV DATE	DESCRIPTION	WARRANTY
219720	309520	01/27/12	DOC # 309520	
219720	309520	01/27/12	DOC # 309520	
TOTAL - SUBLET			0.00	

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICs JOB# 3 TOTAL 0.00

CELL: [REDACTED]

MO: 35434

N.Y.S. REPAIR SHOP NO. 130 0012

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

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

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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, NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company ERANTIVE CC21478 G (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY LIC821595

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820

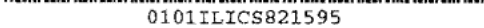


**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*

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0101ILICS821595

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG NO. <b>3833</b>	INVOICE DATE <b>01/27/12</b>	CELL: [REDACTED]
[REDACTED]	LICENS. NO. <b>6233</b>	MILEAGE <b>35,193</b>	COLOR <b>BLK/CHAR BL</b>	STOCK NO. <b>2907</b>
[REDACTED]	LABOR RATE <b>120.00</b>	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>
GARDEN CITY, NY [REDACTED]	VEHICLE ID. NO. <b>1EMCU9EG4AK [REDACTED]</b>	R.O. DATE <b>01/16/12</b>	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	COMMENTS			REPRINT# <b>1</b>

MO: 35434

**JOB# 4 CHARGES**

LABOR  
**J# 4+06LIZ ELECTRICAL TECH(S):5589 INTERNAL**  
 Added Operation (MARIA @ 01/16/2012 10:15)  
 CUSTOMER STATES CHECK COMPASS INOP  
 CHECKED NO PROBLEM FOUND

**JOB# 4 TOTALS**

**JOB# 5 CHARGES**

LABOR  
**J# 5+24LIZGBATT BATTERY GOOD TECH(S):5589 INTERNAL**  
 Added Operation (MARIA @ 01/18/2012 12:53)  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

**JOB# 5 TOTALS**

**JOB# 6 CHARGES**

LABOR  
**J# 6+24LIZGBK BRAKES GOOD TECH(S):5589 INTERNAL**  
 Added Operation (MARIA @ 01/18/2012 12:53)  
 ON OCM INSP BRAKE LININGS FOUND GOOD  
 BRAKE PADS ARE 7/32" OR GREATER

**JOB# 6 TOTALS**

**JOB# 7 CHARGES**

LABOR  
**J# 7+24LIZGTIRE TIRES GOOD TECH(S):5589 INTERNAL**  
 Added Operation (MARIA @ 01/18/2012 12:54)  
 CHECK TIRES  
 TIRES ARE GOOD, TREAD IS GREATER THAN 7/32"

**JOB# 7 TOTALS**

COMMENTS  
 DROP OFF LOANER

N.Y.S. REPAIR SHOP NO. 130 0012

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

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED. CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS. I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company EPANTINVE CC314178 Q (11/00)

# HEMPSTEAD FORD LINCOLN MERCURY

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
(516) 483-7750

**PARTS**  
(516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*



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CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARTA ALMETDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>01/27/12</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>35,193</b>	COLOR <b>BLK/CHAR BL</b>
GARDEN CITY, NY [REDACTED]	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	STOCK NO. <b>2907</b>
[REDACTED]	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K [REDACTED]</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>01/16/12</b>	REPRINT# <b>1</b>
[REDACTED]	COMMENTS	MO: 35434		

**TOTALS**

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 01/16/2012 / 35434 MI 27LI35CAR 35,000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INTIALS [ ]

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \* AT (516)483-7750 EXT 301 AND ASK FOR OLIVER CZAVAR \*  
 \*\*\*\*\*

**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**

N.Y.S. REPAIR SHOP NO. 130 0012

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REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company ERMINTIME C0214178 Q (1/1/0)



# HEMPSTEAD FORD LINCOLN MERCURY

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



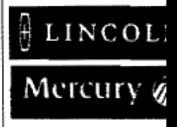
NEW CARS  
(516) 483-7200

USED CARS  
(516) 483-5820



SERVICE  
(516) 483-7750

PARTS  
(516) 483-6873



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010111CS820187

CELL: [REDACTED]

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>12/19/11</b>
[REDACTED]	LABOR RATE <b>120.00</b>	MILEAGE <b>34,285</b>	COLOR <b>BLK/CHAR BL</b>
GARDEN CITY, NY	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	STOCK NO. <b>2907</b>
[REDACTED]	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	SELLING DEALER NO.	DELIVERY MILES <b>418</b>
[REDACTED]	F.T.E. NO.	P.O. NO.	PRODUCTION DATE
[REDACTED]	COMMENTS	R.O. DATE <b>12/15/11</b>	

MO: 34309

JOB# 1 CHARGES  
LABOR  
J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S): 0967 INTERNAL  
PERFORM MULTIPOINT INSP AS PER CHECKLIST  
CHECK ALL AREAS & REPORT COMPLETED

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

JOB# 2 CHARGES  
LABOR  
J# 2 00LIZ1 LOANER CAR TECH(S): 999 WARRANTY  
CUSTOMER REQUESTS LOANER CAR  
LOANER RETURNED  
ENTERPRISE DOC # 308544

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	TOTAL - SUBLET	WARRANTY
	219477	308544		12/19/11	DOC # 308544		0.00

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

JOB# 3 CHARGES  
LABOR  
CUSTOMER STATES INSTALL SPECIAL ORDERED PART COMPASS  
READING IN CORRECTLY  
REPLACED COMPASS MODULE CALIBRATE RETEST OK

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL - PARTS	WARRANTY
	1	6E5Z-12029-BA	COIL ASY 1GN			0.00

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

JOB# 4 CHARGES  
LABOR  
J# 4 10LIZCKTRANS CHECK TRANSMISSION TECH(S): 0067 WARRANTY  
CUSTOMER STATES CHECK WHILE DRIVING ON PARKWAY WITH CRUISE  
CONTROL ON - 60 MPH CRUISE CONTROL DEACTIVATED AND BRENCH  
LIGHT CAME ON AND VEHICLE STALLED OUT  
PERFORMED DIAG PULLED CODE P0304 PINPOINT TESTS CHECKED  
INJECTORS FLOW TEST CYLINDER BALANCE TEST OK STRESS TEST  
COILS FOUND BAD COIL NUMBER 4 REPLACED CHECKED PLUG OK  
ROADTEST OK  
TOTAL MILES DRIVEN ON ROAD TEST 24

N.Y.S. REPAIR SHOP NO. 130 0012  
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REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company ERFK1179V Q (11/10) CS214179 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



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01011LICS820187

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>12/19/11</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	MILEAGE <b>34,285</b>	COLOR <b>BLK/CHAR BI</b>	STOCK NO. <b>2907</b>
<b>GARDEN CITY, NY</b>	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE I.D. NO. <b>1EMCU9EG4AK</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>
[REDACTED]	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE <b>12/15/11</b>	

MO: 34309

JOB# 4 TOTALS-----  
 JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----  
 LABOR-----  
 J# 5-24LIZGBATT BATTERY GOOD TECH(S) 10967 INTERNAL  
 Added Operation (MARIA @ 12/19/2011 11:26)  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

JOB# 5 TOTALS-----  
 JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----  
 LABOR-----  
 J# 6-24LIZGBK BRAKES GOOD TECH(S) 10967 INTERNAL  
 Added Operation (MARIA @ 12/19/2011 11:26)  
 ON QCM INSP BRAKE LININGS FOUND GOOD  
 BRAKE PADS ARE 7/32" OR GREATER

JOB# 6 TOTALS-----  
 JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES-----  
 LABOR-----  
 J# 7-24LIZGIRE TIRES GOOD TECH(S) 10967 INTERNAL  
 Added Operation (MARIA @ 12/19/2011 11:26)  
 CHECK TIRES  
 TIRES ARE GOOD. TREAD IS GREATER THAN 7/32"

JOB# 7 TOTALS-----  
 JOB# 7 JOURNAL PREFIX LICS JOB# 7 TOTAL 0.00

N.Y.S. REPAIR SHOP NO. 130 0012

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

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

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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 THEREO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_

Thank you  
 for this opportunity to serve you.

COMMENTS  
 DROP OFF

The Reynolds and Reynolds Company, EPANTINVE, CC214176 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
(516) 483-7750

**PARTS**  
(516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*

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01011LICS820187

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARTA ALMEIDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>12/19/11</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>34,285</b>	COLOR <b>BLK/CHAR BI</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K [REDACTED]</b>	DELIVERY DATE <b>11/12/09</b>	STOCK NO. <b>2907</b>
GARDEN CITY, NY [REDACTED]	R.T.E. NO.	P.O. NO.	SELLING DEALER NO.	DELIVERY MILES <b>418</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE <b>12/15/11</b>	PRODUCTION DATE

MO: 34309

TOTALS-----

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 12/29/2011 / 35000 MI 27L135CAR 35,000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INTIALS [ ]

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \* AT (516)483-7750 EXT.101 AND ASK FOR OLIVER CZAVAR \*  
 \*\*\*\*\*

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

N.Y.S. REPAIR SHOP NO. 130 0012

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

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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 THEREIN. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

CUSTOMER SIGNATURE

X

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company FRA/NTRYE C0214178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
(516) 483-7750

**PARTS**  
(516) 483-6873



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CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARTA ALMEIDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>12/13/11</b>	CELL #
	LABOR RATE <b>120.00</b>	MILEAGE <b>2477</b>	COLOR <b>BLK/CHAR BL</b>	BOOKING NO. <b>2907</b>
	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	
	VEHICLE I.D. NO. <b>1EMCU9EG4AK</b>	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	R.O. DATE <b>11/16/11</b>		
COMMENTS				

MO: 34174

N.Y.S. REPAIR SHOP NO. 130 0012

JOB# 1 CHARGES-----

LABOR-----  
J# 1 24LIZ-99P **MULTI-POINT INSPECT** **INTERNAL**  
PERFORM MULTIPPOINT INSP AS PER CHECKLIST  
CHECK ALL AREAS & REPORT  
COMPLETED

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----

LABOR-----  
J# 2 02LIZ **STEERING** **WARRANTY**  
C/S STATES WHEN REVERSING AND TURNING STEERING OUT  
OFF DRIVEWAY AND STILL IN THE TURN PUTTING INTO  
DRIVE MAKES NOISE  
PERFORMED DIAG ROADTEST RAN OASIS FOUND SSM 668293  
FOR NOISE NOISE IS NORMAL

JOB# 2 TOTALS-----

JOB# 3 CHARGES-----

LABOR-----  
J# 3 1860Z **GOVERNOR** **INTERNAL**  
COMPLIMENTARY SAFETY NEW YORK STATE INSPECTION  
PERFORMED THE COMPLIMENTARY SAFETY NEW YORK STATE INSPECTION  
COMPLETED THE COMPLIMENTARY SAFETY NEW YORK STATE INSPECTION

JOB# 3 TOTALS-----

JOB# 4 CHARGES-----

LABOR-----  
J# 4 07LIZ **DRIVEABILITY** **WARRANTY**  
CUSTOMER STATES COMPASS GOES BLANK INTERMITTENTLY  
POINTS IN WRONG DIRECTION  
ROADTEST PERFORMED DIAG COMPASS READING IS CORRECT BUT  
COMPASS GOES BLANK AT TIMES CHECKED POWER AND GROUND TO  
MODULE ALL OK ORDERED MODULE  
REPLACED MODULE

JOB# 4 TOTALS-----

JOB# 5 CHARGES-----

LABOR-----  
J# 5+08LIZ **DRIVEABILITY** **WARRANTY**  
Added Operation (MARIA @ 12/12/2011 09:03)

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REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company FRAINTIVE CC214178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY 8811



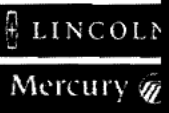
**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
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**PARTS**  
(516) 483-6873



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CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>12/13/11</b>	CELL #
	LABOR RATE <b>120.00</b>	MILEAGE <b>33,514</b>	COLOR <b>BLK/CHAR BL</b>	STOCK NO. <b>2907</b>
<b>GARDEN CITY, NY</b>	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	
	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	R.O. DATE <b>11/16/11</b>		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 34174

CUSTOMER STATES SAW WRENCH LIGHT COME ON AND VEHICLE STALLED PLEASE CHECK AND ADVISE PERFORMED DIAG CHECKED FOR CODES NO CODES RAN OASIS FOUND SSM FOR STALLING REPROGRAMED PCM AND RESET KAM ROADTEST ALL OK

N.Y.S. REPAIR SHOP NO. 130 0012

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JOB# 5 TOTALS .....  
JOB# 5 JOURNAL PREFIX LICs JOB# 5 TOTAL 0.00

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

LABOR  
J# 6+06LIZ ELECTRICAL INTERNAL  
Added Operation (MARIA @ 12/12/2011 09:03)  
CUSTOMER STATES CHECK D/S WASHER SPRAYER INOP. PERFORMED DIAG CHECKED FOR PROPER OPERATION NO PROBLEM FOUND

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

JOB# 6 TOTALS .....  
JOB# 6 JOURNAL PREFIX LICs JOB# 6 TOTAL 0.00

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. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED. CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS. I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

LABOR  
J# 7+24LIZGRAT BATTERY TESTED GOOD AT THIS TIME BATTERY TESTED GOOD AT THIS TIME BATTERY TESTED GOOD AT THIS TIME INTERNAL  
Added Operation (MARIA @ 12/13/2011 09:29)

JOB# 7 TOTALS .....  
JOB# 7 JOURNAL PREFIX LICs JOB# 7 TOTAL 0.00

LABOR  
J# 8+24LIZGRAT ON PCM INSP BRAKE LININGS FOUND GOOD BRAKE PADS ARE 7/32" OR GREATER INTERNAL  
Added Operation (MARIA @ 12/13/2011 09:29)

JOB# 8 TOTALS .....  
JOB# 8 JOURNAL PREFIX LICs JOB# 8 TOTAL 0.00

LABOR  
J# 9+24LIZGTIRE TIRE GOOD INTERNAL  
Added Operation (MARIA @ 12/13/2011 09:30)  
CHECK TIRES TIRES ARE GOOD. TREAD IS GREATER THAN 7/32"

JOB# 9 TOTALS .....  
JOB# 9 JOURNAL PREFIX LICs JOB# 9 TOTAL 0.00

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company REPAIRMANVE CC214178 Q (11/1/10)



# HEMPSTEAD FORD LINCOLN MERCURY 8811

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
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**PARTS**  
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CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG NO. <b>6233</b>	INVOICE DATE <b>12/13/11</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>33,514</b>	COLOR <b>BLK/CHAR BL</b>
<b>GARDEN CITY, NY</b>	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	DELIVERY DATE <b>11/12/09</b>	STOCK NO. <b>2907</b>
[REDACTED]	F.T.E. NO.	R.O. NO.	SELLING DEALER NO.	DELIVERY MILES <b>418</b>
[REDACTED]	[REDACTED]	[REDACTED]	R.O. DATE <b>11/16/11</b>	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 34174

COMMENTS-----  
DROPPED  
DELETED OPERATION(S)-----  
00L1Z1 LOANER CAR

TOTALS-----

\*\*\*\*\*  
\* NEXT RECOMMENDED SERVICE: \*  
\* 11/30/2011 / 35000 MI 27L135CAR 35,000 MILE SERVICE \*  
\*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
[ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INTIALS [ ]

\*\*\*\*\*  
\*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
\*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
\*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
\*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
\*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
\*SERVICE EXPERIENCE YOU'VE HAD. PLEASE CALL US RIGHT AWAY \*  
\* AT (516)483-7750 EXT 101 AND ASK FOR OLIVER CZAVAR \*  
\*\*\*\*\*

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**

N.Y.S. REPAIR SHOP NO. 130 0012

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CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

*Ordered new compass module when customer comes in no charge to install. charged out this repair order*

X

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company FRANTIME 00214178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY 7853



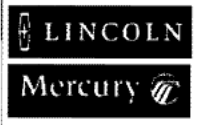
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**SERVICE**  
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**PARTS**  
(516) 483-6873



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CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TRAC No. <b>554</b>	MOBILE DATE <b>04/28/11</b>	CELL
LABOR RATE <b>120.00</b>	COMMISSION <b>6233</b>	PACKAGE <b>27,761</b>	CODE FOR <b>BLK/CHAR BL</b>	BOOKING NO. <b>2907</b>
YEAR MAKE & MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE ID No. <b>1 F M C U 9 E G 4 A K</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	
GARDEN CITY, NY	F.T.E. ID No.	PROVINCE	PROVINCE DATE <b>04/28/11</b>	
RESIDENT PHONE	BUSINESS PHONE	COMMENTS		

MO: 27762

**JOB# 1 CHARGES**

LABOR  
J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S):5589 INTERNAL  
PERFORM MULTIPOINT INSP AS PER CHECKLIST  
CHECK ALL AREAS & REPORT COMPLETED

**JOB# 1 TOTALS**

JOB# 1 JOURNAL PREFIX LICs JOB# 1 TOTAL 0.00

**JOB# 2 CHARGES**

LABOR  
J# 2 06LIZGAUGE GAUGES TECH(S):5589 INTERNAL  
COMPASS NEEDS TO BE RECALIBRATED, NOT WORKING PROPERLY  
CHECKED COULD NOT DUPLICATE CONCERN

**JOB# 2 TOTALS**

JOB# 2 JOURNAL PREFIX LICs JOB# 2 TOTAL 0.00

**JOB# 3 CHARGES**

LABOR  
J# 3 27LIZ MENU SERVICES TECH(S):5589 WARRANTY  
PERFORMED SERVICE AS PER MAINT PLAN 5K  
SERVICE COMPLETED

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	FL-500-S	FILTER ASY - O		WARRANTY
	6	XO-5W20-QSP	OIL ENGINE		WARRANTY
				TOTAL - PARTS	0.00

**JOB# 3 TOTALS**

JOB# 3 JOURNAL PREFIX LICs JOB# 3 TOTAL 0.00

**JOB# 4 CHARGES**

LABOR  
J# 4-24LIZBATT BATTERY GOOD TECH(S):5589 INTERNAL  
Added Operation (MARIA @ 04/28/2011 11:38)  
BATTERY TESTED GOOD AT THIS TIME  
BATTERY TESTED GOOD AT THIS TIME  
BATTERY TESTED GOOD AT THIS TIME

**JOB# 4 TOTALS**

JOB# 4 JOURNAL PREFIX LICs JOB# 4 TOTAL 0.00

**JOB# 5 CHARGES**

LABOR  
J# 5-24LIZGBK BRAKES GOOD TECH(S):5589 INTERNAL  
Added Operation (MARIA @ 04/28/2011 11:39)  
ON QCM INSP BRAKE LININGS FOUND GOOD  
BRAKE PADS ARE 7/32" OR GREATER

N.Y.S. REPAIR SHOP NO. 130 0012

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CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company PRAIRIEVILLE, KY 40374-1790 (11/10)

# HEMPSTEAD FORD LINCOLN MERCURY 85307853

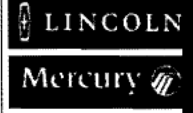
301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



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CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAB NO. <b>6233</b>	INVOICE DATE <b>04/28/11</b>	CELL
	LABOR RATE <b>120.00</b>	AMOUNT <b>27.761</b>	COLOR <b>BLK/CHAR BL</b>	STOCK NO. <b>2907</b>
	YEAR MAKE MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>		DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>
GARDEN CITY, NY	VEHICLE ID No. <b>1EMCU9EG4AK</b>		SELLING DEALER NO.	PRODUCTION DATE
	ETC ID No.	FCO No.	FOOD DATE <b>04/28/11</b>	
RESIDENT PHONE	BUSINESS PHONE	COMMENTS		

MO: 27762

JOB# 5 TOTALS-----

JOB# 6 CHARGES-----  
 JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00

LABOR-----  
 J# 6+24LIZGTIRE TIRES GOOD TECH(S):5589 INTERNAL  
 Added Operation (MARIA @ 04/28/2011 11:39)  
 CHECK TIRES  
 TIRES ARE GOOD, TREAD IS GREATER THAN 7/32"

JOB# 6 TOTALS-----  
 JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00

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

COMMENTS-----  
 DROP

TOTALS-----

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE:  
 \* 04/28/2011 / 27762 MI 27LI25CAR 25,000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE	TOTAL LABOR	0.00
[ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB	TOTAL PARTS	0.00
CASHIER INTIALS [ ]	TOTAL SUBLET	0.00
	TOTAL G.O.G.	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX	0.00
	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!!  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \* AT (516)483-7750 EXT.101 AND ASK FOR OLIVER CZAVAR \*  
 \*\*\*\*\*

N.Y.S. REPAIR SHOP NO. 130 0012

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

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
 for this opportunity to serve you.

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company EPAINTIVE CC214176 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
(516) 483-7750

**PARTS**  
(516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadfm.com](http://www.Hempsteadfm.com)

CUSTOMER NO. <b>148442</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052</b>	INVOICE DATE <b>12/06/10</b>	CELL <b>[REDACTED]</b>
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. <b>[REDACTED]</b>	MILEAGE <b>23,316</b>	INVOICE NO. <b>[REDACTED]</b>
[REDACTED]	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE I.D. NO. <b>1 FMCU9EG4AK [REDACTED]</b>	COLOR <b>BLK/CHAR BL</b>	STOCK NO. <b>2907</b>
<b>GARDEN CITY, NY</b>	F.T.E. NO. <b>[REDACTED]</b>	P.O. NO. <b>[REDACTED]</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>
[REDACTED]	COMMENTS <b>[REDACTED]</b>	R.O. DATE <b>12/06/10</b>	PRODUCTION DATE <b>[REDACTED]</b>	

MO: 23319

JOB# 1 CHARGES-----

LABOR-----  
J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S):ZB6 INTERNAL  
PERFORM MULTIPOINT INSP AS PER CHECKLIST  
CHECK ALL AREAS & REPORT  
COMPLETED

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----

LABOR-----  
J# 2 06LIZ ELECTRICAL TECH(S):ZB6 WARRANTY  
CUSTOMER STATES COMPASS DOES NOT CALIBRATE  
SET ZONE & CAL COMPASS

JOB# 2 TOTALS-----

JOB# 3 CHARGES-----

LABOR-----  
J# 3 06LIZ OIL FILTER ROTATE MULTI-POINT INSPECTION  
COMPLETED

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	FL-500-5	FILTER ASY	0	
	6	XO-5820-QSP	OIL ENGINE		
TOTAL PARTS				0.00	WARRANTY

JOB# 3 TOTALS-----

JOB# 4 CHARGES-----

LABOR-----  
J# 4 24LIZ-99P BATTERY TESTED GOOD  
Added Operation (STEVENK @ 12/06/2010 10:27)  
BATTERY TESTED GOOD AT THIS TIME  
BATTERY TESTED GOOD AT THIS TIME  
BATTERY TESTED GOOD AT THIS TIME

JOB# 4 TOTALS-----

JOB# 5 CHARGES-----

LABOR-----  
J# 5+24LIZGBK BRAKES GOOD  
Added Operation (STEVENK @ 12/06/2010 10:27)  
ON OCM INSP BRAKE LININGS FOUND GOOD  
BRAKE PADS ARE 7/32" OR GREATER

JOB# 5 TOTALS-----

N.Y.S. REPAIR SHOP NO. 130 0012

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REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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CASH OR ACCREDITED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X\_\_\_\_\_

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company EPA/NTS/VE C0214178 Q (1/10)



# HEMPSTEAD FORD LINCOLN MERCURY

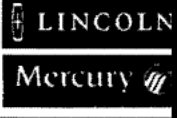
301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



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CUSTOMER NO. <b>148442</b>	ADVISOR <b>STEVEN KLETNER</b>	TAG NO. <b>470</b>	INVOICE DATE <b>12/06/10</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>170.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>23,316</b>	COLOR <b>BLK/CHAR BL</b>
[REDACTED]	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	STOCK NO. <b>2907</b>
<b>GARDEN CITY, NY</b>	VEHICLE I.D. NO. <b>1EMCU9EG4AK</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.C. NO.	R.O. DATE <b>12/06/10</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 23319

N.Y.S. REPAIR SHOP NO. 130 0012

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR-----  
 J# 6+24LIZGTIRE TIRES GOOD TECH(S):286 INTERNAL  
 Added Operation (STEVENK @ 12/06/2010 10:28)  
 TIRES ARE GOOD, TREAD IS GREATER THAN 7/32"

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00

COMMENTS-----

WAIT

TOTALS-----

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 01/03/2011 / 25000 MI 27L125CAR 25,000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INITIALS [ ]

TOTAL LABOR.... 0.00  
 TOTAL PARTS.... 0.00  
 TOTAL SUBLET... 0.00  
 TOTAL G.O.G.... 0.00  
 TOTAL MISC CHG. 0.00  
 TOTAL MISC DISC 0.00  
 TOTAL TAX..... 0.00

**TOTAL INVOICE \$ 0.00**

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
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 \*\*\*\*\*

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REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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 CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS  
 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X  
 Thank you  
 for this opportunity to serve you.

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

The Reynolds and Reynolds Company EPAINTNVE. CC214178.0. (11/00)



# HEMPSTEAD FORD LINCOLN MERCURY

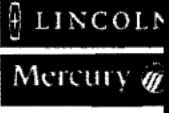
301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



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**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



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01011LICS794510

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARTA ALMEIDA</b>	TAG NO. <b>1221</b>	INVOICE DATE <b>08/25/10</b>
	LICENSE NO. <b>6233</b>	MILEAGE <b>17,699</b>	CELL #
	LABOR RATE <b>120.00</b>	DELIVERY MILES <b>2907</b>	
	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	
<b>GARDEN CITY, NY</b>	VEHICLE ID NO. <b>1EMCU9EG4AK</b>	SELLING DEALER NO.	PRODUCTION DATE <b>418</b>
	R.T.E. NO.	R.O. DATE <b>08/19/10</b>	REPRINT# <b>1</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	

**JOB# 1 CHARGES**

LABOR  
**# 1 24LIZ-99P MULTI-POINT INSPECT** INTERNAL  
 PERFORM MULTIPPOINT INSP AS PER CHECKLIST  
 CHECK ALL AREAS & REPORT COMPLETED

**JOB# 1 TOTALS**

**JOB# 2 CHARGES**

LABOR  
**# 2 00LIZ** WARRANTY  
 CUSTOMER REQUESTS LOANER CAR  
 LOANER RETURNED  
 ENTERPRISE DOC # 290747

SUBLET	PO#	VEND INV#	INV DATE	DESCRIPTION	TOTAL	SUBLET	WARRANTY
	214254	290747	08/25/10	ENTERPRISE DOC # 290747			0.00

**JOB# 2 TOTALS**

**JOB# 3 CHARGES**

LABOR  
**# 3 00LIZ**  
 CUSTOMER STATES VEHICLE IS LEAKING FROM FRONT OF VEHICLE  
 SPOTS ALL OVER DRIVEWAY PLEASE CHECK AND ADVISE  
 PTU INNER AND OUTER SEALS LEAKING  
 CHECK FOR AND INSPECT FOR LEAK AT PTU, USE BLACK LIGHT TO TEST  
 REMOVE PTU UNIT, REPLACE INNER AND OUTER SEALS, REINSTALL  
 ROADTEST AND RAISE TRUCK ON LIFT TO REINSPECT FOR LEAKS  
 OP 7000E  
 OP 7003B  
 OP 7003B3

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	3LBZ-7H469-AA	SEAL		WARRANTY
	1	ALBZ-7H424-A	SEAL		WARRANTY
	1	3LBZ-7H426-AA	SEAL		WARRANTY
	1	YLBZ-7H459-AC	COVER - DUST		WARRANTY
	1	9LBZ-1177-C	SEAL		WARRANTY
	1	XY-75W140-QL	OIL - REAR AXL		WARRANTY
	1	XT-10-QLVC	OIL - AUTOMAT		WARRANTY

**JOB# 3 TOTALS**

**JOB# 3 JOURNAL PREFIX LICs JOB# 3 TOTAL 0.00**

**MO: 17711**  
 N.Y.S. REPAIR SHOP NO. 130 0012

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REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company ERA11178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY 794510



301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490

**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



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010111LICS794510

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG NO. <b>6233 1221</b>	INVOICE DATE <b>08/25/10</b>	CELL
	LABOR RATE <b>120.00</b>	LICENSE NO.	MILEAGE <b>17,699</b>	COLOR <b>BLK/CHAR BL</b>
<b>GARDEN CITY, NY</b>	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	REPRINT# <b>1</b>
	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/19/10</b>	
COMMENTS				MO: <b>17711</b>

JOB# 4 CHARGES

LABOR  
**J# 4+OBLIZ DRIVEABILITY TECH(S) 30164 WARRANTY**  
 Added Operation (MARIA @ 08/20/2010 09:38)  
 CUSTOMER STATES CHECK ON ACEL. HESTATION FELT  
 ROADTESTED NORMAL AND COULD NOT DUPLICATE  
 ROAD TESTED VEHICLE 11 MILES

JOB# 4 TOTALS

JOB# 5 CHARGES

LABOR  
**J# 5+24126BATT BATTERY GOOD**  
 Added Operation (MARIA @ 08/25/2010 15:05)  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

JOB# 5 TOTALS

JOB# 6 CHARGES

LABOR  
**J# 6+24127BATT BATTERY GOOD**  
 Added Operation (MARIA @ 08/25/2010 15:05)  
 ON QCM INSP FOUND TIRES GOOD COND  
 BEYOND TREAD WEAR 7/32 OR GREATER  
 ADVISE CUSTOMER  
 COMPLETED

JOB# 6 TOTALS

JOB# 7 CHARGES

LABOR  
**J# 7+24127BATT BATTERY GOOD**  
 Added Operation (MARIA @ 08/25/2010 15:05)  
 ON QCM INSP BRAKE LININGS FOUND GOOD  
 COMPLETED

JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX LICs JOB# 7 TOTAL 0.00

COMMENTS  
 DROP OFF LOANER

N.Y.S. REPAIR SHOP NO. 130 0012

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Thank you  
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The Reynolds and Reynolds Company ERMAINTIVE 02314178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY 794510

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS**  
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**SERVICE**  
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010111CS794510

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARTA ALMETDA</b>	TAG NO. <b>6233 1221</b>	INVOICE DATE <b>08/25/10</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>17,699</b>	COLOR <b>BLK/CHAR BI</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LTMITD</b>	VEHICLE I.D. NO. <b>1 F M C U 9 F G 4 A K [REDACTED]</b>	DELIVERY DATE <b>11/12/09</b>	STOCK NO. <b>2907</b>
<b>GARDEN CITY, NY</b>	F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/19/10</b>	DELIVERY MILES <b>418</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	REPRINT# <b>1</b>	

MO: 17711

**TOTALS**

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 08/19/2010 / 17711 MI 27LI15CAR 15,000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INTIALS [ ]

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE. WE  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY  
 \* AT (516)483-7750 EXT. 101 AND ASK FOR OLIVER CAYAN  
 \*\*\*\*\*

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

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REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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 GUY IS HEREBY ACKNOWLEDGED ON ABOVE CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.  
 CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_

*Thank you  
for this opportunity to serve you.*

The Reynolds and Reynolds Company ERAINTIVE 0214178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY 103

301 N. Franklin St. Hempstead, L.I., N.Y. 11551-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*  
 Since we are open 24/7 at [www.Hempsteadfilm.com](http://www.Hempsteadfilm.com)

CUSTOMER No. CUSTOMER NO. <b>148442</b>	ADVISOR ADVISOR <b>MARTA ALMEIDA</b> 6233	TAG No. TAG NO. <b>1931</b>	INVOICE DATE INVOICE DATE <b>08/17/10</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	CELL #
LABOR RATE <b>120.00</b>		MILEAGE <b>17,593</b>	STOCK No. STOCK NO. <b>2907</b>
YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>		DELIVERY DATE DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES DELIVERY MILES <b>418</b>
VEHICLE ID No. VEHICLE ID NO. <b>1FMCU9EG4AK</b>		SELLING DEALER NO.	PRODUCTION DATE
P.O. No. P.O. NO.		R.O. DATE R.O. DATE <b>08/12/10</b>	

MO: 17627

LABOR & PARTS	DESCRIPTION	TECH(S)	WARRANTY
J# 1 24LIZ-99P WORLDCLASS INSP/QCM PERFORM MULTIPOINT INSP AS PER CHECKLIST CHECK ALL AREAS & REPORT COMPLETED		0164	INTERNAL
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----			
	JOB # 1 TOTAL PARTS		0.00
	JOB # 1 TOTAL LABOR & PARTS		0.00
J# 2 05LIZLEAK CK LEAK CUSTOMER STATES DIFFERENTIAL FLUID IS LEAKING FRONT RIGHT SIDE DIFFERENTIAL TUBE LEAKING CK AND INSPECT FOR LEAK, REMOVE ANSD SILICONE VENT SEAL BOLT AND REINSTALL. TIGHTEN AND ROADTEST TO RETEST.		0164	WARRANTY
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----			
	JOB # 2 TOTAL PARTS		0.00
	JOB # 2 TOTAL LABOR & PARTS		0.00
J# 3 10LIZ FRT WHEEL TRANSMISSI CUSTOMER STATES AT LOW SPEEDS VEHICLE VIBRATES HEARS SOUNDS THEN AT HIGHER SPEEDS NO POWER PLEASE CHECK AND ADVISE OSS SPEED SENSOR AND LEAD PLATE, CLEARED CODE AND RETESTED TSB 10-1-7 HOOK UP IDS AND TEST FOR DTC'S. MONITOR AND PPT C1 TO C6 TES T OSS SENSOR AS PER PPT FOR 5 OHMS OR LESS, REPLACE OSS SENS OR AND LEAD PLATE. ADD FLUID AND CLEAT KAM RETEST. PASSED ROADTESTED AND TRANS SHIFTED NORMAL AND OPERATED NORMAL		0164	WARRANTY
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----			
JOB # 3 1 9L8Z-7H103-B JOB # 3 1 9L8Z-7G276-A JOB # 3 4 XT-10-QLVC	SENSOR - OUTPU CONNECTOR OIL - AUTOMATI		WARRANTY WARRANTY WARRANTY
	JOB # 3 TOTAL PARTS		0.00
	JOB # 3 TOTAL LABOR & PARTS		0.00
J# 4 00LIZ LOANER CAR CUSTOMER REQUESTS LOANER CAR LOANER RETURNED ENTERPRISE DOC # 290498		999	WARRANTY
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----			
	JOB # 4 TOTAL PARTS		0.00
	JOB # 4 TOTAL LABOR & PARTS		0.00
J# 5+27LIZ1P OIL & FILTER CHANGE REQUEST OIL AND FILTER CHANGE MAINTENANCE		0164	12.45

N.Y.S. REPAIR SHOP NO. 130 0012

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Thank you  
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The Reynolds and Reynolds Company EPAINTNIVE C2E14 178 Q (06/05)



# HEMPSTEAD FORD LINCOLN MERCURY 1103

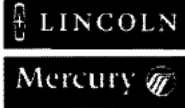
301 N. Franklin St. Hempstead, L.I., N.Y. 11551-0490



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0101ILICS794103

Since we are open 24/7 at [www.Hempsteadfm.com](http://www.Hempsteadfm.com)

CUSTOMER No CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG No TAG NO. <b>1931</b>	INVOICE DATE INVOICE DATE <b>08/17/10</b>	CELL
	LABOR RATE <b>120.00</b>	MILEAGE <b>17,593</b>	COLOR <b>BLK/CHAR BL</b>	STOCK No STOCK NO. <b>2907</b>
	YEAR MAKE MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	
<b>GARDEN CITY, NY</b>	VEHICLE ID No. <b>1EMCU9EG4AK</b>	SELLING DEALER NO. SELLING DEALER NO.	PRODUCTION DATE PRODUCTION DATE	
	F.T.E. No. F.T.E. NO.	P.O. No. P.O. NO.	R.O. DATE R.O. DATE <b>08/12/10</b>	
	COMMENTS COMMENTS			

MO: 17627

PERFORM OIL AND FILTER CHANGE  
O/F

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 5	1	FL-500-S	FILTER ASY - 0	6.50	6.50
JOB # 5	6	OIL	SEMI/SYN BLEND	3.00	18.00
				JOB # 5 TOTAL PARTS	24.50
				JOB # 5 TOTAL LABOR & PARTS	36.95

J# 6+24LIZGBATT BATTERY GOOD  
 Added Operation (MARIA @ 08/17/2010 07:23)  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 TECH(S):0164 INTERNAL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 6 TOTAL PARTS	0.00
				JOB # 6 TOTAL LABOR & PARTS	0.00

J# 7+24LIZGBK BRAKES GOOD  
 Added Operation (MARIA @ 08/17/2010 07:23)  
 ON QCM INSP BRAKE LININGS FOUND GOOD  
 COMPLETED  
 TECH(S):0164 INTERNAL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 7 TOTAL PARTS	0.00
				JOB # 7 TOTAL LABOR & PARTS	0.00

J# 8+24LIZGTIRE TIRES GOOD  
 Added Operation (MARIA @ 08/17/2010 07:23)  
 ON QCM INSP FOUND TIRES GOOD COND  
 FOUND TREAD WEAR 7/32 OR GREATER  
 ADVISE CUSTOMER  
 COMPLETED  
 TECH(S):0164 INTERNAL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 8 TOTAL PARTS	0.00
				JOB # 8 TOTAL LABOR & PARTS	0.00

SUBLET	PO#	VEND INV#	INV DATE	DESCRIPTION	WARRANTY
JOB # 4	214145	290498	08/17/10	ENTERPRISE DOC # 290498	
TOTAL - SUBLET					0.00

ESTIMATE  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$36.95 (+TAX)

COMMENTS  
 DROP OFF // LOANER

N.Y.S. REPAIR SHOP NO. 130 0012  
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 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
 for this opportunity to serve you.

# HEMPSTEAD FORD LINCOLN MERCURY 103

301 N. Franklin St. Hempstead, L.I., N.Y. 11551-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



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CUSTOMER No CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARIA ALMEIDA</b>	TAG No TAG NO. <b>6233 1931</b>	INVOICE DATE INVOICE DATE <b>08/17/10</b>
	LABOR RATE <b>120.00</b>	MILEAGE <b>17,593</b>	COLOR <b>BLK/CHAR BL</b>
<b>GARDEN CITY, NY</b>	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	STOCK NO. <b>2907</b>
	VEHICLE ID No. <b>1 F M C U 9 E G 4 A K</b>	SELLING DEALER NO.	DELIVERY MILES <b>418</b>
	E.T.E. No. P.O. No.	R.O. DATE R.O. DATE <b>08/12/10</b>	PRODUCTION DATE
COMMENTS			<b>MO: 17627</b>

**TOTALS**

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 08/12/2010 / 17627 MI 27L115CAR 15,000 MILE SERVICE \*  
 \*\*\*\*\*  
 [ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB  
 CASHIER INTIALS [ ]  
 \*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \*AT(516)483-7750 EXT.101 AND ASK FOR OLIVER.THANK YOU AGAIN\*  
 \*\*\*\*\*

TOTAL LABOR....	12.45
TOTAL PARTS....	24.50
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	3.19
<b>TOTAL INVOICE \$</b>	<b>40.14</b>

N.Y.S. REPAIR SHOP NO. 130 0012

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CUSTOMER SIGNATURE

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company ERMINTIVE 00214178 G (08/08)



# HEMPSTEAD FORD LINCOLN MERCURY 5790978

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



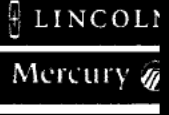
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01011

CUSTOMER NO. <b>148442</b>	ADVISOR <b>MARTA ALMEIDA</b>	TAG NO. <b>1110</b>	INVOICE DATE <b>06/25/10</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>14,104</b>	COLOR <b>BLK/CHAR BI</b>
[REDACTED]	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE I.D. NO. <b>1EMCU9EG4AK</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>2907</b>
GARDEN CITY, NY [REDACTED]	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE <b>418</b>
[REDACTED]	[REDACTED]	[REDACTED]	R.O. DATE <b>06/14/10</b>	[REDACTED]
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 14111

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S) [REDACTED] INTERNAL  
 PERFORM MULTIPOINT INSP AS PER CHECKLIST  
 CHECK ALL AREAS & REPORT COMPLETED

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----

LABOR-----  
 J# 2 10LIZCKTRANS CHECK TRANSMISSION WARRANTY  
 CUSTOMER STATES WHILE DRIVING HESITATION FELT DELAY AND THEN BANGS INTO GEAR. NOTICED ON A INCLINE ACCELERATOR WOULD NOT RESPOND ENGINE RACED AND CHECK ENGINE LIGHT CAME ON. NOT SHIFTING PROPERLY. ORDERED NECESSARY PARTS. TRANS DIRECT AND LOW CLUTCHES BURNT COMPLETE DISASSEMBLE AND OVERHAUL. MORE THAN 15B ROADTEST TO VERIFY TRANS SLIP. HOOK UP IDS AND MONITOR PIDS FWD REV 1ST 2ND 3RD RR TRANS AND DISASSEMBLE TO LOCATE AND PRESSURE TEST CLUTCHES. OVERHAUL TRANS ASSY AND REINSTALL. FLUSH COOLER AND LINES. CLEAR DTC'S AND RETEST. SEE MARIA

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	9L8Z-7153-G	KIT GASKET		WARRANTY
	1	9L8Z-7A100-C	CONTROL ASSY		WARRANTY
	1	9L8Z-7A100-C	CORE RETURN		WARRANTY
	1	TA-29	SEALANT SILI		WARRANTY
	9	XT-10-QLVC	OIL AUTOMATI		WARRANTY
	1	AL8Z-7H424-A	SEAL		WARRANTY
	1	7E5Z-7086-A	BASKET		WARRANTY
				TOTAL PARTS	0.00

JOB# 2 TOTALS-----

JOB# 3 CHARGES-----

LABOR-----  
 J# 3 00LIZ CUSTOMER REQUESTS LOANER CAR LOANER RETURNED ENTERPRISE DOC # 288326

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	TOTAL	SUBLET	WARRANTY
	213551	288326	06/25/10		ENTERPRISE DOC # 288326			0.00
							TOTAL	0.00

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX LICs JOB# 3 TOTAL 0.00

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X  
 Thank you  
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The Reynolds and Reynolds Company EPRINTNIVE C2314178 0. (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY

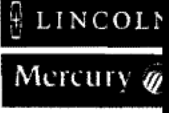
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01011

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[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>14,104</b>	COLOR <b>BLK/CHAR BL</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	PRODUCTION DATE
GARDEN CITY, NY	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	SELLING DEALER NO.	R.O. DATE <b>06/14/10</b>	
RESIDENCE PHONE	F.T.E. NO.	P.O. NO.	COMMENTS	

JOB# 4 CHARGES-----

LABOR-----  
 J# 4+24LIZGBATT BATTERY GOOD TECH(S) 0164 INTERNAL  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

JOB# 4 TOTALS-----

JOB# 5 CHARGES-----

LABOR-----  
 J# 5+24LIZGTIRE TIRES GOOD TECH(S) 0164 INTERNAL  
 ON OCM INSP FOUND TIRES GOOD COND  
 FOUND TREAD WEAR 7/32 OR GREATER  
 ADVISE CUSTOMER  
 COMPLETED

JOB# 5 TOTALS-----

JOB# 6 CHARGES-----

LABOR-----  
 J# 6+24LIZGTIRE TIRES GOOD TECH(S) 0164 INTERNAL  
 ON OCM INSP BRAKE LINTINGS FOUND GOOD  
 COMPLETED

JOB# 6 TOTALS-----

COMMENTS  
 DROP-OFF

N.Y.S. REPAIR SHOP NO. 130 0012

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# HEMPSTEAD FORD LINCOLN MERCURY

108790978



301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490

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01011

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[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>14,104</b>	COLOR <b>BLK/CHAR BL</b>
<b>GARDEN CITY, NY</b>	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>
[REDACTED]	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE <b>06/14/10</b>	

MO: 14111

**TOTALS**

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 06/21/2010 / 15000 MI 27LI15CAR 15,000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB  
 CASHIER INTIALS [ ]

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE. \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION. \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \* AT (516)483-7750 EXT 101 AND ASK FOR OLIVER CAZAR \*  
 \*\*\*\*\*

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**

N.Y.S. REPAIR SHOP NO. 130 0012

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

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

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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 THEREIN. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.  
 CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

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

X \_\_\_\_\_

*Thank you  
 for this opportunity to serve you.*

The Reynolds and Reynolds Company EPAINTNWE CCR14179 Q (1/1/10)



# HEMPSTEAD FORD LINCOLN MERCURY

108789493

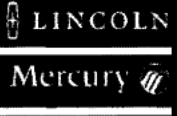


301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490

**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*



01011

ience we are open 24/7 at [www.Hempsteadflm.com](http://www.Hempsteadflm.com)

CUSTOMER NO. <b>148442</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>184</b>	INVOICE DATE <b>05/17/10</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>12,125</b>	COLOR <b>BLK/CHAR BI</b>
<b>GARDEN CITY, NY</b>	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	DELIVERY DATE <b>11/12/09</b>	STOCK NO. <b>2907</b>
[REDACTED]	F.T.E. NO.	F.O. NO.	SELLING DEALER NO.	DELIVERY MILES <b>418</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE <b>05/13/10</b>	PRODUCTION DATE

MO: 12131

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S) 0164 INTERNAL  
 PERFORM MULTIPOINT INSP AS PER CHECKLIST  
 CHECK ALL AREAS & REPORT  
 COMPLETED

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

JOB# 2 CHARGES-----

LABOR-----  
 J# 2 00LIZ1 LOANER CAR TECH(S) 224 WARRANTY  
 CUSTOMER REQUESTS LOANER CAR  
 LOANER RETURNED

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
 213077 287258 05/17/10 LOANER DOC#287258  
 TOTAL SUBLET WARRANTY 0.00

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

JOB# 3 CHARGES-----

LABOR-----  
 J# 3 01710RTS 10B15 REPROGRAM POWER TRAIN CONTROL MODULE WARRANTY  
 PERFORM RECALL 10B15 REPROGRAM POWER TRAIN CONTROL MODULE  
 PERFORM RECALL 10B15C  
 PERFORM RECALL 10B15 POWER TRAIN MODULE REPROGRAM

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

JOB# 4 CHARGES-----

LABOR-----  
 J# 4 10LIZ1 CRUISE CONTROL TRANSMISSION TECH(S) 224 WARRANTY  
 CUSTOMER STATES BUCKS AND BANGS WHEN STARTING DEF  
 OP 10B15D ATTACHED TO RO  
 CK AND PERFORM OASIS SSM RECALL  
 PCM A07A-12A650-BVB 5/17/2010

JOB# 4 TOTALS-----  
 JOB# 4 JOURNAL PREFIX LICs JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----  
 J# 5+24LIZGBATT BATTERY GOOD TECH(S) 224 INTERNAL  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

N.Y.S. REPAIR SHOP NO. 130 0012  
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ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

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 CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X  
 Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company ERANTINVE CC214178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY

168789493



301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490

**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



Established in 1929. The kind of dealer every car should come with.

ience we are open 24/7 at www.Hempsteadflm.com

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CUSTOMER NO. <b>148442</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052</b>	INVOICE DATE <b>05/17/10</b>
	LABOR RATE <b>120.00</b>	MILEAGE <b>184</b>	COLOR <b>BLK/CHAR BL</b>
	YEAR/MAKE/MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>
<b>GARDEN CITY, NY</b>	VEHICLE ID. NO. <b>1EMCU9EG4AK</b>	SELLING DEALER NO.	PRODUCTION DATE
	R.O. DATE <b>05/13/10</b>		
COMMENTS			

MO: 12131

N.Y.S. REPAIR SHOP NO. 130 0012

BATTERY TESTED GOOD AT THIS TIME

JOB# 5 TOTALS.....

JOB# 6 CHARGES..... JOB# 5 JOURNAL PREFIX LICs JOB# 5 TOTAL 0.00

LABOR  
 J# 6+24LIZGBK BRAKES GOOD TECHS: D164 INTERNAL  
 ON QCM INSP BRAKE LININGS FOUND GOOD  
 COMPLETED

JOB# 6 TOTALS.....

JOB# 7 CHARGES..... JOB# 6 JOURNAL PREFIX LICs JOB# 6 TOTAL 0.00

LABOR  
 J# 7+24LIZGBK TIRES GOOD TECHS: D164 INTERNAL  
 ON QCM INSP FOUND TIRES GOOD COND  
 FOUND TREAD WEAR 7/32 OR GREATER  
 ADVISE CUSTOMER  
 COMPLETED

JOB# 7 TOTALS.....

COMMENTS  
 LOANER RENTAL

TOTALS.....

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\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE:  
 \* 05/13/2010 / 12131 MI 27L110CAR 10,000 MILE SERVICE  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INTIALS [ ]

TOTAL LABOR..... 0.00  
 TOTAL PARTS..... 0.00  
 TOTAL SUBLET..... 0.00  
 TOTAL G.O.G..... 0.00  
 TOTAL MISC CHG..... 0.00  
 TOTAL MISC DISC..... 0.00  
 TOTAL TAX..... 0.00

**TOTAL INVOICE \$ 0.00**

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!!\*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION\*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY\*  
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 \* AT (516)483-7750 EXT.101 AND ASK FOR OLIVER CZAVAR\*  
 \*\*\*\*\*

Thank you  
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The Reynolds and Reynolds Company ERANTHIVE GC214178 Q (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY 789493

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS**  
(516) 483-7200

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(516) 483-5820



**SERVICE**  
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(516) 483-6873



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CUSTOMER NO. <b>148442</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052</b>	INVOICE DATE <b>05/17/10</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>12,125</b>	COLOR <b>BLK/CHAR BL</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD TRUCK/ESCAPE/4DR 4WD LIMITED</b>	DELIVERY DATE <b>11/12/09</b>	DELIVERY MILES <b>418</b>	STOCK NO. <b>2907</b>
<b>GARDEN CITY, NY</b>	VEHICLE I.D. NO. <b>1 F M C U 9 E G 4 A K</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>05/13/10</b>	
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS		

MO: 12131

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

N.Y.S. REPAIR SHOP NO. 130 0012

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X \_\_\_\_\_

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company EPRINTXIVE CC214178 Q (11/10)



REPORT (NHR) # [REDACTED]  
 VIN: [REDACTED]  
 FORD [REDACTED]  
 USA: EN-25

VEHICLE INFORMATION  
 VEHICLE DESCRIPTION: 2010 ESCAPE  
 TRANSMISSION: 6 SPEED AUTO 6F MID  
 PAINT COLOR: EBONY SOLID CC  
 AXLE RATIO: 3.51 FINAL DRIVE RATIO  
 SYNC VERSION: V3

BODY STYLE  
 MAKE  
 MODEL  
 YEAR

- WARNING MESSAGES  
 CUOL - THIS VEHICLE HAS A CLOSED-CIRCUIT MONITORING SYSTEM  
 VERIFY STATE REGISTRATION, VEHICLE IDENTIFICATION NUMBER

- ACCURATE REPAIR NOTIFICATION  
 NO AIR MESSAGES FOUND

- GENERAL WARRANTY INFORMATION  
 WARRANTY START DATE: [REDACTED]

- OUTSTANDING FIELD SERVICE  
 NO CAMPAIGN RECALLS FOUND

- MARKETING REWARDS  
 OWNER ADMINISTRATION: [REDACTED]  
 OA MEMBER NUMBER: [REDACTED]

- EXTENDED COVERAGE  
 0005 - USA 2010 LIMITED WARRANTY  
 STANDARD BENEFIT: \$500  
 EXPIRATION DATE: 31-AUGUST-2010  
 TOWING: \$500  
 OWNER OF VEHICLE MUST SIGN COVERAGE AGREEMENT TO APPLY

- WARRANTY REPAIR HISTORY

Basic Vehicle Basic Warranty  
 SALE WELFARE 00418

DEALER SALES BALANCE: \$100.00

Competitive make ESP part verification

OPTIONS:  
 RENTAL: 0 UP TO 0 DAYS  
 ESP CONTRACT START DATE: 31-AUGUST-2010

18-OCTOBER-2011

DEALER: Hampstead Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 032544M

PART NUMBER	PART DESCRIPTION	QTY	LABOR OP	CONDITION CODE	CONDITION DESC
AKZ 674A	FLUENT ASP OIL FLT	1	82	82	FREIGHT/POSTAGE/MAINTENANCE
XD 3900CP	VEHICLE MAINTENANCE	1	MULTI		
8887	VEHICLE MAINTENANCE	1			

MAINTENANCE COMPLETED

28-APRIL-2011

DEALER: Hampstead Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 027761M

PART NUMBER	PART DESCRIPTION	QTY	LABOR OP	CONDITION CODE	CONDITION DESC
AKZ 674A	FLUENT ASP OIL FLT	1	82	82	FREIGHT/POSTAGE/MAINTENANCE
XD 3900CP	VEHICLE MAINTENANCE	1	MULTI		
8887	VEHICLE MAINTENANCE	1			

SERVICE COMPLETED

06-DECEMBER-2010

DEALER: Hampstead Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 023316M

PART NUMBER	PART DESCRIPTION	QTY	LABOR OP	CONDITION CODE	CONDITION DESC
AKZ 674A	FLUENT ASP OIL FLT	1	82	82	FREIGHT/POSTAGE/MAINTENANCE
XD 3900CP	VEHICLE MAINTENANCE	1	MULTI		
8887	VEHICLE MAINTENANCE	1			

PERFORMABLE SERVICE

[Click Here for Full Warranty History](#)

• SYMPTOM CODE INFORMATION

21321 - Steering > Noise > Steering > While Turning

SPECIAL SERVICE MESSAGES

21321 2009-2010 ESCAPE/MARINER - BUILT ON OR AFTER 3/16/2009 - CLUNK NOISE AT STEERING STOPS DURING FIRST LOCK-TO-LOCK CYCLE  
 SOME 2009-2010 ESCAPE/MARINER VEHICLES BUILT ON OR AFTER 3/16/2009 MAY EXHIBIT A SLIGHT CLUNK NOISE THAT ONLY OCCURS WHEN THE STEERING RACK CONTACTS THE END OF THE TRAVEL STOP FOR THE FIRST TIME FOLLOWING AN IGNITION KEY CYCLE. THE NOISE TYPICALLY OCCURS DURING TIGHT PARKING LOT MANEUVERS. THE CLUNK NOISE HEARD ON THE FIRST STEERING LOCK-TO-LOCK CYCLE IS A NORMAL CHARACTERISTIC OF THE SYSTEM. ONCE THE ELECTRONIC POWER ASSIST STEERING (EPAS) SYSTEM DETERMINES CENTER, THE SOFTWARE IS DESIGNED TO INCREASE STEERING EFFORT NEAR THE HARD STOPS TO PREVENT THE NOISE FROM OCCURRING UNTIL THE NEXT IGNITION KEY CYCLE. DO NOT REPLACE THE STEERING COLUMN FOR THIS CONCERN.  
 EFFECTIVE DATE: 05/03/2010



**KIMMEL & SILVERMAN**  
P.C.

30 EAST BUTLER PIKE  
AMBLER, PA 19002



Ms. Cherie Leich  
Ford Consumer Affairs  
16800 Executive Plaza Drive 3NE-301  
Dearborn, Mi 48126





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

**RE:** **Process Served in New Jersey**

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



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

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

**DOCUMENT(S) SERVED:** Summons, Attachment(s), Case Information Statement, Complaint, Jury Demand, Certification(s), Exhibit(s), Designation

**COURT/AGENCY:** Union County Superior Court - Law Division, NJ  
Case # UNNL426511

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2010 Mercury Milan, VIN# 3MEHM0JG8AR [REDACTED]

**ON WHOM PROCESS WAS SERVED:** The Corporation Trust Company, West Trenton, NJ

**DATE AND HOUR OF SERVICE:** By Process Server on 12/02/2011 at 12:05

**JURISDICTION SERVED:** New Jersey

**APPEARANCE OR ANSWER DUE:** Within 35 days, not counting the date you received it

**ATTORNEY(S) / SENDER(S):** Jacqueline C. Herritt, Esquire  
Kimmel & Silverman, P.C.  
Executive Quarters  
1930 E. Marlon Pike  
Suite Q29  
Cherry Hill, NJ 08003  
856-429-8334

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight, 797799308440  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** The Corporation Trust Company  
**PER:** Lissette Santiago-Rivera  
**ADDRESS:** 820 Bear Tavern Road  
3rd Floor  
West Trenton, NJ 08628  
**TELEPHONE:** 609-538-1818



**APPENDIX XII. SUMMONS AND CIVIL CASE INFORMATION STATEMENT (CIS)**

**APPENDIX XII- A. SUMMONS**

Attorney(s): JACQUELINE C. HERRITT, ESQUIRE  
Address: Executive Quarters  
1930 E. Marlton Pike, Suite Q29  
Cherry Hill, NJ 08003  
Telephone No.: 856-429-8334  
Attorney(s) for Plaintiff(s)

	vs.	Plaintiff(s)
<b>Ford Motor Company</b>		Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
UNION COUNTY

DOCKET NO. UNN-L-4265-11  
CIVIL ACTION

Summons

From The State of New Jersey To the Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided. Lawyer Referral Service

\_\_\_\_\_  
Acting Clerk of the Superior Court Clerk

Dated:  
Name of Defendant to be Served: Ford Motor Company  
Address of the Defendant to be Served:

**ATLANTIC COUNTY:**

Deputy Clerk of the Superior  
Court Civil Division, Direct Filing  
1201 Bacharach Blvd., First  
Fl. Atlantic City, NJ 08401

LA WYER REFERRAL  
(609) 345-3444  
LEGAL SERVICES  
(609) 348-4200

**BERGEN COUNTY:**

Deputy Clerk of the Superior Court  
Case Processing Section, Room  
119 Justice Center, 10 Main St.  
Hackensack, NJ 07601-0769

LAWYER REFERRAL  
(201) 488-0044  
LEGAL SERVICES  
(201) 487-2166

**BURLINGTON COUNTY:**

Deputy Clerk of the Superior  
Court Central Processing Office  
Attn: Judicial Intake  
First Fl., Courts Facility  
49 Rancocas Rd.  
Mt. Holly, NJ 08060

LA WYER REFERRAL  
(609) 261-4862  
LEGAL SERVICES  
(609) 261-1088

**CAMDEN COUNTY:**

Deputy Clerk of the Superior  
Court Civil Processing Office  
1st Fl., Hall of Records  
101 S. Fifth St.  
Camden, NJ 08103

LA WYER REFERRAL  
(856) 964-4520  
LEGAL SERVICES  
(856) 964-2010

**CAPE MAY COUNTY:**

Deputy Clerk of the Superior  
Court 9 N. Main Street  
Box DN-209  
Cape May Court House, NJ 08210

LAWYER REFERRAL  
(609) 463-03 13  
LEGAL SERVICES  
(609) 465-3001

**CUMBERLAND COUNTY:**

Deputy Clerk of the Superior  
Court Civil Case Management  
Office Broad & Fayette Sts., P.O.  
Box 615 Bridgeton, NJ 08302

LA WYER REFERRAL  
(856) 692-6207  
LEGAL SERVICES  
(856) 451-0003

**ESSEX COUNTY:**

Deputy Clerk of the Superior  
Court 50 West Market Street  
Room 131  
Newark, NJ 07102

LA WYER REFERRAL  
(973) 622-6207  
LEGAL SERVICES  
(973) 624-4500

**GLOUCESTER COUNTY:**

Deputy Clerk of the Superior  
Court Civil Case Management  
Office Attn: Intake  
First Fl., Court House  
1 North Broad Street, P.O. Box  
129 Woodbury, NJ 08096

LA WYER REFERRAL  
(856) 848-4589  
LEGAL SERVICES  
(856) 848-5360

**HUDSON COUNTY:**

Deputy Clerk of the Superior  
Court Superior Court, Civil  
Records Dept. Brennan Court  
House 1st Floor 583 Newark Ave.  
Jersey City, NJ 07306

LAWYER REFERRAL  
(201) 798-2727  
LEGAL SERVICES  
(201) 792-6363



**HUNTERDON COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
65 Park Avenue  
Flemington, NJ 08822

LA WYER REFERRAL  
(908) 735-2611  
LEGAL SERVICES  
(908) 782-7979

**MERCER COUNTY:**

Deputy Clerk of the Superior Court  
Local Filing Office, Courthouse 175  
S. Broad Street, P.O. Box 8068  
Trenton, NJ 08650

LA WYER REFERRAL  
(609) 585-6200  
LEGAL SERVICES  
(609) 695-6249

**MIDDLESEX COUNTY:**

Deputy Clerk of the Superior Court  
Administration Building  
Third Floor  
1 Kennedy Sq., P.O. Box 2633  
New Brunswick, NJ 08903-2633

LA WYER REFERRAL  
(732) 828-0053  
LEGAL SERVICES  
(732) 249-7600

**MONMOUTH COUNTY:**

Deputy Clerk of the Superior Court  
Court House  
71 Monument Park  
P.O. Box 1269  
Freehold, NJ 07728-1269

LA WYER REFERRAL  
(732) 431-5544  
LEGAL SERVICES  
(732) 866-0020

**MORRIS COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
30 Schuyler Pl., P.O. Box 910  
Morristown, NJ 07960-0910

LA WYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 285-6911

**OCEAN COUNTY:**

Deputy Clerk of the Superior Court  
Court House, Room 119  
118 Washington Street  
Toms River, NJ 08754

LAWYER REFERRAL  
(732) 240-3666  
LEGAL SERVICES  
(732) 341-2727

**PASSAIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
Court House  
77 Hamilton St.  
Paterson, NJ 07505

LA WYER REFERRAL  
(973) 278-9223  
LEGAL SERVICES  
(973) 345-7171

**SALEM COUNTY:**

Deputy Clerk of the Superior Court  
92 Market St., P.O. Box 18  
Salem, NJ 08079

LA WYER REFERRAL  
(856) 935-5628  
LEGAL SERVICES  
(856) 451-0003

**SOMERSET COUNTY:**  
Deputy Clerk of the Superior Court Civil  
Division Office  
New Court House, 3rd Fl.  
P.O. Box 3000  
Somerville, NJ 08876

LAWYER REFERRAL  
(908) 685-2323  
LEGAL SERVICES  
(908) 231 0840

**SUSSEX COUNTY:**  
Deputy Clerk of the Superior Court  
Sussex County Judicial Center 43-47  
High Street  
Newton, NJ 07860

LAWYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 383-7400



**UNION COUNTY:**  
Deputy Clerk of the Superior Court 1st  
Fl., Court House  
2 Broad Street  
Elizabeth, NJ 07207-6073

LA WYER REFERRAL  
(908) 353-4715  
LEGAL SERVICES  
(908) 354-4340

**WARREN COUNTY:**  
Deputy Clerk of the Superior Court Civil  
Division Office  
Court House  
413 Second Street Belvidere  
NJ 07823-1500

LA WYER REFERRAL  
(908) 267-5882  
LEGAL SERVICES  
(908) 475-2010



	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. <b>Pleading will be rejected for filing, under Rule 1:5-6(c),                  if information above the black bar is not completed or                  if attorney's signature is not affixed.</b>		FOR USE BY CLERKS OFFICE ONLY	
					PAYMENT TYPE: <input type="checkbox"/> CR <input type="checkbox"/> CG <input type="checkbox"/> CA	
					CHG/CK NO.	
					AMOUNT: <b>RECEIVED / FILED</b> <i>Superior Court of New Jersey</i> OVERPAYMENT: <b>NOV 15 2011</b> BATCH NUMBER: <b>CIVIL CASE MANAGEMENT</b> UNION COUNTY	
ATTORNEY/PRO SE NAME Jacqueline C. Herritt, Esq.		TELEPHONE NUMBER (856) 429-8334		COUNTY OF VENUE UNION		
FIRM NAME (if applicable) Kimmel & Silverman, P.C.		DOCKET NUMBER (When available) <b>UNNL 4265 11</b>				
OFFICE ADDRESS Executive Quarters 1930 E. Marlton Pike, Suite Q29 Cherry Hill, NJ 08003		DOCUMENT TYPE Complaint				
		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
NAME OF PARTY (e.g. John Doe, Plaintiff) [Redacted] Plaintiff		CAPTION [Redacted] Ford Motor Company				
CASE TYPE NUMBER (See reverse side for listing) 512 - Lemon Law		IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.				
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS				
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN				
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>						
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION						
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS				
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:						
 DO YOU OR YOUR CLIENT HAVE ANY NEEDS UNDER THE AMERICANS WITH DISABILITIES ACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION				
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES FOR WHAT LANGUAGE?				
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).						
ATTORNEY SIGNATURE: [Redacted]						



**CIVIL CASE INFORMATION STATEMENT  
(CIS)**

Use for initial pleadings (not motions) under *Rule 4:5-1*

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track 1 — 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 398 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 601 SUMMARY ACTION
- 602 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

**Track 2 — 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (included bodily injury)
- 699 TORT – OTHER

**Track 3 — 450 days' discovery**

- 005 CIVIL RIGHTS
- 303 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 804 MEDICAL MALPRACTICE
- 806 PRODUCT LIABILITY
- 807 PROFESSIONAL MALPRACTICE
- 808 TOXIC TORT
- 809 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV – Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PEROGATIVE WRITS

**Centrally Managed Litigation (Track IV)**

- |                                  |  |
|----------------------------------|--|
| 280 ZELNORM                      | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 285 STRYKER TRIDENT HIP IMPLANTS | 291 PELVIC MESH/GYNECARE                   |
| 288 PRUDENTIAL TORT LITIGATION   | 292 PELVIC MESH/BARD                       |
| 289 REGLAN                       | 293 DEPUY ASR HIP IMPLANT LITIGATION       |

**Mass Tort (Track IV)**

- |                                       |  |
|---------------------------------------|--|
| 248 CIBA GEIGY                        | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 282 FOSAMAX                            |
| 271 ACCUTANE                          | 283 DIGITEK                            |
| 274 RISPERDAL/SEROQUEL/ZYPREXA        | 284 NUVARING                           |
| 275 ORTHO EVRA                        | 286 LEVAQUIN                           |
| 277 MAHWAH TOXIC DUMP SITE            | 287 YAZ/YASMIN/OCELLA                  |
| 278 ZOMETA/AREXIA                     | 601 ASBESTOS                           |
| 279 GADNOLINIUM                       |  |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category  Putative Class Action  Title 59



Jacqueline C. Herritt, Esquire  
KIMMEL & SILVERMAN, P.C.  
Executive Quarters  
1930 E. Marlton Pike, Suite Q29  
Cherry Hill, NJ 08003  
(856) 429-8334

ATTORNEYS FOR PLAINTIFF

RECEIVED / FILED  
Superior Court of New Jersey  
NOV 15 2011  
CIVIL CASE MANAGEMENT  
UNION COUNTY

[REDACTED]  
Garwood, NJ [REDACTED]

SUPERIOR COURT OF NEW JERSEY  
UNION COUNTY

v.

CIVIL ACTION

FORD MOTOR COMPANY  
C/O The Corporation Trust Company  
820 Bear Tavern Road, Suite 350  
West Trenton, NJ 08628

NO.

UNNL 4265 11

COMPLAINT

1. Plaintiff [REDACTED] is an adult individual citizen and legal resident of the State of [REDACTED]

[REDACTED], Garwood, NJ [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at [REDACTED], Detroit, MI [REDACTED] and can be served at C/O The Corporation Trust Company [REDACTED] West Trenton, NJ [REDACTED]

BACKGROUND

3. On or about January 20, 2010, Plaintiff purchased a new 2010 Mercury Milan, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3MEHM0JG8AR [REDACTED]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$30,419.55. 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 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: engine and braking system. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

**COUNT I**  
**NEW JERSEY MOTOR VEHICLE WARRANTY ACT**

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

12. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

13. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.



14. Thomas Lincoln Mercury, Westfield, NJ, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about January 20, 2010, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

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

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
  - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
  - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

20. 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.

21. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.



**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

28. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

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

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

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

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

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

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

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

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

37. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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

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

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

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

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



- a. Express Warranty;
- b. Implied Warranty Of Merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

46. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

KIMMEL & SILVERMAN, P.C.



VACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff  
Executive Quarters  
1930 E. Marlton Pike, Suite Q29  
Cherry Hill, NJ 08003  
(856) 429-8334

**JURY-DEMAND**

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN P.C.

JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff



CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on

KIMMEL & SILVERMAN, P.C.



JACQUELINE CHERRITT, ESQUIRE  
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Fred E. Davis is designated as trial counsel for plaintiff, [REDACTED] in this case.



[REDACTED]  
Attorney for Plaintiff



**NEW JERSEY SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT**

DATE 01/30/2010

1-800-727-7000  
  
 www.fordcredit.com

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)  
 [REDACTED]  
 GARWOOD, NJ [REDACTED]

SELLER/CREDITOR (Seller Name and Address)  
 THOMAS LINCOLN MERCURY INC.  
 369 SOUTH AVENUE EAST  
 WESTFIELD NJ 07090

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as \*Cash Price.\* The credit price is shown below as \*Total Sale Price.\* By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	10	2010 MERCURY	MILAN	3MEHMDJG8AR [REDACTED]	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 1998 Mercury \$ 1500.00 Gross Allowance N/A  
 Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price (including \$ 1877.05 sales tax) \$ 30192.05 (1)
- Down Payment:
  - Third Party Rebate Assigned to Creditor \$ 1000.00
  - Cash Down Payment \$ 14919.55
  - Trade-in (description above) \$ 1500.00
  - Total Down Payment \$ 17419.55 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 12772.50 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
  - To Public Officials:
    - (i) for official fees (license, title & registration fees) \$ 60.00
    - and for filing fees \$ 25.00
    - (ii) for taxes (not in Cash Price) \$ N/A \$ 85.00
  - To Insurance Companies for:
    - Credit Life Insurance \$ N/A
    - Credit Disability Insurance \$ N/A
    - N/A \$ N/A
    - N/A \$ N/A
  - To THOMAS LINCOLN MERCURY \$ 135.00
  - To [REDACTED] for \$ N/A
  - To [REDACTED] for \$ N/A
  - To [REDACTED] for \$ N/A
  - To ST OF NJ for TIRE TAX \$ 7.50
  - To [REDACTED] for \$ N/A
  - To [REDACTED] for \$ N/A
  - To [REDACTED] for \$ N/A
  - To [REDACTED] for \$ N/A
  - To [REDACTED] for \$ N/A
  - Total \$ 227.50 (4)
- Amount Financed (3 plus 4) \$ 13000.00 (5)

**INSURANCE**

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

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

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

Credit  
 Life  
 Insurance Company: [REDACTED]  
 Premium: [REDACTED]  
 Insured(s): [REDACTED]  
 You/We want Credit Life Insurance: [REDACTED]  
 Buyer Signs: [REDACTED]  
 Co-Buyer Signs: [REDACTED]

Credit  
 Disability  
 Insurance Company: [REDACTED]  
 Premium: [REDACTED]  
 Insured(s): [REDACTED]  
 You/We want Credit Disability Insurance: [REDACTED]  
 Buyer Signs: [REDACTED]  
 Co-Buyer Signs: [REDACTED]

**OTHER OPTIONAL INSURANCE**

Coverage and Insurance Company: [REDACTED] Premium and Term in Months: [REDACTED]

N/A [REDACTED] N/A [REDACTED]  
 N/A [REDACTED] N/A [REDACTED]  
 N/A [REDACTED] N/A [REDACTED]

**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  \$ 13000.00	The amount you will have paid when you have made all scheduled payments  \$ 13000.00	The total cost of your purchase on credit, including your downpayment  of \$ 17419.55 \$ 30419.55

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
361	12	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
		starting 07/19/2010
N/A	N/A	01/19/2013

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

ALL-STATE LEGAL  
 PLAINTIFF'S EXHIBIT  
**A**



VEHICLE INVOICE



**THOMAS LINCOLN MERCURY Inc.**

369 South Avenue, East  
Telephone (908) 232-6500

WESTFIELD, NEW JERSEY 07090

No 36140

DEAL # 9999757

SOLD TO:

DATE 01/20/2010

ADDRESS:

CUST #

SALESMAN

GARWOOD, NJ

MAKE	MODEL	NEW OR USED	VIN	KEY NO.	SOLD STK #	1055H
MERCURY	MILAN	N	2010 3MEHMOJG8A	0772X 92935		

PRICE OF VEHICLE	28315.00
OPTIONAL EQUIP. & ACCESS	
DOC FEE	135.00
LIEN FEE	25.00
TIRE TAX	7.50

INSURANCE COVERAGE INCLUDES:

- FIRE AND THEFT
- COLLISION - AMT. DEDUCT.
- PUBLIC LIABILITY - AMT.
- PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
-------	-------------	-------

SALES TAX	1877.05
LICENSE AND TITLE	60.00
<b>TOTAL CASH PRICE</b>	<b>30419.55</b>

FINANCING	N/A
INSURANCE	N/A
<b>TOTAL TIME PRICE</b>	<b>30419.55</b>

SETTLEMENT REBATE	1000.00
DEPOSIT	N/A
CASH ON DELIVERY	14919.55
TRADE-IN	1500.00

LESS LIEN	N/A
TYPE	1998 Mercury
VIN	1MEFM50S2WG

PAYMENTS	13000.00
36 @ 361.11	

**TOTAL 30419.55**

**IMPORTANT**

You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If for any reason you cannot grade us 'COMPLETELY SATISFIED,' please contact your sales consultant or sales manager at 908-232-6500. Your satisfaction is our No. 1 concern. THANK YOU

REORDER FROM nj car SERVICES, INC. (608) 883-5056 FORM # PA120745



# MAPLECREST

AUTO GROUP    

**UNION**  
2800 Springfield Ave.  
VAUXHALL, NJ 07088  
(908) 964-7700  
Fax (908) 810-9433

**BODY SHOP**  
28 Burnett Ave.  
MAPLEWOOD, NJ 07040  
(973) 763-1326  
Fax (973) 763-1906

**MENDHAM**  
102 E. Main St.  
MENDHAM, NJ 07945  
(973) 543-2531  
Fax (973) 543-6963

CELL: [REDACTED]

CUSTOMER NO. <b>72550</b>	ADVISOR <b>ALEXANDER E SMITH</b>	TAG NO. <b>558</b>	0162	INVOICE DATE <b>08/02/11</b>	INVOICE NO. <b>MRC5268916</b>
[REDACTED]	LABOR RATE [REDACTED]	MILEAGE <b>9,657</b>	COLOR <b>RED/</b>	STOCK NO.	
<b>GARWOOD, NJ</b>	YEAR/MAKE/MODEL <b>10/MERCURY/MILAN/4DR SDN PREMIER FWD</b>	DELIVERY DATE	DELIVERY MILES		
	VEHICLE I.D. NO. <b>3 M E H M O J G 8 A R</b>	SELLING DEALER NO.	PRODUCTION DATE		
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/02/11</b>		
	BUSINESS PHONE	COMMENTS			MO: 9657

<b>JOB# 1 CHARGES</b>					
LABOR	J# 1 55FOZZ99P QC MULTI POINT CHECK TECH(S):743 0.00				
	COMPLETE 27 POINT QCM SAFETY CHECK				
<b>JOB# 1 TOTALS</b>					
JOB# 1 JOURNAL PREFIX MRCS					0.00
<b>JOB# 2 CHARGES</b>					
LABOR	J# 2 00FOZZWK THE WORKS TECH(S):743 20.00				
	COMPLETE FULL SERVICE ROTATE TIRES INSPECT BRAKES PERFORM MULTI-POINT INSPECTION COMPLETED				
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S	FILTER 356105	5.00	5.00
				TOTAL - PARTS	5.00
G.O.G. & SUPPLIES	6.0 MOTORCRAFT OIL @ 2.440 /UNIT				14.64
				TOTAL - GOG	14.64
<b>JOB# 2 TOTALS</b>					
				LABOR	20.00
				PARTS	5.00
				G.O.G.	14.64
JOB# 2 JOURNAL PREFIX MRCS					39.64
<b>JOB# 3 CHARGES</b>					
LABOR	J# 3+55FOZZGBATT GOOD BATTERY TECH(S):743 0.00				
	CHECK BATTERY COLD CRANKING AMP OPERATION GOOD BATTERY AT THIS TIME				
<b>JOB# 3 TOTALS</b>					
JOB# 3 JOURNAL PREFIX MRCS					0.00
<b>JOB# 4 CHARGES</b>					
LABOR	J# 4+55FOZZGTIRE TIRE TREADS GOOD TECH(S):743 0.00				
	CHECK TIRES CHECK TIRES FOUND TO BE IN GOOD CONDITION				
<b>JOB# 4 TOTALS</b>					
JOB# 4 JOURNAL PREFIX MRCS					

*First time to this dealer  
Regular maintenance  
All o.k.*

ALL-STATE LEGAL®  
**PLAINTIFF'S EXHIBIT**  
**B**

# MAPLECREST

AUTO GROUP   Mercury 

**UNION**  
2800 Springfield Ave.  
VAUXHALL, NJ 07088  
(908) 964-7700  
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102 E. Main St.  
MENDHAM, NJ 07945  
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Fax (973) 543-6963

CELL: [REDACTED]

CUSTOMER NO. <b>72550</b>	ADVISOR <b>ALEXANDER E SMITH</b>	TAG NO. <b>553 0162</b>	INVOICE DATE <b>08/02/11</b>	INVOICE NO. <b>MRC5268916</b>
[REDACTED]	LABOR RATE	LICENSE NO. [REDACTED]	MILEAGE <b>9,657</b>	COLOR <b>RED/</b>
GARWOOD, NJ	YEAR / MAKE / MODEL <b>10/MERCURY/MILAN/4DR SDN PREMIER FWD</b>		DELIVERY DATE	DELIVERY MILES
[REDACTED]	VEHICLE I.D. NO. <b>3 M E H M 0 J G 8 A R</b>		SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	R.T.E. NO.	P.O. NO.	R.O. DATE <b>08/02/11</b>	
[REDACTED]	BUSINESS PHONE	COMMENTS	MO: 9657	

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----	
JOB # A SS HAZARDOUS WASTE/SHOP SUPPLIES	1.25
TOTAL - MISC	1.25

COMMENTS-----  
WAITER, NEW CUSTOMER, NEED VIN

TOTALS-----	
*****	TOTAL LABOR.... 20.00
* [ ] CASH [ NO CHECKS ACCEPTED ] *	TOTAL PARTS.... 5.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *	TOTAL SUBLET... 0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *	TOTAL G.D.G.... 14.64
*****	TOTAL MISC CHG. 1.25
	TOTAL MISC DISC 0.00
	TOTAL TAX..... 2.87
	<b>TOTAL INVOICE \$ 43.76</b>

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

*Bill Talmadge*  
[REDACTED]



# MAPLECREST

AUTO GROUP    

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Fax (973) 543-6963

CELL: [REDACTED]

CUSTOMER NO <b>72550</b>	ADVISOR <b>BILL</b>	TAG NO. <b>718 663</b>	INVOICE DATE <b>09/16/11</b>	INVOICE NO. <b>MRCS271015</b>
[REDACTED]	LABOR RATE [REDACTED]	MPLEAGE <b>10,084</b>	COLOR <b>RED/</b>	STOCK NO.
[REDACTED]	YEAR/MAKE/MODEL <b>10/MERCURY/MILAN/4DR SDN PREMIER FWD</b>	DELIVERY DATE	DELIVERY MILES	
[REDACTED]	VEHICLE I.D. NO. <b>3 M E H M O J G 8 A R</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>09/12/11</b>	
[REDACTED]	BUSINESS PHONE	COMMENTS		

MO: 10166

**JOB# 1 CHARGES**

**LABOR**  
# 1 12P070CE1 CHECK ENGINE LIGHT TECH(S) 962 WARRANTY  
CUSTOMER STATES: ADVANCE TRAC LIGHT CAME OUT  
VEHICLE SEEMED NOT ANXIOUS TO MOVE  
VERIFIED CONCERN AND DISGNOIS REPLACED CONTROL MODULE AND  
PROGRAM RETEST ALL PASS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	AE5Z-148321-A	SENSOR-493727		
				TOTAL - PARTS	0.00

**JOB# 1 TOTALS**

JOB# 1 JOURNAL PREFIX MRCS JOB# 1 TOTAL 0.00

**JOB# 2 CHARGES**

**LABOR**  
# 2 55F0ZZ99P QCM MULTI POINT CHECK TECH(S) 962 WARRANTY  
COMPLETE 27 POINT QCM SAFETY CHECK

**JOB# 2 TOTALS**

JOB# 2 JOURNAL PREFIX MRCS JOB# 2 TOTAL 0.00

**JOB# 3 CHARGES**

**LABOR**  
# 3 55F0ZZSURVEY CUSTOMER VIEWPOINT SURVEYS TECH(S) 962 WARRANTY  
IN THE NEXT FEW WEEKS YOU MAY RECEIVE A  
CUSTOMER VIEWPOINT SURVEY FROM FORD. PLEASE SPEAK TO  
A WRITER AT THE DESK ABOUT THIS SURVEY AND ESPECIALLY  
QUESTION 2D. COMPLETELY SATISFIED IS OUR GOAL AT  
MAPLECREST AUTO GROUP. THANK YOU FOR PATRONAGE AND  
SERVICE.

**JOB# 3 TOTALS**

JOB# 3 JOURNAL PREFIX MRCS JOB# 3 TOTAL 0.00

**JOB# 4 CHARGES**

**LABOR**  
# 4 55F0ZZGBATT GOOD BATTERY TECH(S) 962 WARRANTY  
CHECK BATTERY COLD CRANKING AMP OPERATION

**JOB# 4 TOTALS**

JOB# 4 JOURNAL PREFIX MRCS JOB# 4 TOTAL 0.00

**JOB# 5 CHARGES**

**LABOR**

Reynolds and Reynolds PRINTING C060604 Q (01/07)



# MAPLECREST

AUTO GROUP    

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CELL: [REDACTED]

CUSTOMER NO 72550	BILL	TAG NO 718	663	INVOICE DATE 09/16/11	[REDACTED]
[REDACTED]	LABOR RATE	[REDACTED]	MILEAGE 10,084	DOB REB/	STOCK NO
[REDACTED]	VEHICLE MAKE MODEL 10 MERCURY/MILAN/4DR SDN PREMIER FWD	DELIVERY DATE		DELIVERY MILES	
[REDACTED]	VEHICLE I.D. NO. 3MEHM0JG8AR	SELLING DEALER NO		PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 09/12/11		
[REDACTED]	BUSINESS PHONE	COMMENTS		NO: 10165	

LABOR  
JOB# 5-55F02ZGBK BRAKE LININGS GOOD TECH(S):962 0.00  
CHECK BRAKE CONDITION  
BRAKES ALL GOOD AT THIS TIME RECHECK AT NEXT VISIT

JOB# 5 TOTALS-----  
JOB# 6 CHARGES-----  
JOB# 5 JOURNAL PREFIX MRCS JOB# 5 TOTAL 0.00

LABOR  
JOB# 6-55F02ZGK TIRE TREADS GOOD TECH(S):962 0.00  
CHECK TIRES  
CHECK TIRES FOUND TO BE IN GOOD CONDITION

JOB# 6 TOTALS-----  
JOB# 6 JOURNAL PREFIX MRCS JOB# 6 TOTAL 0.00

TOTALS-----  
\*\*\*\*\*  
\* TOTAL LABOR ... 0.00  
\* TOTAL PARTS ... 0.00  
\* [ ] CASH [ NO CHECKS ACCEPTED ] \* TOTAL SUBLET ... 0.00  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \* TOTAL G.S.O.G. ... 0.00  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \* 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

Reynolds and Reynolds MAINTENANCE COORDINATOR (1/1/07)



Call @ 11 AM  
 Call Training  
 2-38-38-35  
 Call not scheduled  
 1-12-26

# MAPLECREST

AUTO GROUP    

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 2800 Springfield Ave.  
 VAUXHALL, NJ 07088  
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 Fax (973) 543-6963

CELL: [REDACTED]

CUSTOMER NO. 72550	ADVISOR BILL	TAG NO. 718	667	INVOICE DATE 09/19/11	[REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	MILEAGE 10,184	COLOR RED/	STOCK NO.	[REDACTED]
GARWOOD, NJ	YEAR/MAKE/MODEL 10/MERCURY/MILAN/4DR SDN PREMIER FWD	DELIVERY DATE	DELIVERY MILES	VEHICLE I.D. NO. 3MEHM0JG8AR	SELLING DEALER NO.
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 09/16/11	PRODUCTION DATE	[REDACTED]
[REDACTED]	BUSINESS PHONE	DATE	COMMENTS	MO: 1020	[REDACTED]

**JOB# 1 CHARGES**

LABOR  
 # 1 12F0ZCEL CHECK ENGINE LIGHT TECH(S) 962 WARRANTY  
 CS WRENCH LIGHT COMES ON AND CAR HAS NO POWER  
 CHECK ENGINE LIGHT ON

PARTS  
 QTY 1 FP-NUMBER 9L8Z-9E926-A DESCRIPTION THROTL 358013 UNIT PRICE  
 TOTAL PARTS 0.00 WARRANTY

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

**JOB# 2 CHARGES**

LABOR  
 # 2 85F0Z99P QCM MULTI POINT CHECK TECH(S) 962 10.00  
 COMPLETE 27 POINT QCM SAFETY CHECK

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

**JOB# 3 CHARGES**

LABOR  
 # 3 55F0ZGBATT GOOD BATTERY TECH(S) 962 0.00  
 CHECK BATTERY COLD CRANKING AMP OPERATION

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

**JOB# 4 CHARGES**

LABOR  
 # 4 55F0ZGTIRE TIRE TREADS GOOD TECH(S) 962 0.00  
 CHECK TIRES  
 CHECK TIRES FOUND TO BE IN GOOD CONDITION

JOB# 4 TOTALS  
 JOB# 4 JOURNAL PREFIX MRCS JOB# 4 TOTAL 0.00

**JOB# 5 CHARGES**

LABOR  
 # 5 55F0ZGBK BRAKE LININGS GOOD TECH(S) 962 0.00  
 CHECK BRAKE CONDITION  
 BRAKES ALL GOOD AT THIS TIME RECHECK AT NEXT VISIT

JOB# 5 TOTALS  
 JOB# 5 JOURNAL PREFIX MRCS JOB# 5 TOTAL 0.00

Reprints and Reproduction ERMINTIVE C0660602 0 (01/07)



# MAPLECREST

AUTO GROUP



LINCOLN



**UNION**  
2800 Springfield Ave.  
VAUXHALL, NJ 07088  
(908) 964-7700  
Fax (908) 810-9433

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Fax (973) 543-6963

CELL [REDACTED]

CUSTOMER NO. 72550	ADVISOR BILL	TAG NO. 718	667	INVOICE DATE 09/19/11	[REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	MILEAGE 10,184	COLOR RED/	STOCK NO.	[REDACTED]
GARWOOD, NJ	YEAR / MAKE / MODEL 10/MERCURY/MILAN/4DR SDN PREMIER FWD	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	VEHICLE I.D. NO. 3MEHM0JG8AR	R.C. DATE 09/16/11	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	[REDACTED]	[REDACTED]	MO: 10202

JOB# 6 CHARGES

LABOR

# 6155FOZ2SURVEY CUSTOMER VIEWPOINT TECH(S):962 0.00

CUSTOMER VIEWPOINT SURVEYS  
IN THE NEXT FEW WEEKS YOU MAY RECEIVE A  
CUSTOMER VIEWPOINT SURVEY FROM FORD. PLEASE SPEAK TO  
A WRITER AT THE DESK ABOUT THIS SURVEY AND ESPECIALLY  
QUESTION 2D. COMPLETELY SATISFIED IS OUR GOAL AT  
MAPLECREST AUTO GROUP. THANK YOU FOR PATRONAGE AND  
SERVICE.

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX MRCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES

LABOR

# 7420FOZWASH SEND CAR TO WASH TECH(S):962 0.00

PLEASE TAKE CAR TO WASH BAY WHEN YOU ARE FINISHED WITH  
SERVICE

IT WAS OUR PLEASURE TO HAVE WASHED YOUR VEHICLE FOR YOU  
TODAY.

JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX MRCS JOB# 7 TOTAL 0.00

COMMENTS

TOTALS

*****	TOTAL LABOR	0.00
*	TOTAL PARTS	0.00
* [ ] CASH [ ] NO CHECKS ACCEPTED [ ]	TOTAL SUBLET	0.00
*	TOTAL G.O.G.	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER	TOTAL MISC CHG.	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE	TOTAL MISC DISC	0.00
*	TOTAL TAX	0.00
*****	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE [REDACTED]

Reynolds and Reynolds - EVANSTON, IL (815) 875-1000



All Action Details for Issue

[Print](#)

VIN: 3MEHM0JG8AF [REDACTED] Year: 2010 Model: MILAN Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-01-20  
 Symptom Desc: LIGHTING SYSTEM EXT. LIGHTING HEADLAMPS Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 09/30/2011

Action: TIER ONE OPEN ISSUE Origin Desc: TIER ONE - MELBOURNE  
 Dealer: 11232 MAPLECRESTFORD LINCOLN  
 Odometer: 10900 MI Comm Type: PHONE  
 Analyst Name: DEROIS, ALISON Analyst: ADEROIS  
 Action Date: 09/30/2011 Action Time: 10.16.57.789 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments "CUST SAYS"--SISTER [REDACTED] CALLING FOR CUST--VEH IS A LEMON--WANTS A NEW CAR--ALMOST HAD THREE PEOPLE KILLED BECAUSE OF THIS VEH--IT IS NOT SAFE TO DRIVE--IF FORD DOESNT DOESNT TAKE CARE OF THIS THEY WILL BE INIATING THE LEMON LAW ON THIS VEH --DLR WAS ROAD TESTING AND IT STALLED OUT AND THEY GOT INTO AN ACCIDENT--THIS VEH IS OBVIOUSLY NOT SAFE TO DRIVE--IF FORD DOES NOT GET HER SISTER IN A NEW VEH TELL FORD TO EAT IT\*PER DLR\*--MAPLECREST FORD LINCOLN 2800 SPRINGFIELD AVENUE UNION NJ 07088(800) 954-0288 \*CRC ADVISED\*-I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.--CUST BEST CONTACT NUMBER: [REDACTED]--CAN CONTACT ANYTIME--VEH IS AT DLR--OBC TO DLR:--SPOKE TO BILL SIA --FIRST TIME VEH WAS BROUGHT IN THE TRACK LIGHT CAME ON--MODULE WAS REPLACED--THEN CUST CAME BACK WITH A WRENCH LIGHT AND THE CAR WAS STALLING--DIDNT VERIFY STALLING WITH FIRST ROAD TEST--BUT REPLACED THROTTLE BODY--HAD VEH A COUPLE DAYS AND STILL COULD NOT DUPLICATE STALLING --TOLD CUST TO PICK IT UP --VEH WAS THEN TOWED IN AGAIN--CUST SAID HEADLIGHTS WENT OUT WHILE SHE WAS DRIVING--DLR COULD NOT DUPLICATE--TOOK IT FOR ANOTHER ROAD TEST--TECH WAS STOPPED IN TRAFFIC AND GOT REAR ENDED--CALLED CUST LAST NIGHT TO ADVISE OF THE ACCIDENT--SAID HE WOULD CALL BACK THIS MORNING WITH MORE INFO --HAVE NOT CALLED CUST BACK THIS MORNING BECUASE NOT ALL INFO IS GATHERED --ALEX SMITH PARTS AND SERVICE DIRECTOR NEEDS TO GET INVOLVED AND HAS NOT SHOWED UP YET

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
 Dealer: 11232 MAPLECRESTFORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 10900 MI Comm Type: PHONE  
 Analyst Name: RONDA, MARIO Analyst: MRONDA  
 Action Date: 09/30/2011 Action Time: 14.43.12.978 Action Data: Yes

Comments CCS MARIO X7723\_\_REVIEW CASE\_\_NO ESP\_\_NO ESP RECALLS\_\_AWS-1 RELATED ISSUE\_\_NO HOTLINE HISTORY\_\_LTV 10\_\_OBC TO DLR S/D ALEX\_\_INFORMED CSM THAT WHILE ROADTESTING THE VEH FOR THE CONCERN THE CUST BROUGHT VEH IN FOR, THE TECH WAS STOPPED AT A LIGHT AND WAS REAR ENDED BY ANOTHER VEH\_\_S/D ADVISED CSM THIS VEH DID NOT STALL WHILE AT THE LIGHT IT WAS RUNNING WHEN IT WAS HIT FROM BEHIND\_\_S/D ADVISED VEH WAS TOWED TO DLR AND THE DLR WILL PERFORM THE REPAIRS ON THE VEH\_\_S/D IS AWARE OF THE CONCERNS THE CUST HAS WITH THE VEH AND WILL ADDRESS THOSE ISSUES ONCE VEH COMES OUT OF THE BODY SHOP\_\_OBC TO CUST [REDACTED] NO ANSWER LEFT V/M WITH CSM CONTACT INFO\_\_F/U ON 10-03-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-03-2011
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 10900 MI **Comm Type:** PHONE  
**Analyst Name:** RONDA,MARIO **Analyst:** MRONDA  
**Action Date:** 10/03/2011 **Action Time:** 15.23.52.135 **Action Data:** Yes

**Comments** OBC TO DLR S/A BILL INFORMED CSM VEH WAS REPAIRED PRIOR TO BEING IN THE ACCIDENT, TECH WAS ROADTESTING VEH TO VERIFY REPAIRS \_\_\_ CSM ASKED TO SPEAK WITH S/D ALEX NOT AVAILABLE LEFT V/M WITH CSM CONTACT INFO \_\_\_ OBC TO CUST [REDACTED] NO ANSWER LEFT V/M WITH CSM CONTACT INFO \_\_\_ F/U ON 10-05-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-05-2011
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 10900 MI **Comm Type:** PHONE  
**Analyst Name:** RONDA,MARIO **Analyst:** MRONDA  
**Action Date:** 10/05/2011 **Action Time:** 15.49.04.718 **Action Data:** Yes

**Comments** OBC TO CUST [REDACTED] ADVISED CSM VEH SHUT OFF NO POWER WHILE DRIVING THIS HAS OCCURRED SEVERAL TIMES \_\_\_ HAD VEH TOWED TO DLR VEH WHERE THE S/A WAS ABLE TO DUPLICATE THE CONCERN \_\_\_ CUST ADVISED LOST ALL LIGHTS ON VEH AND INSTRUMENT CLUSTER \_\_\_ VEH IS AT THE DLR \_\_\_ CSM ADVISED CUST THAT I WILL HAVE DLR CONTACT HER TO PROVIDE HER WITH AN UPDATE ON THE VEH WHILE AT THE BODY SHOP \_\_\_ CSM F/U ON 10-11-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-11-2011
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** TIER ONE OPEN ISSUE  
**Dealer:** 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** TIER ONE - MELBOURNE  
**Odometer:** 10900 MI **Comm Type:** PHONE  
**Analyst Name:** RASZIPOVITS (ARASZIPO),AMY **Analyst:** ARASZIPO  
**Action Date:** 10/11/2011 **Action Time:** 11.27.26.770 **Action Data:** No

**Caller Information If Different From Vehicle Owner:**

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

**Comments** 2010 MILAN--BUYBACK--CUST IN RENTAL--VEH WAS IN ACCIDENT WHILE AT DLR--DLR PROMISED TO GET CUST A COPY OF THE POLICE RECORD, WAS TOLD 2 WEEKS--HAS NOT RECEIVED--CUST SEEKING FOR THE DLR TO PROVIDE EITHER THE POLICE REPORT OR THE NAME OF THE RESPONDING DPT SO THAT CUST CAN GET ONE AND THEN WILL CHARGE THE DLR--CUST ALSO SEEKING FOR FORD TO COVER THE RENTAL AND PROVIDE THAT AGREEMENT IN WRITING--WHEN CUST ADVISED DLR THAT THEY WILL BE SEEKING LEMON LAW THEY GOT VERY NASTY--IF THESE ITEMS ARE NOT MET CUST WILL TAKE CASE TO AN ATTORNEY--CUST WANTS FOR FORD TO TAKE BACK THIS VEH AND ALLOW THEM TO PICK OUT A NEW VEH



**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 10900 MI **Comm Type:** PHONE  
**Analyst Name:** RONDA,MARIO **Analyst:** MRONDA  
**Action Date:** 10/11/2011 **Action Time:** 14.50.09.005 **Action Data:** Yes

**Comments** OBC TO DLR S/A WILL INFORMED CSM VEH IS STILL IN THE BODY SHOP\_\_ UNKNOWN AT THIS TIME WHEN VEH WILL BE READY AND REPAIRED\_\_ OBC TO CUST [REDACTED] CUST IS CONCERN THE DLR HAS NOT CONTACTED HER TO UPDATED HE RON THE STATUS OVF THE VEH\_\_ CUST ALSO STATES SHE HAS NOT SEEN THE DAMAGE ON HER VEH AS OF THIS DATE\_\_ CUST WOULD LIKE FOR SOMEONE AT THE DLR TO CONTACT HER AND PROVIDE AN UPDATE\_\_ OBC TO DLR SPOKE WITH S/D ALEX CSM ASKED S/D IF HE COULD CONTACT CUST AND PROVIDE AN UPDATE\_\_ S/D WILL CONTACT CUST F/U ON 10-27-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-27-2011
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 10900 MI **Comm Type:** PHONE  
**Analyst Name:** RONDA,MARIO **Analyst:** MRONDA  
**Action Date:** 10/27/2011 **Action Time:** 14.03.25.077 **Action Data:** Yes

**Comments** OBC TO DLR S/A WILL INFORMED CSM THAT VEH IS STILL IN THE BODY SHOP\_\_ NO ETA ON WHEN VEH WILL BE READY\_\_ CSM F/U ON 11-04-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-04-2011
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** CONCERN ADDRESSED  
**Dealer:** 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 10900 MI **Comm Type:** PHONE  
**Analyst Name:** RONDA,MARIO **Analyst:** MRONDA  
**Action Date:** 11/04/2011 **Action Time:** 11.00.31.714 **Action Data:** Yes

**Comments** OBC TO DLR S/D ALEX INFORMED CSM DLR IS HANDLING THIS CASE SINCE IT INVOLVED AN ACCIDENT WHILE DLR WAS WORKING ON THE VEH\_\_ ORIGINAL CUST WAS RESOLVED AND REPAIRS MADE\_\_ NO FURTHER ACTION REQUIRED CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	9
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	

--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

[Print](#)

VIN: 3MEHMDJG8AR [REDACTED] Year: 2010 Model: MILAN Case: 1436852691  
 Name: MS JOAN D LEMBO Owner Status: Original WSD: 2010-01-20  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
 Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS Origin Desc: US CONCERN CASE BASE  
 Dealer: Odometer: 10800 MI Comm Type: PHONE  
 Analyst Name: KISSOON, RANJIT Analyst: RKISSOON  
 Action Date: 10/03/2011 Action Time: 10.41.25.763 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: - WANT TO SPEAK TO AN ALLISON - THE BEST TIME TO CONTACT US WOULD BE 6:30 PM IN THE EVENING OR TOMORROW MORNING. CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. - ADV CUST OF F/U/P SET FOR TODAY BY EOB-- ADV CUST OF CONTACT INFORMATION OF CSM MARIO X 7723

Action: CALLBACK ADD ADDITIONAL COMMENTS Origin Desc: US CONCERN CASE BASE  
 Dealer: Odometer: 10000 MI Comm Type: PHONE  
 Analyst Name: GARRETT (KGARRE12) KEVIN Analyst: KGARRE12  
 Action Date: 10/19/2011 Action Time: 10.17.29.148 Action Data: No

Comments CUSTOMER SAID: --PLEASE SEE HISTORICALS--CUST STATES WHILE HER VEH WAS AT THE DLR. THE DLR GOT IN AN ACCIDENT WITH HER VEHICLE--CUST STATES SHE HAS BEEN TRYING TO WORK WITH THE DLR -- CUST STATES THE DLR WILL NOT GIVE HER ANY INFORMATION ABOUT THE ACCIDENT--CUST FEELS SHE SHOULD BE ENTITLED TO THIS INFORMATION SINCE IT WAS HER VEHICLE DEALER SAID; MAPLECREST FORD LINCOLN 2800 SPRINGFIELD AVENUE UNION NJ 07088(800) 954-0288. CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. -- ADVISED CUST HER CASE IS STILL OPEN WITH OUR CCT --PROVIDED CUST WITH CSM MARIO CONTACT INFORMATION AND EXTENSION

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All Action Details for Issue

[Print](#)

VIN: 3MEHM0JG8AR [REDACTED] Year: 2010  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: LIGHTING SYSTEM EXT. LIGHTING  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: MILAN Case: [REDACTED]  
WSD: 2010-01-20  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE  
BASE

Odometer: 10900 MI  
Analyst Name: FRANKLIN  
(RFRANK73), RAYSHAWN

Comm Type: PHONE

Analyst: RFRANK73

Action Date: 10/04/2011

Action Time:  
10.25.00.400

Action Data: No

Comments CUSTOMER SAID \*\*SEE HISTORICALS\*\*-CUST CAME ON THE LINE AND WANTED HER SISTER TO TALK TO AGENT-CUST WANT TO KNOW WHAT IS GOING TO BE DONE ABOUT THIS VEH ISSUE-CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED-ADVISED THE CUST OF ABOVE-ADVISED THE CUST OF THE F/U FROM CSM TOMORROW BY 6:00 PM EST-

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 1 MI  
Analyst Name: CRESPO, MANUEL  
Action Date: 10/13/2011

Comm Type: PHONE  
Analyst: MCRESPO9  
Action Time: 14.13.36.994

Action Data: No

Comments CUSTOMER SAID -DEALER WILL NOT LET CUST SEE THE VEH \$7,777 OF DAMAGE-DEALER IS NOT GETTING ANY SATISFACTION-CUST WANTS TO SEE WHO GOT INTO THAT ACCIDENT -THAT VEH IS NOT SAFE TO BE OUT ON THE ROAD ACCORDING TO THE POLICE REPORT-NOTHING WAS DONE ON THE VEH, MAPLE CREST WILL NOT LET THE CUST SEE THE CAR -CUST IS FINISHED WITH THIS CAR-CUST CALLED MULTIPLE TIMES AND CANT SEEM TO SEE THE VEH OR SEE THE STATUS OF THE REPAIRS OF THE VEH -ONE OF THEIR DRIVERS TOOK THE VEH OUT FOR A DRIVERS TEST AND THE VEH STALLED OUT ON HIM WHICH CAUSED THE CAR TO BE INVOLVED IN AN ACCIDENT-CUST NO LONGER WANTS THE VEH-CUST IS PURSING A LAWSUIT-SHE STATES IN THE HANDS OF THE LEMON LAW-CUST STATES ALEX IS VERY NASTY, SHE CANT SPEAK TO HIM-WHEN SHE MENTIONED LEMON LAW HE HUNG UP ON HER STATING "IF YOU WANT TO GET INVOLVED WITH THE LEMON LAW, GOOD BYE!" AND HUNG UP THE PHONE.-CUST WILL PURSUE THE LEMON LAW ACT-CUST STATES FORD WILL BE RESPONSIBLE FOR THE ATTORNEY FEE'S, THE FEE'S SHE PAID FOR THE VEH AND HER INCONVINENCECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

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All Action Details for Issue

[Print](#)

VIN: 3MEHM0JG8AR [REDACTED] Year: 2010 Model: MILAN Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-01-20  
Symptom Desc: STALLS/QUITS CRUISE Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS  
Dealer: Origin Desc: US CONCERN CASE BASE  
Odometer: 10800 MI Comm Type: PHONE  
Analyst Name: VARELA, JONATHAN Analyst: JVAREL15  
Action Date: 10/12/2011 Action Time: 10:46:57.772 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[REDACTED]		SNOW	[REDACTED]	FAMILY

Comments CUSTOMER SAID: ---AS PER HISTORICAL'S-CUST GOT INTO ACCIDENT -DLR ROAD TESTED VEH AND VEH STALLS OUT AND GOT INTO ACCIDENT -\$7700 WORTH OF DAMAGE TOWARDS OF THE VEH -CUST GETTING POLICE REPORT TODAY -CUST FEEL VEH IS A LEMON -CUST CALLED CONSUMER AFFAIRS===CUST PAYING FOR A RENTAL+++CUST WOULD LIKE A CALL FROM FORD NOT DLR DEALER SAID: MAPLECREST FORD LINCOLN FORD CODE: 13D044 LM CODE: 14D474 DEALER PROFILE 2800 SPRINGFIELD AVENUE UNION, NJ 07088 TEL: (800) 954-0288 FAX: (908) 964-8021 DISTANCE: 4.79 MILES CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.+++ADVISED CUST CAN NOT PROMISE DLR WONT CALL BUT WILL DOCUMENT REQUEST

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All Action Details for Issue

[Print](#)

VIN: 3MEHMDJG8AF [REDACTED] Year: 2010 Model: MILAN Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-01-20  
 Symptom Desc: STALLS/QUITS CRUISE Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - FIN ASSIST - OBC Secondary Phone: [REDACTED]  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 10/03/2011

Action: LOANER RENTAL - UNABLE TO REACH DEALER  
 Dealer: 11232 MAPLECRESTFORD LINCOLN Origin Desc: US CONCERN CASE BASE  
 Odometer: 10800 MI Comm Type: PHONE  
 Analyst Name: FERLANTI, DEBRA Analyst: DFERLANT  
 Action Date: 09/26/2011 Action Time: 12.16.03.145 Action Data: Yes

Comments CUSTOMER SAID: -VEH HAS BEEN HAVING CONCERNS 9/23 CUST WAS A FEW BLOCKS FROM HOME - VEH HAD LIGHT INTERIOR AND EXTERIOR - VEH INTERIOR AND EXTERIOR LIGHTS HAD GONE OUT - VEH SHUTS OFF INTERMITTENTLY- - VEH HAS BEEN TO DLR 3 TIMES - VEH IS WITH OWNER - CUST IS SEEKING A TOW AND RENTAL DEALER SAID: MAPLECREST FORD LINCOLN 2800 SPRINGFIELD AVENUE UNION NJ 07088(800) 954-0288CRC ADVISED: AFTER REVIEWING MY RESOURCES, I SEE THERE ARE NO FACTORY WARRANTIES OR PROGRAMS IN EFFECT ON YOUR VEHICLE THAT WOULD PROVIDE FINANCIAL ASSISTANCE FOR YOUR CURRENT CONCERN. I HAVE HOWEVER DOCUMENTED YOUR ISSUE; THE DETAILS WILL BE PROVIDED TO YOUR SERVICING DEALERSHIP AND REVIEWED INTERNALLY WITHIN FORD MOTOR COMPANY. PLEASE ALLOW THE NECESSARY TIME TO ASSESS YOUR CONCERN WHICH MAY TAKE UP TO 4 BUSINESS DAYS. ONCE FORD HAS COLLABORATED WITH YOUR DEALERSHIP, AND A FINAL DECISION IS RENDERED REGARDING FINANCIAL ASSISTANCE, YOU WILL BE CONTACTED BY EITHER THE DEALERSHIP'S SERVICE MANGER OR A REPRESENTATIVE OF FORD MOTOR COMPANY. WE APPRECIATE YOU TAKING THE TIME TO MAKE US AWARE OF THIS ISSUE AND THANK YOU FOR CONTACTING FORD MOTOR COMPANY. OBC TO DLR SPOKE WITH JOHN S/A STATES THAT LOANER ARE BOOKED UNTIL SECOND WEEK IN OCT -- CUST CAN HAVE VEH TOWED TO DLR - ADVISED CUST IF SHE WOULD LIKE TO GET A RENTAL A SUBMIT FOR POSSIBLE REIMBURSMET. TRANS FERED CUST TO ROADSIDE

Data Element Name	Data Value
ESTIMATED COST OF REPAIR	0.00

Action: TIER ONE OPEN ISSUE  
 Dealer: 11232 MAPLECRESTFORD LINCOLN Origin Desc: TIER ONE - MELBOURNE  
 Odometer: 10800 MI Comm Type: PHONE  
 Analyst Name: REZIAH, LASHANA Analyst: LREZIAH  
 Action Date: 09/27/2011 Action Time: 13.08.04.200 Action Data: No

Comments -SEE HISTORICALS -CUST SAYS: IS SEEKING ASSISTANCE BECAUSE SHE WAS WORKING WITH DEBBIE FROM FORD THAT STATED THAT SHE WILL RECEIVE A RENTAL VEH-ADVISE CUST THAT THE WARRANTY OF BTB, AND POWERTRAIN DOES NOT HAVE RENTAL COVERAGE-ANYTHING REGARDING TO THE RENTAL WILL BE AT HER COST-CUST CAN SUBMIT HER RECIPITS TO THE S/M FOR POSSIBLE OF A REIBURSMET

Action: DUPLICATE CASE  
 Dealer: 11232 MAPLECRESTFORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 10800 MI Comm Type: OTHER  
 Analyst Name: RONDA, MARIO Analyst: MRONDA  
 Action Date: 10/03/2011 Action Time: 15.24.31.074 Action Data: No

Comments DUPLICATE 04 CASE CASE CLOSED

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All Action Details for Issue

[Print](#)

VIN: 3MEHM0JG8AF [REDACTED] Year: 2010 Model: MILAN Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-01-20  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT  
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 010800 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 09/27/2011 Action Time: 22.43.57.793 Action Data: No

Comments DISPATCH COMPLETE

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All Action Details for Issue

[Print](#)

VIN: 3MEHM0JG8AR [REDACTED] Year: 2010  
Name: [REDACTED] Owner Status: Original  
Symptom Desc:  
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Model: MILAN Case: [REDACTED]  
WSD: 2010-01-20  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER  
Dealer:

Odometer: 10800 MI Comm Type: PHONE  
Analyst Name: FERLANTI, DEBRA Analyst: DFERLANT  
Action Date: 09/26/2011 Action Time: 12.08.04.844

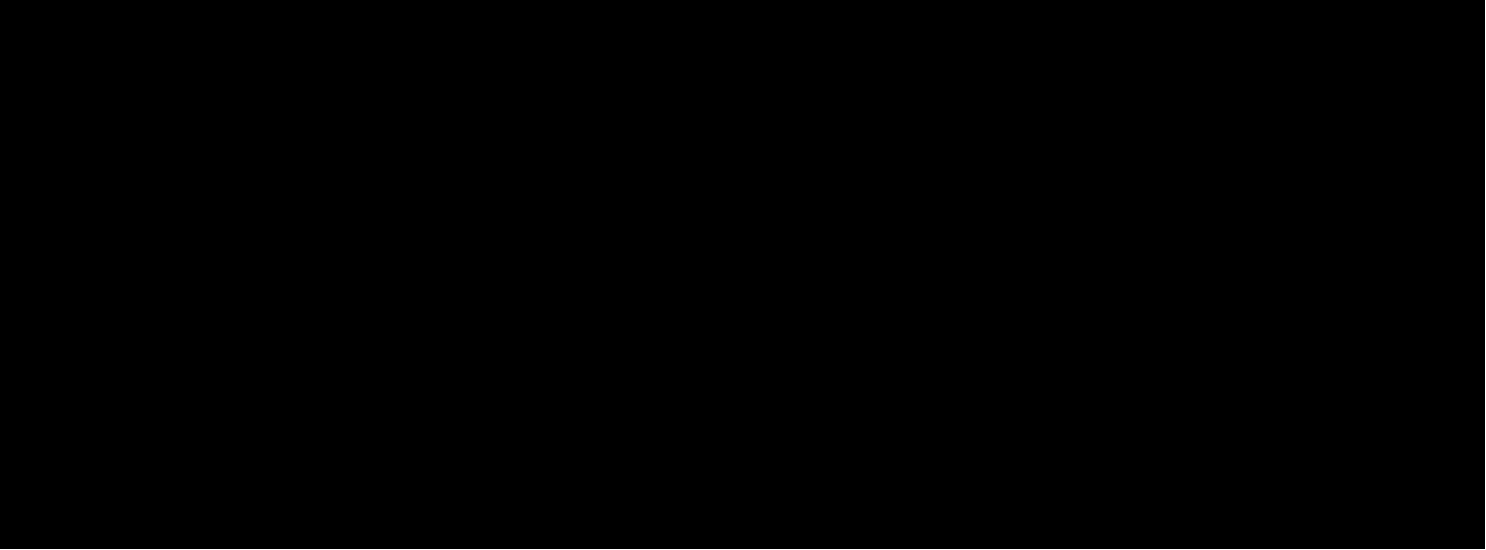
Origin Desc: MANUAL - PHONE CSR

Action Data: No

Comments CUSTOMER PROFILE UPDATE

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**\*\*\*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 [FORDCALP@FORD.COM](mailto:FORDCALP@FORD.COM)\*\*\***

**\*\*\*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:** Friday, October 28, 2011 4:21 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:**

10/31/2011



**Dealership Fleet Name:** Courtesy Ford Lincoln  
**Requesting Dealer Fleet:** Courtesy Ford  
**PA Code:** 08502  
**Contact Person:** John Cook  
**Title:** Parts & Service Director  
**Phone Number:** [REDACTED]  
**Fax Number:** [REDACTED]  
**Email:** [REDACTED]  
**Region:** Seattle  
**Address:** [REDACTED]  
**City:** Bellevue  
**State:** Washington  
**Zip Code:** [REDACTED]

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 10-15-2009  
**Vehicle Year:** 2010  
**Vehicle Model:** Escape  
**Vehicle VIN:** 1FMCU0C73AK [REDACTED]  
**Mileage:** 12490  
**customer Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City :** Portland  
**State :** Oregon  
**Zip Code :** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]

**Customer Region:** Seattle  
**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2011-10-20

**County incident occurred:** Multnomah

Is customer alleging a component defect CAUSED the incident? YES

**Details:** customer states she started her vehicle up with foot on brake pedal and shifted into drive and vehicle lurched forward and tapped another vehicle.

Was a police report filed? NO

**Details :**

Has the insurance company been contacted? NO

**Insurance company advised:**

**Insurance company contact information:**

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** Courtesy Ford 1313 NE 122nd Ave

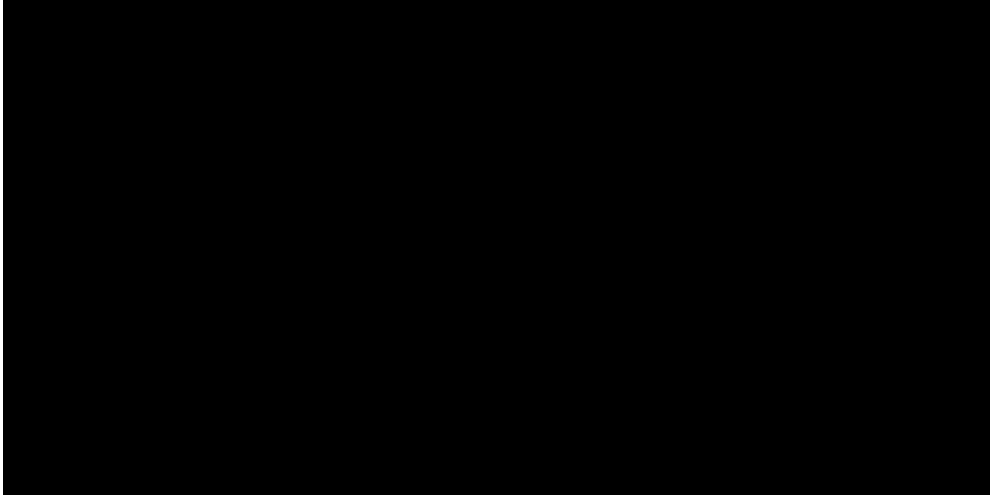
**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** customer is very unhappy with vehicle and she does not feel it is safe as she works for the school district around young children.

**Comments:** vehicle has had the latest recall (10B15), and latest updated calibration HOT LINE ID #104134978 and a 3rd time with tech line ID #104647068.

10/31/2011





CA  
W.H.

ALSO ADMITTED IN THE  
DISTRICT OF COLUMBIA  
AND PENNSYLVANIA

LAW OFFICES OF  
**DELSACK & ASSOCIATES, P.C.**  
A PROFESSIONAL LAW CORPORATION  
1801 CENTURY PARK EAST, SUITE 2400  
LOS ANGELES, CA 90067

TELEPHONE (310) 475-1700  
FACSIMILE (310) 475-1799

December 5, 2011

Jody Banciu  
Ford Motor Company - World Headquarters  
One American Road  
Room 402-A4  
Dearborn, MI 48126-2701

General Manager  
Galpin Motors, Inc.  
15505 Roscoe Boulevard  
North Hills, CA 91343

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

DEC 15 2011

OFFICE OF THE  
GENERAL COUNSEL

Re: [REDACTED]; purchase of 2010 Ford Fusion  
VIN 3FADPOL36AR [REDACTED]

Dear [REDACTED]

This office represents [REDACTED] concerning her purchase of a defective 2010 Ford Fusion. I enclose a copy of the vehicle contract, along with copies of other relevant documents including the repair orders describing the complaints and work done while the vehicle was in authorized repair facilities. Please note that this vehicle complies with the requirements of the Consumer Warranty Act (Song Beverly Act) because all work was done while it was covered by Ford Motor Company's express warranty.

We are hereby notifying you that this vehicle qualifies under the California "Lemon Law" (Civil Code Sections 1793.2 et seq.) for replacement or reimbursement. Civil Code Section 1793.22(b) establishes the standard for the presumption that a car is a "lemon" within the definitions of the "Lemon Law," and that it includes a new vehicle "bought or used for business and personal, family or household purposes by a person, including" businesses "to which not more than five vehicles are registered." That section states as follows:

It shall be presumed that a reasonable number of attempts have been made to conform a new motor vehicle to the applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the odometer of the vehicle, whichever occurs first, one or more of the following occurs:

- (1) The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity.
- (2) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the nonconformity.



(3) The vehicle is out of service by reason of repair of nonconformities by the manufacturer or its agents for a cumulative total of more than 30 calendar days since delivery of the vehicle to the buyer.

We are also hereby notifying you that this vehicle qualifies under the Magnuson-Moss Warranty Act (hereinafter referred to as "Warranty Act"), 15 U.S.C. §2301(3). [REDACTED] is a "consumer" as defined in the Warranty Act, 15 U.S.C. §2301(3), and Ford Motor Company is a "supplier" and "warrantor" as defined in the Warranty Act, 15 U.S.C. §2310(4) and (5). The 2010 Ford Fusion is a "consumer product" as defined in the Warranty Act, 15 U.S.C. §2301(1) because it is normally used for personal or household purposes. The express warranty provided by Ford is a "written warranty" as defined in the Warranty Act, 15 U.S.C. §2301(6), and under California law there was created in connection with the sale of this vehicle an implied warranty of merchantability.

Accordingly, the actions of Ford Motor Company in failing to tender the vehicle to Ms. [REDACTED] free of defects and refusing to repair or replace the defective vehicle tendered to Ms. [REDACTED] constitutes breach of the written and implied warranties covering the vehicle and hence violation of the Magnuson-Moss Warranty Act.

The Magnuson-Moss Warranty Act, 15 U.S.C. §2301(d)(2), entitles our client to recover costs and expenses of bringing suit including attorneys' fees. As a result of the misconduct of Ford Motor Company and in an effort to protect her rights, [REDACTED] has incurred and continues to incur legal fees, costs, and expenses.

*Please note, pursuant to California Civil Code Section 1793.22(b), [REDACTED] vehicle has been in for repairs and out of service in possession of an authorized repair facility on at least five (5) separate occasions and out of service for more than 42 days within 18,000 miles and 18 months from the date of the purchase of the vehicle on December 13, 2009, thereby triggering the lemon law presumption.*

Specifically, [REDACTED] has had numerous and consistent problems with this vehicle, including a combination of one or more manufacturing non-conformities causing the vehicle to lose power under normal operating conditions; defective battery; defective gasoline engine; "no start" condition; wrench light remains on; "pull over drive safely" light remains on; defective water pump; defective throttle; display no longer displays battery regeneration; vehicle has had to be towed on at least four (4) separate occasions; as well as other problems all contributing to the safety, use, and value of this vehicle. These complaints and problems have all been brought to the attention of the dealer, Galpin Motors, Inc., in North Hills, CA, as well as to your factory representatives. Nevertheless, despite these numerous attempts to repair the vehicle on at least six (6) separate occasions and *being out of service for a total of more than 66 days* between June 2, 2010 and November 16, 2011, these problems remain, and it appears that Ford is now no closer to making the necessary repairs to these defective conditions.

*Because the vehicle still exhibits all of the same problems caused by the defects as stated above, and as was originally claimed by [REDACTED] she qualifies for the Lemon Law presumption.* In these circumstances, the remedies of Civil Code Section 1793.2(d)(2) apply. That section provides:



If a manufacturer or its representative in this state is unable to service or repair a new motor vehicle, . . . to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle in accordance with subparagraph (A) or promptly make restitution to the buyer in accordance with subparagraph (B). However, the buyer shall be free to elect restitution in lieu of replacement, and in no event shall the buyer be required by the manufacturer to accept a replacement vehicle.

██████████ has elected restitution in accordance with subparagraph (B). This letter formally demands that you make restitution within thirty (30) days of your receipt of this letter in accordance with the provision of subparagraph (B) of Civil Code Section 1793.2(d)(2), which provides:

In the case of restitution, the manufacturer shall make restitution in an amount equal to the actual price paid or payable by the buyer, including any charges for any charges for transportation and manufacturer-installed options, but excluding non-manufacturer items installed by a dealer or the buyer, and including any collateral charges such as sales tax, license fees, registration fees, and other official fees, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer.

We hereby demand that you comply with the provisions of the California "Lemon Law" provisions set forth above, and reimburse ██████████ as required by paragraph (2) of subdivision (d) of Section 1793.2 of the Civil Code. This letter is intended as written notice to you requesting that you comply with this provision and provide the reimbursement ██████████ is entitled to as a matter of law.

We calculate the amount of reimbursement owed to our client as follows:

1. Cash payment	\$33,716.60
2. Registration	380.00
3. Attorneys' fees to date	<u>4,000.00</u>
TOTAL	\$38,096.60

Unless our client is reimbursed for this amount within thirty days of your receipt of this letter, we will commence legal proceedings to recover this amount, together with additional damages as provided by California law. These damages include a mandatory award of attorneys' fees pursuant to Civil Code Section 1794 (d), and an award for personal injuries, including emotional distress, suffered as a result of your wrongful conduct, as provided by California Commercial Code Section 2715. In addition, we will take your refusal to comply with your legal obligation to constitute willful failure as defined in Civil Code Section 1794(c) which provides:

If the buyer establishes that the failure to comply was willful, the judgment may include, in addition to the amounts recovered under subdivision (a), a civil penalty which shall not exceed two times the amount of actual damages.

In addition, please be aware of the provisions of California Civil Code Section 1794 (a) which provides in part:

(1) Except as otherwise provided in this subdivision, if the buyer establishes a violation of paragraph (2) of subdivision (d) of section 1793.2, the buyer shall recover damages and reasonable attorney's fees and costs, and may recover a civil penalty of up to two times the amount of damages . . .

(3) After the occurrence of the events giving rise to the presumption established in subdivision (b) of Section 1793.22, the buyer may serve upon the manufacturer a written notice requesting that the manufacturer comply with paragraph (2) of subdivision (d) of Section 1793.2. . . .

(4) If the buyer serves the notice described in paragraph (3) and the manufacturer complies with paragraph (2) of subdivision (d) of Section 1793.2 within 30 days of the service of that notice, the manufacturer shall not be liable for a civil penalty pursuant to this subdivision.

PLEASE TAKE NOTICE that this letter constitutes a written notice to you requesting your compliance with paragraph (2) of subdivision (d) of Section 1793.2. This notice is served upon you in compliance with the requirements of Civil Code Section 1794(e)(3). Unless you comply with paragraph (2) of subdivision (d) of Section 1793.2 within thirty days of the service of this notice, the plaintiff may recover a civil penalty of up to two times the amount of damages for such failure.

We trust you will recognize your obligations to [REDACTED] pursuant to the California statutes referenced above. Please contact me at your earliest convenience if you have any questions or need any further information

Sincerely,  
LAW OFFICES OF DELSACK & ASSOCIATES, P.C.

[REDACTED]  
KURT DELSACK

KD/bew  
Enclosures

cc: [REDACTED]





(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN  
 LINCOLN

GALPIN  
 MERCURY Page 3

Los Angeles, CA Phone (H): Phone (C): Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36A License Number: Stock Number: 102383 Tag Number: 163	Phone (W): Phone Oth: (310) Mileage In: 3007 Mileage Out: 3007	A/R Number: Customer Number: PO Number: Auth Number: Service Writer: 91497 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail Customer Signature	Invoice Number: Printed: 06/02/2010 1:09 PM Copy # 1 Date Opened: 06/02/10 Date Notified: 06/02/10 Date Delivered:
--	---	--	---

Description	Hrs or Qty	List	Ext Total	Grand Total
1 - Cause/Action to Take RST - MAINTENANCE 1 - Correction/Action Taken RESET OIL CHANGE LIGHT <div style="text-align: right;">SubTotal Job # 5</div>				0.00 0.00
<u>5. Customer Concern</u> PERFORM MULTI POINT INSPECTION 1 - Cause/Action to Take Q99P - MAINTENANCE 1 - Correction/Action Taken PERFORMED MULTI POINT INSPECTION <div style="text-align: right;">SubTotal Job # 6</div>				0.00 0.00
<u>7. Customer Concern</u> Customer States PERFORM EXTERIOR DETAIL AND PAINT PROTECTION 1 - Cause/Action to Take CC 1 - Correction/Action Taken Performed.				0.00



(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN  
 LINCOLN

GALPIN  
 MERCURY Page 2

[Redacted] Los Angeles, CA [Redacted]		A/R Number: [Redacted]	Invoice Number: [Redacted]
		Customer Number: [Redacted]	Printed: 06/02/2010 1:09 PM
Phone [Redacted] Phone (W): [Redacted]		PO Number:	Copy # 1
Phone [Redacted] Phone Oth: (310)		Auth Number:	Date Opened: 06/02/10
Year/Make/Model: 2010 Ford Fusion Hybrid		Service Writer: 91497	Date Notified: 06/02/10
VIN: 3FADP0L36AR [Redacted]		Estimate Amount: \$	Date Delivered:
License Number:		Terms & Conditions:	
Stock Number: 102383		Type of Sale: Retail	
Tag Number: 163		Mileage In: 3007	<b>Customer Signature</b>
		Mileage Out: 3007	

Description	Hrs or Qty	List	Ext Total	Grand Total
SubTotal Job # 2				0.00
<b>3. Customer Concern</b>				
INSPECT BRAKES				
1 - Cause/Action to Take				
GBKS - MAINTENANCE				
1 - Correction/Action Taken				
INSPECTED BRAKES				0.00
2 - Cause/Action to Take				
GBKS - MAINTENANCE				
2 - Correction/Action Taken				
INSPECTED BRAKES				0.00
3 - Cause/Action to Take				
GBKS - MAINTENANCE				
3 - Correction/Action Taken				
INSPECTED BRAKES AND BRAKES HAVE 6mm OR ABOVE				0.00
REMAINING... front at 8mm... rear at 7mm...				
SubTotal Job # 3				0.00
<b>4. Customer Concern</b>				
PERFORM BATTERY TEST				
1 - Cause/Action to Take				
GBATT - MAINTENANCE				
1 - Correction/Action Taken				
PERFORMED BATTERY TEST				0.00
2 - Cause/Action to Take				
GBATT - MAINTENANCE				
2 - Correction/Action Taken				
BATTERY PASSES LOAD TEST				0.00
SubTotal Job # 4				0.00
<b>5. Customer Concern</b>				
RESET OIL CHANGE LIGHT				





(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029463131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN  
LINCOLN

GALPIN  
MERCURY <sup>Page 1</sup>

[Redacted] Los Angeles, CA	A/R Number:	Invoice Number
	Customer Number:	[Redacted]
Phone [Redacted]	PO Number:	Printed: 06/02/2010 1:09 PM
Phone (W): [Redacted]	Auth Number:	Copy # 1
Phone Oth: (310) [Redacted]	Service Writer: 91497	Date Opened: 06/02/10
Year/Make/Model: 2010 Ford Fusion Hybrid	Estimate Amount: \$	Date Notified: 06/02/10
VIN: 3FADP0L36AR[Redacted]	Terms & Conditions:	Date Delivered:
License Number: [Redacted]	Type of Sale: Retail	
Stock Number: 102383	Customer Signature	
Tag Number: 163		

Description	Hrs or Qty	List	Ext Total	Grand Total
<b>1. Customer Concern</b>				
PERFORM COMPLIMENTARY 1ST SERVICE. LUBE, OIL, AND FILTER, TIRE ROTATION AND MULTI POINT INSPECTION				
1 - Cause/Action to Take				
1STWORKS - MAINTNENACE				
1 - Correction/Action Taken				
PERFORMED COMPLIMENTARY 1ST SERVICE	91312			0.00
CHANGED ENGINE OIL AND FILTER				
ROTATED TIRES				
INSPECTED FRONT AND REAR BRAKES				
PERFORMED MULTI POINT INSPECTION				
Part Number	Failed	Description		
1S7Z6731DA		FLTR ASY-OIL(SPIN-ON TYPE)	1	
XO5W20QSP		ENGINE OIL	5	
		<u>Sub Total Parts</u>		<u>Internal Work</u>
<b>2. Customer Concern</b>				
INSPECT TIRES AND TIRE TREAD DEPTHS				
1 - Cause/Action to Take				
GTIRE - MAINTENANCE				
1 - Correction/Action Taken				
INSPECTED TIRES AND TIRE TREAD DEPTH				0.00
2 - Cause/Action to Take				
GTIRE - MAINTENANCE				
2 - Correction/Action Taken				
INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING... front & rear at 8/32...				0.00
3 - Cause/Action to Take				
GTIRE - MAINTENANCE				
3 - Correction/Action Taken				
INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING				0.00



(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN  
 LINCOLN

GALPIN  
 MERCURY Page 1

Los Angeles, CA		A/R Number:	Invoice Number:
Phone ( )	Phone (W):	Customer Number:	Printed: 06/02/2010 1:12 PM
Phone ( )	Phone Oth: (310)	PO Number:	Copy # 1
Year/Make/Model: 2010 Ford Fusion Hybrid		Auth Number:	Date Opened: 06/02/10
VIN: 3FADP0L36 AR		Service Writer: 91497	Date Notified: 06/02/10
License Number:		Estimate Amount: \$	Date Delivered:
Stock Number: 102383	Mileage In: 3007	Terms & Conditions:	
Tag Number: 163	Mileage Out: 3007	Type of Sale: Retail	
		<b>Customer Signature</b>	

Description	Hrs or Qty	List	Ext Total	Grand Total
<p><b>1. Customer Concern</b>            Customer States TEMPERATURE DISPLAY USED TO BE GREEN IN THE MORNING AND NOW IT'S BLUE            1 - Cause/Action to Take            CC            1 - Correction/Action Taken            Verified normal operation against new vehicle from inventory. Normal operation.            SubTotal Job # 1</p>				0.00 Warranty
<p><b>2. Customer Concern</b>            Customer States VEHICLE NO LONGER DISPLAYS BETTERY REGENERATION WHILE BRAKING.            1 - Cause/Action to Take            CC            1 - Correction/Action Taken            No problems found. Normal operation.            SubTotal Job # 2</p>				0.00 Warranty





(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131

BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN  
L I N C O L N

GALPIN  
MERCURY Page 1

<p>Los Angeles, CA [REDACTED]</p> <p>Phone [REDACTED] Phone (W): [REDACTED]        Phone [REDACTED] Phone Oth: (310) [REDACTED]</p> <p>Year/Make/Model: 2010 Ford Fusion Hybrid</p> <p>VIN: <b>3FADP0L36 AR</b> [REDACTED]</p> <p>License Number [REDACTED]</p> <p>Stock Number: 102383 Mileage In: 6411        Tag Number: 735 Mileage Out: 6415</p>	<p>A/R Number: [REDACTED]</p> <p>Customer Number: [REDACTED]</p> <p>PO Number: [REDACTED]</p> <p>Auth Number: [REDACTED]</p> <p>Service Writer: 90471</p> <p>Estimate Amount: \$ [REDACTED]</p> <p>Terms &amp; Conditions: [REDACTED]</p> <p>Type of Sale: Retail</p> <p style="text-align: center;"><b>Customer Signature</b></p>	<p>Invoice Number: [REDACTED]</p> <p>Printed: 08/20/2010 5:00 PM</p> <p>Copy # 1</p> <p>Date Opened: 08/13/10</p> <p>Date Notified: 08/20/10</p> <p>Date Delivered: [REDACTED]</p>
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Description	Hrs or Qty	List	Ext Total	Grand Total
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**1. Customer Concern**

Customer States WHILE DRIVING WRENCH LIGHT WILL COME ON

1 -- Cause/Action to Take

CC

1 -- Correction/Action Taken

P0A7C MOTOR ELECTRICAL OUTER TEMP - BODY CHASIS  
 ELECTRICAL DIAGNOSIS RETRIEVED DTC P0A7C , B. G. E,  
 PINPOINT TEST COOLING FAN DIAGNOSIS, OKAY, PRESSURE  
 TEST COOLING SYSTEM NO LEAKS DETECTED REMOVED AND  
 REPLACED WATER PUMP ASSEMBLY RETESTED SYSTEM  
 PASSED

90037

0.00

2 -- Correction/Action Taken

0.00

3 -- Correction/Action Taken

0.00

4 -- Correction/Action Taken

0.00

5 -- Correction/Action Taken

0.00

Part Number	Failed	Description
9E5Z8C419A		PUMP ASY

1

Sub Total Parts  
 SubTotal Job # 1

Warranty  
 Warranty



(818) 778-2172 - Fax (818) 778-2164

OPEN MON.-FRI. 7:00 AM TO 7:00 PM

SATURDAY 8:00 AM TO 5:00 PM

EPA # CAD 029453131

BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN LINCOLN

GALPIN MERCURY Page 2

Los Angeles, CA [REDACTED]  
 Phone [REDACTED] Phone (W) [REDACTED]  
 Phone [REDACTED] Phone Oth: (310) [REDACTED]  
 Year/Make/Model: 2010 Ford Fusion Hybrid  
 VIN: 3FADP0L36A [REDACTED]  
 License Number: [REDACTED]  
 Stock Number: 102383 Mileage In: 6411  
 Tag Number: 735 Mileage Out: 6415

A/R Number: [REDACTED]  
 Customer Number: [REDACTED]  
 PO Number: [REDACTED]  
 Auth Number: [REDACTED]  
 Service Writer: 90471  
 Estimate Amount: \$  
 Terms & Conditions:  
 Type of Sale: Retail  
 Customer Signature

Invoice Number: [REDACTED]  
 Printed: 08/20/2010 5:00 PM  
 Copy # 1  
 Date Opened: 08/13/10  
 Date Notified: 08/20/10  
 Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
<p><i>Sup. 3.0 Liter Mini-Description - Repair</i>  <i>- Substrate</i>  <i>- Water pump</i>  <i>- Valve!</i>  <i>Some Overhaul</i>  <i>Garage</i></p>				

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

SERVICE DEPARTMENT HOURS:  
 MONDAY - FRIDAY: 7:00 A.M. TO 7:00 P.M.  
 SATURDAY: 8:00 A.M. - 5:00 P.M.  
 RESERVATIONS: (818)778-2172

IF FOR ANY REASON, WE HAVE NOT MADE YOU COMPLETELY SATISFIED, PLEASE ALLOW US THE OPPORTUNITY TO CORRECT THE SITUATION.  
 OUR MANAGEMENT TEAM CAN BE REACHED AT (818)778-2172.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
<b>AMOUNT DUE</b>	<b>0.00</b>





# AFTER HOURS - SERVICE VEHICLE - DROP OFF

☆ IF YOU LEAVE YOUR CAR FOR SERVICE AFTER NORMAL HOURS ☆

ASK ABOUT OUR SPECIAL RENTAL RATES WHILE YOUR CAR IS BEING SERVICED!

#266

Signat 5000

LIC. #: [REDACTED] MODEL: Ford/Fusion COLOR: Silver YEAR: 10  
 VIN#: [REDACTED] REGISTERED OWNER(S): \_\_\_\_\_  
 MILEAGE: [REDACTED] CITY: AIR STATE: [REDACTED] ZIP: \_\_\_\_\_  
 ADDRESS: [REDACTED]

PERSON TO CONTACT NAME: [REDACTED]  
 TELEPHONE NUMBERS: [REDACTED]  
 (These Must Be Current) HOME: (\_\_\_\_) \_\_\_\_\_  
 CELL: (\_\_\_\_) \_\_\_\_\_  
 PAGER: (\_\_\_\_) \_\_\_\_\_

- Do you have a reservation for this visit?  YES  NO  
 Was the vehicle purchased at Galpin?  YES  NO  USED  NEW  
 Did you purchase an Extended Service Policy?  YES  NO  NOT SURE

## REQUESTED SERVICES

### ☆ Scheduled Maintenance Service ☆

- Oil and Filter Change Only
- |                                       |                                       |                                       |                                       |  |
|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> 5,000 Miles  | <input type="checkbox"/> 10,000 Miles | <input type="checkbox"/> 15,000 Miles | <input type="checkbox"/> 20,000 Miles | <input type="checkbox"/> 25,000 Miles  |
| <input type="checkbox"/> 30,000 Miles | <input type="checkbox"/> 35,000 Miles | <input type="checkbox"/> 40,000 Miles | <input type="checkbox"/> 45,000 Miles | <input type="checkbox"/> 50,000 Miles  |
| <input type="checkbox"/> 55,000 Miles | <input type="checkbox"/> 60,000 Miles | <input type="checkbox"/> 65,000 Miles | <input type="checkbox"/> 70,000 Miles | <input type="checkbox"/> 75,000 Miles  |
| <input type="checkbox"/> 80,000 Miles | <input type="checkbox"/> 85,000 Miles | <input type="checkbox"/> 90,000 Miles | <input type="checkbox"/> 95,000 Miles | <input type="checkbox"/> 100,000 Miles |
- Wheel Alignment  Tire Rotation and Balancing  Break Inspection  
 Smog Check  Tune-up  IOU  Paintless Dent Repair

Please describe any other repair concerns: △ Power car - Pull over  
Wrench left here on MAIN - since last repair  
see last page work (RO) re ✓

Please Return Old Parts  Yes  No

Who is your service advisor? \_\_\_\_\_

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 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. Dealer is not responsible for unavailability of parts or delays in parts shipments beyond dealer's control. Customer is hereby notified that the property is not insured or protected to the amount of the actual cash value thereof, or otherwise against loss occasioned by theft, fire or vandalism while the property remains with the dealer. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.

Signature of person leaving car \_\_\_\_\_ Print Name \_\_\_\_\_ #32

G-397 REV 5/04

7:00 a.m. to 7:00 p.m. Monday - Friday  
 8:00 a.m. to 5 p.m. Saturdays

CARS CANNOT BE RELEASED AFTER 7:00 P.M. WEEKDAYS OR AFTER 5:00 P.M. SATURDAYS



RENTAL AGREEMENT



Sept-13

ALPIN MOTORS, INC.  
B.A. GALPIN STUDIO RENTALS

RENTAL RECORD

15505 ROSCOE BL

NORTH HILLS CA 91363

818-787-8000

CUSTOMER NAME (YOURSELF) [REDACTED]

CITY STATE ZIP CODE [REDACTED]

DRIVER'S LICENSE NO. STATE EXP. DATE [REDACTED]

IRTH DATE SOCIAL SECURITY NO. HOME PHONE [REDACTED]

LOCAL CONTACT ADDRESS PHONE [REDACTED]

EMPLOYER PHONE [REDACTED]

EMPLOYER'S ADDRESS CITY STATE ZIP CODE [REDACTED]

VEHICLE NO. LICENSE YEAR VEHICLE NO. LICENSE YEAR

MODEL COLOR MODEL COLOR

M3 COPPER

MILES IN MILES IN

MILES OUT MILES OUT 30787

MILES DRIVEN MILES DRIVEN

MILES ALLOWED MILES ALLOWED

CHARGE MILES CHARGE MILES

DATE AND TIME IN DATE AND TIME IN

DATE AND TIME OUT DATE AND TIME OUT 09-13-10 0842A

RETURN LOCATION GALPIN FORD DATE DUE 09-16-10

ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS, IF NONE, PRINT "NONE" (CROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER)

NAME ADDRESS CITY STATE ZIP CODE ADR [REDACTED]

**FUEL PURCHASE OPTION**  
By initialing, You accept or decline to purchase a full tank fuel from Licensee at the price specified here; \_\_\_\_\_, per gal.

DECLINES ACCEPTS

**COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW) (CCDW IS NOT INSURANCE)**  
RATES: \_\_\_\_\_ PER DAY \_\_\_\_\_ PER WEEK  
By initialing, You accept or decline the optional Comprehensive / Collision Damage Waiver at the rate listed above. By declining the waiver, You accept responsibility for all loss or damage to the Vehicle as described in Paragraph 4. Before accepting the waiver, You may want to determine whether Your own auto insurance or credit card agreement covers all or part of such damage. Even if You accept the waiver, You will be responsible for loss or damage due to theft as described in Paragraph 4 or from any violation of Paragraph 5 (a - f) of this Agreement.

DECLINES ACCEPTS

PAC: REFER TO PRODUCT BROCHURE OR POLICY FOR COVERAGE DETAILS

RATES: \_\_\_\_\_ PER DAY \_\_\_\_\_ PER WEEK

VEHICLE CONDITION OUT PLEASE REFER TO VEHICLE DAMAGE REPORT

IN PLEASE REFER TO VEHICLE DAMAGE REPORT

**24 HOUR ROADSIDE ASSISTANCE**  
1-800-392-3673

**VEHICLES CANNOT LEAVE STATE OF CALIFORNIA WITHOUT WRITTEN CONSENT**

REMARKS:

RENTAL RATES DO NOT INCLUDE FUEL		CHARGES
HOURS	25.00 PER HOUR	\$
DAYS	25.40 / 200	\$
WEEKS	0\$	\$
MONTHS	0\$	\$
MILES	0\$ 35 PER MILE	\$
<b>TOTAL MILEAGE AND RENTAL CHARGES</b>		
SALES TAX	9.750%	\$
VEHICLE LICENSE FEE		\$
SUB TOTAL		\$
REFUELING GAS	GAL 0\$ 89	\$
FUEL PURCHASE OPTION		\$
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)		\$
PERSONAL ACCIDENT COVERAGE (PAC)		\$
TOTAL CHARGES		\$
LESS DEPOSIT		\$
<b>BALANCE DUE</b>		
CASH REFUND	CUSTOMER INITIALS	\$

**NOTICE: Please read the following carefully. FINAL TOTAL IS SUBJECT TO AUDIT**

- Where permitted by law, all insureds, including Licensee, You and all Authorized Drivers reject Uninsured Motorists, Underinsured Motorist, No Fault or Supplemental No Fault insurance coverage.
- By signing this Agreement, You acknowledge that You have read both sides of this Agreement and agree to all of its Terms and Conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.
- Parking Tickets, are your responsibility. A \$35.00 Administrative Charge will be assessed for each unpaid violation and you also remain responsible for the parking ticket.

PO# JOB#

FUEL OUT IN

FULL

\*\*\* ROADSIDE ASSISTANCE 818-986-7411 \*\*\*

CREDIT CARD IMPRINT

OUT BY: JESSB IN BY:

CUSTOMER SIGNATURE [REDACTED]

Customer Signature



RENTAL AGREEMENT



Sept-13

GALPIN MOTORS, INC.  
L.B.A. GALPIN STUDIO RENTALS

15505 ROSCOE BL

NORTH HILLS CA 91363

818-787-8000

RENTAL RECORD

CUSTOMER NAME (YOU/DRIVER) [REDACTED] VEHICLE NO. [REDACTED] LICENSE [REDACTED] YEAR [REDACTED] VEHICLE NO. [REDACTED] LICENSE [REDACTED] YEAR [REDACTED]

MAKE ADDRESS CITY STATE ZIP CODE MODEL COLOR BODY

M3 COPPER

VEHICLE LICENSE NO. STATE EXP. DATE MILES IN MILES OUT 30787

IRTH DATE SOCIAL SECURITY NO. HOME PHONE

LOCAL CONTACT ADDRESS PHONE

EMPLOYER PHONE

EMPLOYER ADDRESS CITY STATE ZIP CODE

ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, F

NAME ADDRESS CITY STATE ZIP CODE

DECLINES

FUEL PURCHASE OPTION

By initialing, You accept or decline to purchase a full tank fuel from Licensee at the price specified here: \_\_\_\_\_, per gal

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW) (CCDW IS NOT INSURANCE)

RATES: \_\_\_\_\_ PER DAY \_\_\_\_\_ PER WEEK

By initialing, You accept or decline the optional Comprehensive / Collision Waiver at the rate listed above. By declining the waiver, You accept for all loss or damage to the Vehicle as described in Paragraph 4. If you decline the waiver, You may want to determine whether Your own auto insurance card agreement covers all or part of such damage. Even if You do, You will be responsible for loss or damage due to theft as described in Paragraph 4 or from any violation of Paragraph 5 (a - f) of this Agreement.

PAC: REFER TO PRODUCT BROCHURE/DR POLICY FOR COVERAGE DETAILS

RATES: \_\_\_\_\_ PER DAY \_\_\_\_\_ PER WEEK

VEHICLE CONDITION OUT PLEASE REFER TO VEHICLE DAMAGE REPORT

IN PLEASE REFER TO VEHICLE DAMAGE REPORT

24 HOUR ROADSIDE ASSISTANCE  
1-800-392-3673

VEHICLES CANNOT LEAVE STATE OF CALIFORNIA WITHOUT WRITTEN CONSENT

REMARKS:

PO# JOB#

FUEL

OUT IN

FULL

CUSTOMER INITIALS

\*\*\* ROADSIDE ASSISTANCE 818-886-7411 \*\*\*

CREDIT CARD IMPRINT

JESSB

OUT BY IN BY

GALPIN FORM # G122 3PART - NON FRAC

09/13/2010  
Merchant ID:  
Terminal ID:  
329056904991  
09:05:42  
00000001007024  
01459391  
CREDIT CARD  
VISA AUTH ONLY  
CARD #  
INVOICE  
Batch #:  
Approval Code:  
Entry Method:  
Approved:  
PRE-AUTH AMOUNT  
CUSTOMER COPY

TOTAL CHARGES  
LESS DEPOSIT  
BALANCE DUE

NOTICE: Please read the following carefully. FINAL TOTAL IS SUBJECT TO ADJUSTMENT.  
• Where permitted by law, all insureds including Licensee, You and all Authorized Drivers reject Uninsured Motorists, Underinsured Motorist, No Fault or Supplemental No Fault insurance coverage.  
• By signing this Agreement, You acknowledge that You have read both sides of this Agreement and agree to all of its Terms and Conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.  
• Parking Tickets, are your responsibility. A \$35.00 Administrative Charge will be assessed for each unpaid violation and you also remain responsible for the parking ticket.



65695

4040 Mystic Valley Parkway, Boston, Massachusetts 02155  
(617) 393-9300 • (800) 541-CCMC (2262) • Fax (617) 395-6705

### Request for Payment from Tow/Service Company

Owner/Driver/Member/Policyholder Name <b>B [REDACTED]</b>	Date of Service <u>9/12/10</u>
Address _____	Time of Arrival at Site _____ a.m. / p.m.
_____	Time of Job Completion _____ a.m. / p.m.
_____	CCMC Dispatch# _____

CCMC Membership # \_\_\_\_\_ Vehicle Identification Number 3FADP0L36AR [REDACTED]

Type of Service:  Flatbed Tow  Wheel Lift Tow  Fuel Repair  Tire  Roadside  Jump Start  Lockout  Winch  No Show (G.O.A.)  Other

Miles to destination _____	Miles Towed _____	Gross Miles _____	OD Meter <u>7466</u>
Address From <u>9724 BLANTYR DR.</u>	Address To <u>LA. CA.</u>	Net Miles x Mileage Rate _____	Hook-up Rate / Flat Rate _____
Registered Vehicle Information	Year <u>'10</u> Make <u>Ford</u> Model <u>FUSION.</u>	Dolly _____	Labor _____
Color <u>Silver</u> State / Plate # _____	_____	Re-Tow _____	Storage _____
Damage Note (see reverse side for details)	_____	Total Charge to CCMC \$ _____	_____

Vendor # 20723 All City Tow Service  
5832 W. Adams Blvd. • Culver City, CA 90232

Comments \$12,2010

B [REDACTED] CCMC VENDOR HOTLINE: 1-800-541-2262

Truck # 4 / License # 33  
Service Truck Driver Signature

CCMC IS NOT RESPONSIBLE FOR THE ACTIONS OF THE ABOVE INDEPENDENT SERVICE PROVIDER





(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN  
LINCOLN

GALPIN  
MERCURY Page 1

Los Angeles, CA Phone (H): Phone (W): Phone Oth: (310) Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36AR License Number: Stock Number: 102383 Tag Number: 266	A/R Number: Customer Number: PO Number: Auth Number:	Invoice Number: Printed: 09/23/2010 9:07 AM Copy # 2 Date Opened: 09/13/10 Date Notified: 09/23/10 Date Delivered:
	Service Writer: 90471 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	<b>Customer Signature</b>

Description	Hrs or Qty	List	Ext Total	Grand Total
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**Customer Concern**

VEHICLE WAS TOWED IN\*\*\*\*\*C/S WAS DRIVING WRENCH LIGHT CAME BACK ONE SINCE PICKED UP (9/3/11) AND STATES OVER WEEKEND WAS DRIVING AND RED TRIANGLE LIGHT CAME ON - LOCKED IN OWNERS GUIDE AND THAT ICON INDICATED TO PULL OVER - SEE ATTACHED RO 538802

1 - Cause/Action to Take  
CC

1 - Correction/Action Taken

PERFORMED SYSTEM DIAGNOSIS RETRIEVED CODE P0A7C OVERHEAT CODE MECP PUMP CIRCUIT TESTED - CONTACTED HOTLINE CHECKED ALL CONNECTIONS AND BLED COOLING SYSTEM - ROADTESTED VEHICLE ON 2 EXTENDED ROADTESTS AND WAS NOT ABLE TO REPLICATE CONCERN

90525

0.00

Part Number	Failed	Description
VC10A2		ANTI FREEZE

Sub Total Parts  
SubTotal Job # 1

Warranty  
Warranty



(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON. - FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN  
LINCOLN

GALPIN  
MERCURY Page 2

Los Angeles, CA  
 Phone (W):  
 Phone (H): (310)  
 Year/Make/Model: 2010 Ford Fusion Hybrid  
 VIN: 3FADP0L36AR  
 License Number:  
 Stock Number: 102383 Mileage In: 7466  
 Tag Number: 266 Mileage Out: 7668

A/R Number:  
 Customer Number:  
 PO Number:  
 Auth Number:  
 Service Writer: 90471  
 Estimate Amount: \$  
 Terms & Conditions:  
 Type of Sale: Retail  
 Customer  
 Signature

Invoice Number:  
 Printed: 09/23/2010 9:07 AM  
 Copy # 2  
 Date Opened: 09/13/10  
 Date Notified: 09/23/10  
 Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
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GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00

SERVICE DEPARTMENT HOURS:  
 MONDAY - FRIDAY: 7:00 A.M. TO 7:00 P.M.  
 SATURDAY: 8:00 A.M. - 5:00 P.M.  
 RESERVATIONS (818)778-2172

IF FOR ANY REASON, WE HAVE NOT MADE YOU COMPLETELY SATISFIED, PLEASE ALLOW US THE OPPORTUNITY TO CORRECT THE SITUATION.  
 OUR MANAGEMENT TEAM CAN BE REACHED AT (818)778-2172

**AMOUNT DUE 0.00**





(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 829453131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC245635

GALPIN  
LINCOLN

GALPIN  
MERCURY Page 1

<p>Los Angeles, CA</p> <p>Phone (H): Phone (W):          Phone (C): Phone Oth: (310)</p> <p>Year/Make/Model: 2010 Ford Fusion Hybrid</p> <p>VIN: 3FADP0L36AR</p> <p>License Number:</p> <p>Stock Number: 102383 Mileage In: 8398</p> <p>Tag Number: 124 Mileage Out: 8588</p>	<p>A/R Number:</p> <p>Customer Number:</p> <p>PO Number:</p> <p>Auth Number:</p> <hr/> <p>Service Writer: 90471</p> <p>Estimate Amount: \$</p> <p>Terms &amp; Conditions:</p> <p>Type of Sale: Retail</p> <hr/> <p style="text-align: center;"><b>Customer Signature</b></p>	<p>Invoice Number:</p> <p>Printed: 10/28/2010 10:32 AM</p> <p>Copy # 2</p> <p>Date Opened: 10/18/10</p> <p>Date Notified:</p> <p>Date Delivered:</p>
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Description	Hrs or Qty	List	Ext Total	Grand Total
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**Customer Concern**

Customer States WAS DRIVING AND RED TRIANGLE LIGHT ILLUMINATED ON DASHBOARD AND VEHICLE DIED - WOULDNT START UP HAD TO TOW VEHICLE HERE

1 - Cause/Action to Take

CC

1 - Correction/Action Taken

PERFORM EEC DIAGNOSIS FOUND CODES U0140 AND P1A0C	90525		0.00
---	-------	--	------

PERFORM PINPOINT TEST BM1-5 NO FAULT FOUND - INSPECT CONNECT C139 AND C145 OKAY - CONTACTED HOTLINE REPORT # 104118877 RECOMMEND SMOKE TEST VMV CHECKED ROADTESTED VEHICLE 100 MILES NO CODES - FORD FIELD ENGINEER RECOMMENDED TO REPLACE VMV AND PERFORM TSB 10-21-10 (PCM REPROGRAM) REPLACED CANNISTER PURGE VALVE AND REPROGRAMMED PCM PER TSB 10-21-10 AND ROADTESTED ANOTHER 90 MILES AND SYSTEM PASSED

2 - Correction/Action Taken

0.00

3 - Correction/Action Taken

0.00

4 - Correction/Action Taken

0.00

5 - Correction/Action Taken

0.00

Part Number	Failed	Description
9U5Z9C915BE		VALVE ASY

1

Sub Total Parts  
SubTotal Job # 1

Warranty  
Warranty



(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131  
 BAR # AC011208 - BAR # RC011208 - BAR # AC246635

Ψ  
 GALPIN  
 LINCOLN

GALPIN  
 MERCURY Page 2

<p>Los Angeles, CA [REDACTED]</p> <p>Phone (W): [REDACTED] Phone (C): [REDACTED] Phone (W): [REDACTED] Phone Oth: (310) [REDACTED]</p> <p>Year/Make/Model: 2010 Ford Fusion Hybrid</p> <p>VIN: <b>3FADP0L36AR</b> [REDACTED]</p> <p>License Number: [REDACTED]</p> <p>Stock Number: 102383 Mileage In: 8398</p> <p>Tag Number: 124 Mileage Out: 8588</p>	<p>A/R Number: [REDACTED]</p> <p>Customer Number: [REDACTED]</p> <p>PO Number: [REDACTED]</p> <p>Auth Number: [REDACTED]</p> <hr/> <p>Service Writer: 90471</p> <p>Estimate Amount: \$</p> <p>Terms &amp; Conditions:</p> <p>Type of Sale: Retail</p> <hr/> <p style="text-align: center;"><b>Customer Signature</b></p>	<p>Invoice Number: [REDACTED]</p> <p>Printed: 10/28/2010 10:32 AM</p> <p>Copy # 2</p> <p>Date Opened: 10/18/10</p> <p>Date Notified:</p> <p>Date Delivered:</p>
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Description	Hrs or Qty	List	Ext Total	Grand Total
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GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

**SERVICE DEPARTMENT HOURS:**  
 MONDAY - FRIDAY: 7:00 A.M. TO 7:00 P.M.  
 SATURDAY: 8:00 A.M. - 5:00 P.M.  
 RESERVATIONS: (818)778-2172  
 SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

IF FOR ANY REASON, WE HAVE NOT MADE YOU COMPLETELY SATISFIED, PLEASE ALLOW US THE OPPORTUNITY TO CORRECT THE SITUATION.  
 OUR MANAGEMENT TEAM CAN BE REACHED AT (818)778-2172.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
<b>AMOUNT DUE</b>	<b>0.00</b>



# GALPIN JOB CHANGE ORDER

(Circle one)

FORD AM JAG LINC/MERC MAZDA VOLVO SATURN GAS HONDA RECON

JOB# 24	DATE 10/25/10	TIME 1153	ADVISOR [Signature]	CUSTOMER [Redacted]		
YEAR	MODEL	PROD. DATE	ENG.	TRANS.	TRIM	BODY

ITEM #	TECH #	RO #	LN #	SERVICE NEEDED	PART #(S)	PARTS	LABOR \$\$\$	LABOR HRS.	TOTAL
1				OK for estimate Road Test					
2									
3									
4									
5									
6		90337		SWT MILES 8392 MI IN MILES 8495 MI	90337				
7				AFTER EXTENDED ROAD TEST OF					
8				VEHICLE OPERATION NORMAL, NO PROBLEMS					
9				FOUND AT THIS TIME.					
10									
11									

DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL WORK OR PARTS - I hereby designate the the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor:

Name of Designee: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Customer Name: \_\_\_\_\_ Work Order #: \_\_\_\_\_ Customer's Signature & Date: [Signature] / 10/25/10

ADDITIONAL REPAIRS AUTHORIZED  Per Kevin B.	CUSTOMER <u>[Signature]</u>	ADVISOR <u>[Signature]</u>	<input type="checkbox"/> PERSONAL CONTACT
	ADDITIONAL AMOUNT	NEW TOTAL	<input checked="" type="checkbox"/> PHONE DATE/TIME 10/25/10 @ 1153
ADDITIONAL REPAIRS AUTHORIZED	CUSTOMER	ADVISOR	<input type="checkbox"/> PERSONAL CONTACT
	ADDITIONAL AMOUNT	NEW TOTAL	<input type="checkbox"/> PHONE DATE/TIME
ADDITIONAL REPAIRS AUTHORIZED	CUSTOMER	ADVISOR	<input type="checkbox"/> PERSONAL CONTACT
	ADDITIONAL AMOUNT	NEW TOTAL	<input type="checkbox"/> PHONE DATE/TIME



(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 829453131

**GALPIN LINCOLN** Page 1

BAR # 011208 - BAR # RC011208 - BAR # 246635

[Redacted]		A/R Number:	[Redacted]	Invoice Number:	[Redacted]
Los Angeles, CA		Customer Number:	[Redacted]	Printed: 06/16/2011 4:19 PM	
Phone (H): [Redacted]	Phone (W): [Redacted]	PO Number:		Copy # 1	
	Phone Oth: (310) [Redacted]	Auth Number:		Date Opened: 06/06/11	
Year/Make/Model: 2010 Ford Fusion Hybrid		Service Writer: Steve Walker		Date Notified: 06/16/11	
VIN: 3FADP0L36 AR [Redacted]		Estimate Amount: \$		Date Delivered:	
License Number:		Terms & Conditions:			
		Type of Sale: Retail			
Stock Number: 102083	Mileage In: 13374	<b>Customer Signature</b>			
Tag Number: 463	Mileage Out: 13844				

Description	Hrs or Qty	List	Ext Total	Grand Total
<b>1. Customer Concern</b>				
PERFORM WORKS FUEL SAVER PACKAGE. LUBE, OIL AND FILTER, TIRE ROTATION, AND MULTI POINT INSPECTION*****FREE SERVICE PER OWNERS ADVANTAGE*****				
1 - Cause/Action to Take				
WORKS - MAINTENANCE				
1 - Correction/Action Taken				
PERFORMED WORKS FUEL SAVER PACKAGE	91299			20.70
CHANGED ENGINE OIL AND FILTER				
ROTATED TIRES				
INSPECTED FRONT AND REAR BRAKES				
PERFORMED MULTI POINT INSPECTION				
Part Number Failed Description				
1S7Z6731DA		FLTR ASY-OIL(SPIN-ON TYPE)	3.74	3.74
XO5W20QSP		ENGINE OIL	3.15	15.75
		<b>Sub Total Parts</b>		19.49
<b>Miscellaneous Charges and Deductions</b>				
HWaste Disposal - 7720				2.00
		<b>SubTotal Job # 1</b>		42.19
<b>2. Customer Concern</b>				
Tires Inflated to (PSI)				
LEFT FRONT 35 LEFT REAR 35				
RIGHT FRONT 35 RIGHT REAR 35				
1 - Cause/Action to Take				
TPCHECK - ..				
1 - Correction/Action Taken				
Tire Pressure check completed	91299			0.00
		<b>SubTotal Job # 2</b>		0.00
<b>3. Customer Concern</b>				
INSPECT TIRES AND TIRE TREAD DEPTHS				





(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131

BAR # 011208 - BAR # RC011208 - BAR # 246635

[Redacted] Los Angeles, CA [Redacted]		A/R Number:	Invoice Number
Phone (H): [Redacted] Phone (W): [Redacted]		Customer Number: [Redacted]	[Redacted]
Phone Oth: (310) [Redacted]		PO Number:	Printed: 06/16/2011 4:19 PM
Year/Make/Model: 2010 Ford Fusion Hybrid		Auth Number:	Copy # 1
VIN: 3FADP0L36AR [Redacted]		Service Writer: Steve Walker	Date Opened: 06/06/11
License Number:		Estimate Amount: \$	Date Notified: 06/16/11
Stock Number: 102383 Mileage In: 13374		Terms & Conditions:	Date Delivered:
Tag Number: 453 Mileage Out: 13844		Type of Sale: Retail	
		Customer Signature	

Description	Hrs or Qty	List	Ext. Total	Grand Total
<i>1 - Cause/Action to Take</i>				
GTIRE - MAINTENANCE				
<i>1 - Correction/Action Taken</i>				
INSPECTED TIRES AND TIRE TREAD DEPTH	91299			0.00
<i>2 - Cause/Action to Take</i>				
GTIRE - MAINTENANCE				
<i>2 - Correction/Action Taken</i>				
INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING				0.00
SubTotal Job # 3				0.00
<b>4. Customer Concern</b>				
PERFORM BATTERY TEST				
<i>1 - Cause/Action to Take</i>				
GBATT - MAINTENANCE				
<i>1 - Correction/Action Taken</i>				
PERFORMED BATTERY TEST	91299			0.00
<i>2 - Cause/Action to Take</i>				
GBATT - MAINTENANCE				
<i>2 - Correction/Action Taken</i>				
BATTERY PASSES LOAD TEST				0.00
SubTotal Job # 4				0.00
<b>5. Customer Concern</b>				
INSPECT BRAKES				
<i>1 - Cause/Action to Take</i>				
GBK - MAINTENANCE				
<i>1 - Correction/Action Taken</i>				
INSPECTED BRAKES	91299			0.00
<i>2 - Cause/Action to Take</i>				
GBK - MAINTENANCE				
<i>2 - Correction/Action Taken</i>				
INSPECTED BRAKES AND BRAKES HAVE 6mm OR ABOVE REMAINING				0.00



(818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131

GALPIN  
 LINCOLN Page  
 3

BAR # 011208 - BAR # RC011208 - BAR # 246635

Los Angeles, CA		A/R Number:	Invoice Number
Phone (W):		Customer Number:	Printed: 06/16/2011 4:19 PM
Phone Oth: (310)		PO Number:	Copy # 1
Year/Make/Model: 2010 Ford Fusion Hybrid		Auth Number:	Date Opened: 06/06/11
VIN: 3FADP0L36 AR		Service Writer: Steve Walker	Date Notified: 06/15/11
License Number:		Estimate Amount: \$	Date Delivered:
Stock Number: 102383		Terms & Conditions:	
Tag Number: 463		Type of Sale: Retail	
Mileage In: 13374		Customer Signature	
Mileage Out: 13844			

Description	Hrs or Qty	List	Ext Total	Grand Total	
SubTotal Job # 5				0.00	
<b>6. Customer Concern</b>					
RESET OIL CHANGE LIGHT					
1 - Cause/Action to Take					
RST - MAINTENANCE					
1 - Correction/Action Taken					
RESET OIL CHANGE LIGHT				91299	0.00
SubTotal Job # 6				0.00	
<b>7. Customer Concern</b>					
PERFORM MULTI POINT INSPECTION					
1 - Cause/Action to Take					
Q99P - LEFT FRONT PAD 8MM RIGHT FRONT PAD 8MM					
LEFT REAR PAD/SHOE 7MM RIGHT REAR PAD/SHOE 7MM					
1 - Correction/Action Taken					
PERFORMED MULTI POINT INSPECTION				91299	0.00
SubTotal Job # 7				0.00	
<b>8. Customer Concern</b>					
Customer States CHECK BRAKES AFTER DRIVING ABOUT 30-60 MINUTES					
BRAKES WILL START SQUEELING - PLEASE CHECK AND ADVISE					
1 - Cause/Action to Take					
C/C					
1 - Correction/Action Taken					
NO PROBLEM FOUND AT THIS TIME				90834	0.00
SubTotal Job # 8				0.00	







GALPIN MOTORS, INC.  
 B.A. GALPIN STUDIO RENTALS  
 15505 ROSCOE BL



NORTH HILLS CA 91363

RENTAL RECORD  
 NO. 818-787-7800

RENTAL RECORD NO. [REDACTED]

REGISTRATION CITY STATE ZIP CODE

VEHICLE LICENSE NO. STATE EXPI. DATE

DRIVER SOCIAL SECURITY NO. HOME PHONE

CALL CONTACT ADDRESS PHONE

PHONE

OVERNIGHT ADDRESS CITY STATE ZIP CODE

VEHICLE NO. LICENSE YEAR MAKE MODEL COLOR M3 MODEL BLACK COLOR

MILES IN MILES OUT MILES IN 13012

MILES OUT MILES OUT

MILES DRIVEN MILES DRIVEN

MILES ALLOWED MILES ALLOWED

CHARGE MILES CHARGE MILES

DATE AND TIME IN DATE AND TIME IN

DATE AND TIME OUT DATE AND TIME OUT 10-30-11 06:34P

RETURN LOCATION GALPIN FORD DATE DUE 10-30-11

PRINT "NONE"

TICKETS

LICENSE #

RENTAL RATES DO NOT INCLUDE FUEL		CHARGES
HOURS	@ \$5.40 / 200 PER HOUR	\$
DAYS	@ \$	\$
WEEKS	@ \$	\$
MONTHS	@ \$ 35	\$
MILES	@ \$ PER MILE	\$
TOTAL MILEAGE AND RENTAL CHARGES		\$
SALES TAX		\$
VEHICLE LICENSE FEE		\$
SUB TOTAL		\$
REFUELING GAS	GAL @ \$	\$
FUEL PURCHASE OPTION		\$
COMPREHENSIVE COLLISION DAMAGE WAIVER (CCDW)		\$
PERSONAL ACCIDENT COVERAGE (PAC)		\$
TOTAL CHARGES		\$
LESS DEPOSIT		\$
BALANCE DUE		\$
CASH REFUND	CUSTOMER INITIALS	\$

**FUEL PURCHASE OPTION**

By initialing, You accept or decline to purchase a full tank fuel from Licensee at the price specified here: \_\_\_\_\_ per gal.

DECLINES  ACCEPTS

**COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)**  
 (CCDW IS NOT INSURANCE)

RATES: \_\_\_\_\_ PER DAY \_\_\_\_\_ PER WEEK

By initialing, You accept or decline the optional Comprehensive / Collision Damage Waiver at the rate listed above. By declining the waiver, You accept responsibility for all loss or damage to the Vehicle as described in Paragraph 4. Before accepting the waiver, You may want to determine whether Your own auto insurance or credit card agreement covers all or part of such damage. Even if You accept the waiver, You will be responsible for loss or damage due to theft as described in Paragraph 4 or from any violation of Paragraph 5 (a - f) of this Agreement.

DECLINES  ACCEPTS

PAC: REFER TO PRODUCT BROCHURE OR POLICY FOR COVERAGE DETAILS

RATES: \_\_\_\_\_ PER DAY \_\_\_\_\_ PER WEEK

DECLINES  ACCEPTS

VEHICLE CONDITION OUT PLEASE REFER TO VEHICLE DAMAGE REPORT

IN PLEASE REFER TO VEHICLE DAMAGE REPORT

**24 HOUR ROADSIDE ASSISTANCE**  
 1-800-392-3673

**VEHICLES CANNOT LEAVE STATE OF CALIFORNIA WITHOUT WRITTEN CONSENT**

REMARKS:

PO# \_\_\_\_\_ JOB# \_\_\_\_\_

FUEL OUT IN FULL

\*\*\* ROADSIDE ASSISTANCE 818-886-7411 \*\*\*

CREDIT CARD IMPRINT  
 JESSB

OUT BY \_\_\_\_\_ IN BY \_\_\_\_\_

**NOTICE:** Please read the following carefully. FINAL TOTAL IS SUBJECT TO AUDIT

- When permitted by law, all insureds including Licensee, You and all Authorized Drivers reject Uninsured Motorists, Underinsured Motorist, No Fault or Supplemental No Fault insurance coverage.
- By signing this Agreement, You acknowledge that You have read both sides of this Agreement and agree to all of its Terms and Conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.
- Parking Tickets, are your responsibility. A \$35.00 Administrative Charge will be assessed for each unpaid violation and you also remain responsible for the ticket.

**THIS AGREEMENT SHALL NOT EXCEED A 30 DAY PERIOD.**

Customer Signature



GALPIN RAC FORD SERVIC  
15505 ROSCOE BOULEVARD  
NORTH HILLS, CA 91343

10/24/2011 18:42:56  
Merchant ID: 000000001007024  
Terminal ID: 01459391  
329056904991

CREDIT CARD  
VISA AUTH ONLY

CARD # [REDACTED]  
INVOICE 10371  
Batch #: 001023  
Approval Code: 084054  
Entry Method: Swiped  
Mode: Online  
PRE-AUTH AMOUNT \$100.00

CUSTOMER COPY

DATE 6/6	TIME	CUST PAY	WARRANTY	INTERNAL
ADDRESS				
ST		ZIP		
PHONE				
YEAR 10	MODEL Fusion	COLOR Silver		
VIN	MILEAGE 13374			
LICENSE NO	SELLING DEALER	MILEAGE		

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract.

A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise.

I have read and understand the information contained on the front and reverse side of this contract.

SIGNATURE: [Signature]

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

ORIGINAL ESTIMATE: \$ [Amount]

RESERVATION #

DATE RESV. MADE

SELLING DEALER

**NOTICE:**  
VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$25.00 PER DAY.

**NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.**

**REPAIR ORDER**

SEE REVERSE SIDE FOR TERMS & CONDITIONS. AND LIMITED WARRANTY.

**INSTRUCTIONS ON WORK TO BE DONE**

WORKS A/C  
reset oil life

Drove 2 first pressed gas went to 30mph - GAS engine not responsive window switch from 14hr to 15hr went up all surface up all - pull over safely care on mass center

After doing 30-60 minutes later braking squeal red hot

30mph crank 30mph

- 1 INSPECTION-9 POINT
- 2 LUBE, OIL & FILTER
- 3 STATE SMOG CERT
- 4 AIR FILTER
- 5 HOSES & BELTS
- 6 FUEL FILTER
- 7 ROTATE TIRES
- 8 BODY LUBE
- 9 WHEEL BEARINGS
- 10 U-JOINTS
- 11 SVC TRANS-AUTO
- 12 SVC TRANS-OTHER
- 13 ELECTRICAL TUNE-4
- 14 ELECTRICAL TUNE-6
- 15 ELECTRICAL TUNE-8
- 16 BATTERY SERVICE
- 17 SCOPE & ADJUST
- 18 SVC & INSPECT BRAKES
- 19 BALANCE
- 20 ALIGN
- 21 A/C SERVICE
- 22 SVC COOLING SYSTM.
- 23 VALVE ADJUST

**GALPIN LINCOLN MERCURY** 463

15500 Roscoe Blvd., Van Nuys, CA 91406 818-922-3674  
 15505 Roscoe Blvd., North Hills, CA 91343 818-893-9494

BAR #AC123481 • EPA #CAD982157691 • BAR #RC011208 • EPA #CAD 029453131

**SERVICE DEPT. Hours:**  
M-F: 7 a.m. to 7 p.m. Sat: 8 a.m. to 5 p.m.

**TO OUR CUSTOMERS**  
**GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB.** Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive.

We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

**PRIOR BODY DAMAGE**

SEE REVERSE SIDE FOR LIMITED WARRANTY.

G-300D 7/10





OPEN MON.-FRI. 7:00 AM TO 7:00 PM

SATURDAY 8:00 AM TO 5:00 PM

EPA # CAD 029453131

BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN Page 1

Los Angeles, CA Phone (W): Phone Oth: (310)		A/R Number: Customer Number: PO Number: Auth Number:	Invoice Number: Printed: 06/17/2011 10:36 AM Copy # 2 Date Opened: 06/06/11 Date Notified: 06/16/11 Date Delivered:
Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36AR License Number:		Service Writer: Steve Walker Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	
Stock Number: 102383 Tag Number: 463	Mileage In: 13374 Mileage Out: 13849	Customer Signature	

Description	Hrs or Qty	List	Ext Total	Grand Total
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1. Customer Concern

Customer states VEHICLE WAS TOWED IN\*\*\*\*\*C/S WAS DRIVING AND VEHICLE SEEMED TO ONLY STAY IN ELECTRICAL ENGINE MODE WOULDNT GO OVER 30MPH AND HAD NO POWER UPHILL - RECEIVED MESSAGE ON MESSAGE CENTER "TO PULL OVER SAFELY"

1 - Cause/Action to Take

ROAD TESTED 475 MILES BY SHOP FOREMAN, AND TECHNICIAN DURING ONE ROADTEST WITH SHOP FOREMAN VEHICLE LOST THROTTLE REPOSE. HOOKED UP TO IDS MONITOR, THROTTLE BODY SHOWED CLOSED WHEN IT WAS ACTUALLY HALF WAY OPEN.

1 - Correction/Action Taken

REPLACED THROTTLE BODY PER SHOP FOREMAN.

91234

0.00

Part Number	Failed	Description
9L8Z9E926A		THROTTLE BODY AND MOTOR ASY

1

Sub Total Parts  
SubTotal Job # 1

Warranty  
Warranty

2. Customer Concern

Customer States VEHICLE HAS BEEN GETTING POOR MPG AROUND 30MPG

1 - Cause/Action to Take

CHECKED ANY CODES IN SYSTEM, NONE FOUND.

1 - Correction/Action Taken

NO PROBLEM FOUND.

SubTotal Job # 2

0.00  
Warranty

3. Customer Concern

Tires Inflated to (PSI)

LEFT FRONT 35 LEFT REAR 35  
RIGHT FRONT 35 RIGHT REAR 35

1 - Cause/Action to Take

TPCHECK - ..

1 - Correction/Action Taken

Tire Pressure check completed

0.00



(619) 778-2172 - FAX (619) 778-2171  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131

GALPIN  
 LINCOLN Page 2

BAR # 011208 - BAR # RC011208 - BAR # 246635

Los Angeles, CA Phone (W): Phone Oth: (310)	A/R Number: Customer Number: [REDACTED] PO Number: Auth Number:	Invoice Number: [REDACTED]
	Service Writer: Steve Walker Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Printed: 06/17/2011 10:36 AM Copy # 2 Date Opened: 06/06/11 Date Notified: 06/16/11 Date Delivered:
Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36AR [REDACTED] License Number: Lock Number: 102383 Mileage In: 13374 Tag Number: 463 Mileage Out: 13849	Customer Signature	

Description	Hrs or Qty	List	Ext Total	Grand Total
-------------	------------	------	-----------	-------------

SubTotal Job # 3

Warranty

**Customer Concern**

Customer States DRIVERS SUN VISOR VIBRATES WHILE DRIVING

1 - Cause/Action to Take

LOOSE SUNVISOR ASSEMBLY

1 - Correction/Action Taken

REPLACED LEFT SUNVISOR ASSEMBLY.

91234

0.00

Part Number	Failed	Description
9E5Z5404105DA		VISOR ASY SUN

1

Sub Total Parts

Warranty

SubTotal Job # 4

Warranty

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00

SERVICE DEPARTMENT HOURS:  
 MONDAY - FRIDAY: 7:00 A.M. TO 7:00 P.M.  
 SATURDAY: 8:00 A.M. - 5:00 P.M.  
 RESERVATIONS 818-778-2172

"I acknowledge notice and oral approval of an increase in the original estimated price."  
 Signature or initials

SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

Notice to Consumer. Please read important information on back.

**AMOUNT DUE 0.00**



Ceasar,

2/10/10

Cross Country Automotive Services  
Dispatch Information  
SERVICE PROVIDER HOTLINE: 1-800-541-2262

---[Dispatch Information]-----

Service Provider Name: ALL CITY TOW SERVICE      CCAS PO#: 586524985  
Service Provider ID: 20723      Service Type: Tow  
Dispatch Date: 09/12/10 - 06:57 PM PDT      Equipment: Light Duty Wheel Lift  
ETA: 60 minute(s)  
Scheduled Date Time: 09/12/10 - 07:57 PM PDT  
Customer Name: [REDACTED]      Call-back number: [REDACTED]

---[Coverage Information]-----

Service: Tow

Customer covered on this service to the Designated Tow Destination. Your service is only eligible to be paid by CCAS if the customer vehicle arrives at the Designated Tow Destination specified on this dispatch summary or we provide approval for a change to the tow destination before service is rendered.

---[Location Information]-----

--Disabling Location--  
9724 BLANTYRE DRIVE  
LOS ANGELES, CA 90210  
Location Type:  
Residence/work-Driveway  
POI:  
Cross Street: KIRKLAND  
DRIVE

--Tow Destination--  
GALPIN FORD  
15505 ROSCOE BLVD  
NORTH HILLS, CA 91343  
POI:  
Cross Street:  
Phone: NaN, (818)787-3800  
Night Drop-off: N  
Comments:

Driver with Vehicle: Y  
Comments: GREY

---[Product Information]-----

Product: Tow      Call Reason: Inoper  
Reason for Disabling?: Mechanical Problem      What is the problem

---[Vehicle Information]-----

Year: 2010      VIN: 3FADP0L3 [REDACTED]  
Make: Ford      Fuel Type: Gasoline  
Model: Fusion      License Plate #:  
Type/Class: Mid-size Car      State of Issuance:  
Color:  
Comments:

---[Service Provider Comments]-----

3108588689

---[Legal Disclaimer]-----

The customer information contained in this dispatch is confidential and subject to contractual and statutory restrictions regarding use. You agree to keep all customer information confidential and use solely to provide the services set forth in this dispatch. By your acceptance of this dispatch, you accept the terms and conditions of service located at [www.Argosi.net](http://www.Argosi.net).











ALPIN MOTORS, INC.  
B/A. GALPIN STUDIO RENTALS

15505 ROSCOE BL

NORTH HILLS CA 91363

818-787-8000

RENTAL RECORD

F0198692

Out-170

STOLEN MARK (Y/N) [REDACTED]

EMPLOYEE NO. [REDACTED] DATE [REDACTED] ZIP CODE [REDACTED]

EMPLOYEE NAME [REDACTED] CITY [REDACTED] STATE [REDACTED] ZIP CODE [REDACTED]

EMPLOYEE ADDRESS [REDACTED] ADDRESS [REDACTED] PHONE [REDACTED]

EMPLOYEE PHONE [REDACTED]

EMPLOYEE SOCIAL SECURITY NO. [REDACTED]

EMPLOYEE DATE OF BIRTH [REDACTED]

EMPLOYEE AGE [REDACTED]

VEHICLE NO. [REDACTED] LICENSE [REDACTED] YEAR [REDACTED] VEHICLE # [REDACTED] LICENSE [REDACTED] YEAR [REDACTED]

MODEL [REDACTED] COLOR [REDACTED] MODEL [REDACTED] COLOR [REDACTED]

MILES IN [REDACTED] MILES IN [REDACTED]

MILES OUT [REDACTED] MILES OUT [REDACTED]

MILES DRIVEN [REDACTED] MILES DRIVEN [REDACTED]

MILES ALLOWED [REDACTED] MILES ALLOWED [REDACTED]

CHARGE MILES [REDACTED] CHARGE MILES [REDACTED]

DATE AND TIME IN [REDACTED] DATE AND TIME IN [REDACTED]

DATE AND TIME OUT [REDACTED] DATE AND TIME OUT [REDACTED]

RETURN LOCATION GALPIN FORD DATE DUE 10-23-10

FUEL PURCHASE OPTION

By initialing, You accept or decline to purchase a full tank fuel from Licensee at the price specified here: \_\_\_\_\_, per gallon.

DECLINES [REDACTED] ACCEPTS [REDACTED]

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW) (CCDW IS NOT INSURANCE)

ACCEPTS [REDACTED] DECLINES [REDACTED]

RATES: \_\_\_\_\_ PER DAY \_\_\_\_\_ PER WEEK

RENTAL RATES DO NOT INCLUDE FUEL		CHARGES
HOURS	\$ 15.00 PER HOUR	\$
DAYS	\$ 25.40 / 200	\$
WEEKS	\$	\$
MONTHS	\$	\$
MILES	\$ 35 PER MILE	\$
TOTAL MILEAGE AND RENTAL CHARGES		\$
SALES TAX		\$
VEHICLE LICENSE		\$
SUB TOTAL		\$
RETURNING GAS		\$
FUEL PURCHASE OPTION		\$
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)		\$
PERSONAL ACCIDENT COVERAGE (PAC)		\$
TOTAL CHARGES		\$
LESS DEPOSIT		\$
BALANCE DUE		\$
CASH REFUND	CUSTOMER INITIALS	\$

By initialing, You accept or decline the optional Comprehensive / Collision Damage Waiver at the rate listed above. By declining the waiver, You accept responsibility for all loss or damage to the Vehicle as described in Paragraph 4. Before accepting the waiver, You may want to determine whether Your own auto insurance or credit card agreement covers all or part of such damage. Even if You accept the waiver, You will be responsible for loss or damage due to theft as described in Paragraph 4 or from any violation of Paragraph 5 (a - f) of this Agreement.

PLEASE REFER TO PRODUCT BROCHURE OR POLICY FOR COVERAGE DETAILS

PLEASE REFER TO VEHICLE DAMAGE REPORT

PLEASE REFER TO VEHICLE DAMAGE REPORT

24 HOUR ROADSIDE ASSISTANCE  
1-800-392-3673

VEHICLES CANNOT LEAVE STATE OF CALIFORNIA WITHOUT WRITTEN CONSENT

REMARKS:

PO# [REDACTED] JOB# [REDACTED]

FUEL [REDACTED] FULL

\*\*\* ROADSIDE ASSISTANCE 818-896-7411 \*\*\*

CREDIT CARD IMPRINT  
JESSB

NOTICE: Please read the following carefully. FINAL TOTAL IS SUBJECT TO AUDIT.

- Where permitted by law, all insureds including Licensee, You and all Authorized Drivers reject Uninsured Motorists, Underinsured Motorist, No Fault or Supplemental No Fault insurance coverage.
- By signing this Agreement, You acknowledge that You have read both sides of this Agreement and agree to all of its Terms and Conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.
- Parking Tickets, are your responsibility. A \$35.00 Administrative Charge assessed for each unpaid violation and you also remain responsible for the ticket.

CUSTOMER INITIALS [REDACTED]





15505 Roscoe Blvd., North Hills, CA 91343  
(818) 778-2172 - Fax (818) 778-2164  
OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
SATURDAY 8:00 AM TO 5:00 PM  
EPA # CAD 029453131



BAR # 011208 - BAR # RC011208 - BAR # 246635

Los Angeles, CA Phone (W): Phone Oth: (310)		A/R Number Customer Number: PO Number: Auth Number: Service Writer: Steve Walker Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail Customer Signature	Invoice Number: Printed: 11/17/2011 1:13 PM Copy # 1 Date Opened: OCT 24 11 Date Notified: NOV 18 11 Date Delivered:
Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36AR License Number: Stock Number: 102383 Tag Number: 415		Mileage In: 16606 Mileage Out: 16791	

Description	Hrs or Qty	List	Ext Total	Grand Total
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**1. Customer Concern**

Customer States VEHICLE TOWED IN - STARTED UP VEHICLE THIS MORNING AND BEGAN TO DRIVE AFTER A FEW MINUTES SAW MESSAGE ON MESSAGE CENTER "TO PULL OVER SAFELY" - CUST ATTEMPTED TO RETURN HOME AND AS WAS DRIVING UPHILL THE VEHICLE HAD NO ACCELERATION CUST HAD GAS PEDAL ALL THE WAY TO THE FLOOR (LIKE VEHICLE RAN OUT OF POWER), HOWEVER, THE AC STILL WORKED AND THE DASHBOARD LIGHTS STAYED ON - CUST FINALLY PULLED OVER AFTER VEHICLE WOULD NOT MOVE AND TURNED OFF AND CALLED FOR TOW SERVICE\*\*\*\*\*SEE ATTACHED RO'S 580313, 547548, 538802

*1 - Cause/Action to Take*

TEST DRIVEN BY PAUL M. 185 MILES - UNABLE TO DUPLICATE CONCERN, SEE HOTLINE CONTACT # 104932339 - FILLED GAS TANK FOR CUSTOMER SATISFACTION. VERIFIED TSB # 11-7-31 HAS BEEN PERFORMED.

*1 - Correction/Action Taken*

PERFORM SELF TEST - CODES -POAFA: 16-28 - POA7C:00-28 - P1A0C:00-28 - CONTACT FORD HOTLINE - CONTACT # 104932339 - PERFORMED VISUAL INSPECTION FOUND M/E COOLANT SYSTEM LOW ADDED COOLANT AND PURGED AIR FROM SYSTEM - PERFORMED ROAD TEST TO VERIFY M/E COOLING SYSTEM PUMP OPERATION - NORMAL - HOTLINE REQUEST TO PERFORM ROAD TEST AND MONITOR MECT AND AMBIENT TEMP PIDS - SPECS 20-30 DEGREES - ACTUAL READING 18-24 DEGREES OF AMBIENT TEMP - NO PROBLEM FOUND - HOTLINE RESPONSE - NO FURTHER DIAG UNTIL CONCERN DUPLICATED - TOTAL MILES DRIVEN 185 MILES - FILLED CUSTOMER GAS TANK FOR CUSTOMER SATISFACTION. REPROGRAMED BECM MODULE - OLD CALIBRATION AE58-10B687-AC - NEW CALIBRATION # AE58-10B687-AD

91234

0.00

SubTotal Job # 1

Warranty





15505 Roscoe Blvd., North Hills, CA 91343  
 (818) 778-2172 - Fax (818) 778-2164  
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM  
 SATURDAY 8:00 AM TO 5:00 PM  
 EPA # CAD 029453131



BAR # 011208 - BAR # RC011208 - BAR # 246635

[Redacted]  
 Los Angeles, CA [Redacted]

Phone (W): [Redacted]  
 Phone Oth: (310) [Redacted]  
 Year/Make/Model: 2010 Ford Fusion Hybrid  
 VIN: 3FADP0L36 AR [Redacted]  
 License Number: [Redacted]  
 Stock Number: 102363 Mileage In: 16606  
 Tag Number: 415 Mileage Out: 16791

A/R Number: [Redacted]  
 Customer Number: [Redacted]  
 PO Number: [Redacted]  
 Auth Number: [Redacted]  
 Service Writer: Steve Walker  
 Estimate Amount: \$ [Redacted]  
 Terms & Conditions: [Redacted]  
 Type of Sale: Retail  
 Customer Signature: [Redacted]

Invoice Number: [Redacted]  
 Printed: 11/17/2011 1:13 PM  
 Copy # 1  
 Date Opened: OCT 24 11  
 Date Notified: NOV 16 11  
 Date Delivered: [Redacted]

Description	Hrs or Qty	List	Ext Total	Grand Total
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**2. Customer Concern**

Tires Inflated to (PSI)  
 LEFT FRONT 33 LEFT REAR 33  
 RIGHT FRONT 33 RIGHT REAR 33  
 1 - Cause/Action to Take  
 TPCHECK - ...  
 1 - Correction/Action Taken  
 Tire Pressure check completed

SubTotal Job # 2 0.00  
0.00

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

SERVICE DEPARTMENT HOURS:  
 MONDAY - FRIDAY 7:00 A.M. TO 7:00 P.M.  
 SATURDAY: 8:00 A.M. - 5:00 P.M.  
 RESERVATIONS: 818-778-2172  
 SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

"I acknowledge notice and oral approval of an increase in the original estimated price."  
 Signature or Initials \_\_\_\_\_  
 Notice to Consumer: Please read important information on back.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
<b>AMOUNT DUE</b>	<b>0.00</b>

Kevin Barthel

From: [REDACTED]  
Sent: Tuesday, January 03, 2012 11:37 AM  
To: Kevin Barthel  
Subject: [REDACTED], 2010 Fusion, 3FADPOL36AR [REDACTED]

Good Afternoon Kevin,

This customer has hired an attorney and seeks Ford to repurchase their vehicle. Please provide a copy of all repair orders (internal and warranty) and a days out of service count for each repair order. Thank you.

Wannetta Perkins-Hill  
Research Analyst  
Office of the General Counsel

**\*PRIVILEGED & CONFIDENTIAL\***

This note contains privileged communications. If you received it in error, please delete it and notify the sender.

	<u>In</u>	<u>miles</u>	<u>Out</u>	<u>Total Days</u>
28381	6/2/10	3007	6/2/10	0
38602	8/13/10	6411	8/20/10	7
12638	9/13/10	7466	9/23/10	10
7458	10/18/10	8398	10/28/10	10
2313	6/6/10	13374	6/16/10	10
11127	10/28/11	16606	11/16/11	23
				<del>60</del>

'3/2012



**Galpin Motors Inc**  
 15505 Roscoe Blvd  
 North Hills CA 91343  
 (818) 787-3800

# Accounting Invoice

[Redacted]  
 Los Angeles, CA  
 Phone (H): [Redacted]  
 Phone (W): [Redacted]  
 Cell Phone: [Redacted]

A/R Number:	[Redacted]	Invoice Number:	[Redacted]
Customer Number:	[Redacted]	Printed:	06/02/2010 1:12 PM
PO Number:	[Redacted]	Copy #	1
Auth Number:	[Redacted]	Date Opened:	06/02/10
Service Writer:	91497	Date Notified:	06/02/10
Estimate Amount:	\$	Date Delivered:	
Terms & Conditions:			
Type of Sale:	Retail		

Year/Make/Model: 2010 Ford Fusion Hybrid  
 VIN: 3FADP0L36A [Redacted]  
 License Number:  
 Stock Number: 102383 Mileage In: 3007  
 Tag Number: 163 Mileage Out: 3007

*Customer  
 Signature*

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
<b>1. Customer statement of problem</b> <span style="float: right;">Date Job Added: 06/02/10 9:29 AM</span>					
W/ - Customer States TEMPERATURE DISPLAY USED TO BE GREEN IN THE MORNING AND NOW IT'S BLUE					
1 - Cause / Action to Take					
cc					
1 - Correction / Action Taken					
Verified normal operation against new vehicle from inventory. Normal operation.					
<b>SubTotal Job # 1</b>					<b>0.00</b>
<hr/>					
<b>2. Customer statement of problem</b> <span style="float: right;">Date Job Added: 06/02/10 9:29 AM</span>					
W/ - Customer States VEHICLE NO LONGER DISPLAYS BATTERY REGENERATION WHILE BRAKING.					
1 - Cause / Action to Take					
cc					
1 - Correction / Action Taken					
No problems found. Normal operation.					
<b>SubTotal Job # 2</b>					<b>0.00</b>

**Payment Notes**

Internal		Service Contract		Warranty		Customer Pay		
Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail
0.00	Labor	0.00	0.00	Labor	0.00	0.00	Labor	0.00
0.00	Parts	0.00	0.00	Parts	0.00	0.00	Parts	0.00
0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00
	Freight	0.00		Freight	0.00		Freight	0.00
	Car Rental	0.00		Car Rental	0.00		Car Rental	0.00
	Spec Tax	0.00		Deductible	0.00		Car Rental	0.00
	HazMat	0.00		Spec Tax	0.00		Deductible	0.00
	Tax	0.00		Haz Mat	0.00		Spec Tax	0.00
	Co-pay	0.00		Tax	0.00		Haz Mat	0.00
	Charge \$	0.00		Charge \$	0.00		Sls Tax	0.00
	Misc	0.00		Misc	0.00		Misc	0.00
	Balance	0.00		Balance	0.00		Am't Due	0.00

Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

# WORK ORDER

RO NUMBER: [REDACTED]

Tag Number: 163

BAR #AC011209 RC011208 AC011208 AC246635

Page Number: 1  
Franchise Code:  
Today's Date: JUN 2  
Time Printed: 9:29 A  
Copy #: 1

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract.

A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. All oil sold in quarts. All antifreeze sold in gallons. All freon sold in ounces.

I have read and understand the information contained on the front and reverse side of this document and have received a copy

**NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY.**

**TEARDOWN ESTIMATE:** I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

CUSTOMER SIGNATURE X	Time Received 9:28 AM	Cust = [REDACTED] Veh = 8 [REDACTED]	Service Writer Date In Nicholas Wheeler JUN 2 10	Completion Date
Service Contract Number	Name	Expires: Deduct: 0.00	Miles In 3,007	Miles Out
			TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD	
			PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD	

### CUSTOMER INFORMATION

### VEHICLE INFORMATION

Original Estimate: \$ 1.00

Authorized By:

Revised Estimate 1: Person Contacted:

Date: Via: Phone: Contacted By:

Time: In Person

Revised Estimate 2: Person Contacted:

Date: Via: Phone: Contacted By:

Time: In Person

P1: P2:

Los Angeles, CA [REDACTED]  
Spouse  
Phone (H) [REDACTED] Phone (C) [REDACTED]  
Phone (W) [REDACTED]  
Phone (C) (310)  
Comments  
KEVIN WORK - 818.597.6579 | CELL - 310.650.8570

Year 2010 License Number  
Stock # 102383  
Make Ford In Service Date  
Model Fusion Hybrid Source  
Color Silver Engine  
VIN 3FADP0L36AR [REDACTED] SL Dat DEC 11 09

Time Promised

## LABOR INSTRUCTIONS

# WAITING

1 OPERATION CODE TECH # W / Customer States TEMPERATURE DISPLAY USED TO BE GREEN IN THE MORNING AND NOW IT'S BLUE

FAILURE CODE

NPF

CAUSE :

CORRECTION :

TIME



**Galpin Motors Inc**  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

# WORK ORDER

## RO NUMBER: 528381

Page Number: 2  
Franchise Code:  
Today's Date: JUN 2  
Time Printed: 9 29 AM  
Copy # 1

Tag Number: 163  
BAR #AC011209 RC011208 AC011208 AC246635

### CUSTOMER INFORMATION

### VEHICLE INFORMATION

Original Estimate: \$ 1.00

[Redacted]  
Los Angeles, CA [Redacted]  
Spouse  
Phone (H) [Redacted] Phone (C) [Redacted]  
Phone (W) [Redacted]  
Phone (O) (310) [Redacted]  
Comments  
KEVIN WORK - 818.597.6579 | CELL - 310.650.8570

Year 2010 License Number  
Make Ford Stock # 102383  
Model Fusion Hybrid In Service Date  
Color Silver Source  
Engine  
VIN 3FADP0L36AR [Redacted] SL Date DEC 11 09

Authorized By:  
Revised Estimate 1: Person Contacted:  
\$  
Date: Via:  Phone: Contacted By:  
Time:  In Person  
Revised Estimate 2: Person Contacted:  
\$  
Date: Via:  Phone: Contacted By:  
Time:  In Person  
P1: P2:

Time Promised

### LABOR INSTRUCTIONS

# WAITING

2	OPERATION CODE	TECH #
FAILURE CODE		

W / Customer States VEHICLE NO LONGER DISPLAYS BETTERY REGENERATION WHILE BRAKING.

CAUSE :

CORRECTION :

TIME

*NPF*  
**WAITER**

**Galpin Motors Inc**  
 15505 Roscoe Blvd  
 North Hills CA 91343  
 (818) 787-3800

# Accounting Invoice

Los Angeles, CA  
 Phone (H):  
 Phone (W):  
 Cell Phone:  
 Email:  
 Year/Make/Model: 2010 Ford Fusion Hybrid  
 VIN: 3FADP0L36 AR  
 License Number:  
 Stock Number: 102383 Mileage In: 6411  
 Tag Number: 735 Mileage Out: 8415

A/R Number:  
 Customer Number:  
 PO Number:  
 Auth Number:  
 Service Writer: 90471  
 Estimate Amount: \$  
 Terms & Conditions:  
 Type of Sale: Retail

Invoice Number:  
 Printed: 08/20/2010 5:00 PM  
 Copy # 1  
 Date Opened: 08/13/10  
 Date Notified: 08/20/10  
 Date Delivered:

*Customer Signature*

DESCRIPTION						COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL	
Acct	Acct Description	Proposed Amount	Cost Amount	Accounting Processed	Proposed Adjustment	Control		Control Description			
57200	Sls-Srv Lbr W&P Clms	-224.66	70.40	0.00	-224.66	538802					
67200	Cst-Srv Lbr W&P Clms...	70.40	0.00	0.00	70.40	538802					
14400	Inv-Labor In Process	-70.40	0.00	0.00	-70.40	538802					
54500	Sls-Prt Repair W&P Clms	-102.68	73.34	0.00	-102.68	538802					
64500	Cst-Prt W&P Clms-Svc...	73.34	0.00	0.00	73.34	538802					
14000	Inv-Parts Retail	-73.34	0.00	0.00	-73.34	538802					
	Internal		Service Contract		Warranty			Customer Pay			
Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail
0.00	Labor	0.00	0.00	Labor	0.00	70.40	Labor	224.66	0.00	Labor	0.00
0.00	Parts	0.00	0.00	Parts	0.00	73.34	Parts	102.66	0.00	Parts	0.00
0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00
	Freight	0.00		Freight	0.00		Freight	0.00		Freight	0.00
	Car Rental	0.00		Car Rental	0.00		Car Rental	0.00		Car Rental	0.00
	Spec Tax	0.00		Deductible	0.00		Deductible	0.00		Car Rental	0.00
	HazMat	0.00		Spec Tax	0.00		Spec Tax	0.00		Deductible	0.00
	Tax	0.00		Haz Mat	0.00		Haz Mat	0.00		Spec Tax	0.00
	Co-pay	0.00		Tax	0.00		SlsTax	0.00		Haz Mat	0.00
	Charge \$	0.00		Charge \$	0.00		Charge \$	0.00		Sls Tax	0.00
	Misc	0.00		Misc	0.00		Misc	0.00		Misc	0.00
	Balance	0.00		Balance	0.00		Balance	327.34		Amt Due	0.00



**Galpin Motors Inc**  
 15605 Roscoe Blvd  
 North Hills CA 91343  
 (818) 787-3800

# Accounting Invoice

Los Angeles, CA  
 Email  
 Year/Make/Model: 2010 Ford Fusion Hybrid  
 VIN: 3FADP0L36AR  
 License Number:  
 Stock Number: 102383 Mileage In: 6411  
 Tag Number: 735 Mileage Out: 6415

AVR Number:  
 Customer Number:  
 PO Number:  
 Auth Number:  
 Service Writer: 90471  
 Estimate Amount: \$  
 Terms & Conditions:  
 Type of Sale: Retail

Invoice Number:  
 Printed: 08/20/2010 5:00 PM  
 Copy # 1  
 Date Opened: 08/13/10  
 Date Notified: 08/20/10  
 Date Delivered:

Customer Signature

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
-------------	------	------------	---------------	-----------	-------------

**1. Customer statement of problem** Date Job Added: 08/13/10 1:02 PM  
 W/ - Customer States WHILE DRIVING WRENCH LIGHT WILL COME ON  
 1 - Cause / Action to Take  
 CC  
 1 - Correction / Action Taken  
 P0A7C MOTOR ELECTRICAL OUTER TEMP - BODY CHASIS 224.66  
 ELECTRICAL DIAGNOSIS RETRIEVED DTC P0A7C, B, G, E, PINPOINT  
 TEST COOLING FAN DIAGNOSIS, OKAY, PRESSURE TEST COOLING  
 SYSTEM NO LEAKS DETECTED REMOVED AND REPLACED WATER PUMP  
 ASSEMBLY RETESTED SYSTEM PASSED

Warranty ID	Tech	Top Act Hr	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
1459	9003 Mel Summers	1 2.20	70.40	2.20	102.12	224.66	

2 - Correction / Action Taken 0.00

3 - Correction / Action Taken 0.00

4 - Correction / Action Taken 0.00

5 - Correction / Action Taken 0.00

Top	Part Number	Failed	Description	COST	QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
0	9E5Z8C419A	W	PUMP ASY	73.34	1	102.68	102.68	102.68

Sub Total Parts 73.34  
 SubTotal Job # 1 327.34

Top	Ford Op Code	CDC	Con/Defect	AC 1	AC 2	RDI	ONP	FLH	OLI
1	12651D							0.20	0.00
2	12651D45							0.30	0.00
3	8621B							0.30	0.00
4	8005D							0.40	0.00
5	8501A							1.00	0.00

Payment Notes



DATE <b>8/13</b>	TIME	CUST PAY	WARRANTY	INTERNAL
NAME				
ADDRESS				
CITY		ST	ZIP	
HOME PHONE		BUSINESS PHONE		
YEAR	MODEL	COLOR		
VIN	[REDACTED]			
LICENSE NO	SELLING DEALER	MILEAGE		
		<b>64117</b>		

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract.

A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. I have read and understand the information contained on the front and reverse side of this document and have received a copy.

PARTS: SIGN X \_\_\_\_\_ SAVE SCRAP

\$ **ORIGINAL ESTIMATE** ESTIMATE DOES NOT INCLUDE SALES TAX

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

RESERVATION #

DATE RESV MADE

SELLING DEALER

**NOTICE:**  
VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY.  
**NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.**

**REPAIR ORDER**

SEE REVERSE SIDE FOR TERMS & CONDITIONS, AND LIMITED WARRANTY.

**INSTRUCTIONS ON WORK TO BE DONE**

*Cost Wrench Light cones on check driving*

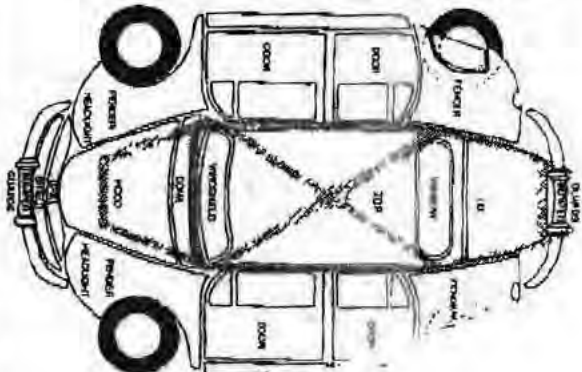
- 1 INSPECTION-9 POINT
- 2 LUBE, OIL & FILTER
- 3 STATE SMOG CERT.
- 4 AIR FILTER
- 5 HOSES & BELTS
- 6 FUEL FILTER
- 7 ROTATE TIRES
- 8 BODY LUBE
- 9 WHEEL BEARINGS
- 10 U-JOINTS
- 11 SVC TRANS-AUTO
- 12 SVC TRANS-OTHER
- 13 ELECTRICAL TUNE-4
- 14 ELECTRICAL TUNE-6
- 15 ELECTRICAL TUNE-8
- 16 BATTERY SERVICE
- 17 GOOPE & ADJUST
- 18 SVC & INSPECT BRAKES
- 19 BALANCE
- 20 ALIGN
- 21 A/C SERVICE
- 22 SVC COOLING SYSTM.
- 23 VALVE ADJUST

**GALPIN LINCOLN MERCURY** **735** **GALPIN Ford**  
 15500 Roscoe Blvd., Van Nuys, CA 91406 15605 Roscoe Blvd., North Hills, CA 91343  
 818-922-3674 818-893-3494  
 BAR #AC122481 - EPA #QAD 98267791 BAR #RC011208 - EPA #QAD 029453131

**SERVICE DEPT. Hours:**  
 M-F: 7 a.m. to 7 p.m. Sat: 8 a.m. to 5 p.m.

**TO OUR CUSTOMERS**  
**GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB.** Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

**PRIOR BODY DAMAGE**



SEE REVERSE SIDE FOR LIMITED WARRANTY



Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

# WORK ORDER

## RO NUMBER: 538802

Page Number: 1  
Franchise Code:  
Today's Date: AUG 13  
Time Printed: 1:02 PM  
Copy #: 1

**FAB**  
**Brought over by ↑**

Tag Number: 735  
BAR #AC011209 RC011208 AC011208 AC246635

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract. A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. All oil sold in quarts. All antifreeze sold in gallons. All freon sold in ounces. I have read and understand the information contained on the front and reverse side of this document and have received a copy

NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

CUSTOMER SIGNATURE X	Time Received 1:01 PM	Cust # [REDACTED] Veh = 851972	Service Writer Steve Walker	Completion Date AUG 13 10
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Service Contract	Name Number	Expires: Deduct: 0.00	Miles In 5,411 Miles Out 6415 MI.	TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD
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CUSTOMER INFORMATION		VEHICLE INFORMATION		Original Estimate: \$0.00
[REDACTED]	Year 2010	License Number	Authorized By:	
Los Angeles, CA	Make Ford	Stock # 102383	Revised Estimate 1: Person Contacted:	\$
Spouse	Model Fusion Hybrid	In Service Date	Date: Vis: <input type="checkbox"/> Phone: Contacted By:	
Phone (H) [REDACTED] Phone (C) [REDACTED]	Color Silver	Engine	Time: <input type="checkbox"/> In Person	
Phone (M) [REDACTED]	VIN 3FADP0L36AR [REDACTED]	Suspension Brandon, Kenneth	Revised Estimate 2: Person Contacted:	\$
Phone (O) (310) [REDACTED]	SL Dist DEC 11 09		Date: Via: <input type="checkbox"/> Phone Contacted By:	
Comments (310) 858-8689			Time: <input type="checkbox"/> In Person	
			P1: P2:	

### LABOR INSTRUCTIONS

Time Promised *Small*

OPERATION CODE 1 TECH # 99037 W / Customer States WHILE DRIVING WRENCH LIGHT WILL COME ON

FAILURE CODE (POA7C) MOTOR ELECTRONIC OUTER TIRE WD,

CAUSE: BODY, CHASSIS, CROOKNECK ALIGNMENT, RETIRED STE POA7C, B, C, E  
 PULLOUT TEST, LOWER LAM ALIGNMENT - O.K. PRESSURE TEST COOLING  
 SYSTEM, NO LEAKS, REMOVED AND REPLACED WATER PUMP ASSY,  
 REAR SYSTEM, SYSTEM ASSES.

CORRECTION: (CRUISE PARTS 8005A) 126510 (0.2)  
 126510A5 (0.3)  
 8621B (0.3)  
 8005A (0.4)  
 8501A (1.0)

TIM	STRAIGHT TIME (HOURS)	C.P.	WARR.	R/O NO. 538802	HAT #	OFF
				S.S.# 1959	735	AUG 20 15.2
				EMP. NO. [REDACTED]		AUG 20 13.1

Warranty 8/20/12  
 Date: 8/20/12  
 Base:  
 Base: 8/20/12  
 Signed Saul Lopez



**Galpin Motors Inc**  
 15505 Roscoe Blvd  
 North Hills CA 91343  
 (818) 787-3800

# Accounting Invoice

Los Angeles, CA Phone (H): Phone (W): Cell Phone: Email:	A/R Number:	Invoice Number:
	Customer Number:	
	PO Number:	
	Auth Number:	Printed: 09/27/2010 8:16 AM
	Service Writer: 90471	Copy #: 3
Estimate Amount: \$	Terms & Conditions:	Date Opened: 09/13/10
Year/Make/Model: 2010 Ford Fusion Hybrid	Type of Sale: Retail	Date Notified: 09/23/10
VIN: 3FADP0L36AR	Date Delivered:	
License Number:	<b>Customer Signature</b>	
Stock Number: 102363 Mileage In: 7466		
Tag Number: 256 Mileage Out: 7668		

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT. TOTAL	GRAND TOTAL
-------------	------	------------	---------------	------------	-------------

**1. Customer statement of problem** Date Job Added: 09/13/10 7:14 AM  
 1/ VEHICLE WAS TOWED IN\*\*\*\*\*C/S WAS DRIVING WRENCH LIGHT  
 CAME BACK ONE SINCE PICKED UP (9/3/11) AND STATES OVER WEEKEND  
 WAS DRIVING AND RED TRIANGLE LIGHT CAME ON - LOCKED IN OWNERS  
 GUIDE AND THAT ICON INDICATED TO PULL OVER - SEE ATTACHED RO  
 538802

1 - Cause / Action to Take

CC

1 - Correction / Action Taken

PERFORMED SYSTEM DIAGNOSIS RETRIEVED CODE P0A7C OVERHEAT  
 CODE MECP PUMP CIRCUIT TESTED - CONTACTED HOTLINE CHECKED  
 ALL CONNECTIONS AND BLED COOLING SYSTEM - ROADTESTED  
 VEHICLE ON 2 EXTENDED ROADTESTS AND WAS NOT ABLE TO  
 REPLICATE CONCERN

*M50*

0.00

Warranty ID	Tech	lop	Act Hr					
1196	9052 Scott Marks	1	0.00	0.00	0.00	?	0.00	
	5							

lop	Part Number	Failed	Description					
1	VC10A2		ANTI FREEZE	16.20	1	22.68	22.68	

**Sub Total Parts 16.20** **22.68**  
**SubTotal Job # 1 22.68**

Payment Notes

Acct	Acct Description	Proposed Amount	Cost Amount	Accounting Processed	Proposed Adjustment	Control	Control Description
77500	Srv-Policy Adjustment	22.68	0.00	22.68	0.00	90471	
54700	Sls-Prt Intrnl Repair Shop	-22.68	16.20	-22.68	0.00	542638	
64700	Cst-Prt Intrnl Svc Form000	16.20	0.00	16.20	0.00	542638	
14000	Inv-Parts Retail	-16.20	0.00	-16.20	0.00	542638	

Internal			Service Contract			Warranty			Customer Pay		
Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail
0.00	Labor	0.00	0.00	Labor	0.00	0.00	Labor	0.00	0.00	Labor	0.00
16.20	Parts	22.68	0.00	Parts	0.00	0.00	Parts	0.00	0.00	Parts	0.00
0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00
	Freight	0.00		Freight	0.00		Freight	0.00		Freight	0.00
	Car Rental	0.00		Car Rental	0.00		Car Rental	0.00		Car Rental	0.00
	Spec Tax	0.00		Deductible	0.00		Deductible	0.00		Spec Tax	0.00
	HazMat	0.00		Spec Tax	0.00		Spec Tax	0.00		Haz Mat	0.00
	Tax	0.00		Haz Mat	0.00		Haz Mat	0.00		Spec Tax	0.00
	Co-pay	0.00		Tax	0.00		SlsTax	0.00		Haz Mat	0.00
	Charge \$	22.68		Charge \$	0.00		Charge \$	0.00		Sls Tax	0.00
	Misc	0.00		Misc	0.00		Misc	0.00		Misc	0.00
	Balance	22.68		Balance	0.00		Balance	0.00		Ami Due	0.00



**Galpin Motors Inc**  
 15505 Roscoe Blvd  
 North Hills CA 91343  
 (818) 787-3800

# Accounting Invoice

[Redacted] n Los Angeles, CA [Redacted]		A/R Number: Customer Number: [Redacted] PO Number: Auth Number:	Invoice Number: [Redacted]
Phone (W): Cell Phone: Email Address:		Service Writer: 90471 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Printed: 09/23/2010 9:07 AM Copy # 2 Date Opened: 09/13/10 Date Notified: 09/23/10 Date Delivered:
Year/Make/Model: 2010 Ford Fusion Hybrid VIN: <b>3FADP0L36AR</b> [Redacted] License Number: Stock Number: 102383 Mileage In: 7466 Tag Number: 266 Mileage Out: 7668		Customer Signature	

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
-------------	------	------------	---------------	-----------	-------------

**1 Customer statement of problem** Date Job Added: 09/13/10 7:14 AM  
 W/ - VEHICLE WAS TOWED IN\*\*\*\*\*C/S WAS DRIVING WRENCH LIGHT  
 CAME BACK ONE SINCE PICKED UP (9/3/11) AND STATES OVER WEEKEND  
 WAS DRIVING AND RED TRIANGLE LIGHT CAME ON - LOCKED IN OWNERS  
 GUIDE AND THAT ICON INDICATED TO PULL OVER - SEE ATTACHED RO  
 538802

1 -- Gause / Action to Take

CC  
1 -- Correction / Action Taken  
 PERFORMED SYSTEM DIAGNOSIS RETRIEVED CODE P0A7C OVERHEAT  
 CODE MECP PUMP CIRCUIT TESTED - CONTACTED HOTLINE CHECKED  
 ALL CONNECTIONS AND BLED COOLING SYSTEM - ROADTESTED  
 VEHICLE ON 2 EXTENDED ROADTESTS AND WAS NOT ABLE TO  
 REPLICATE CONCERN

*475.00*

Warranty ID	Tech	Top Act Hr					
1196	9052 Scott Marks	1 0.00	0.00	0.00	7	0.00	0.00

Top Part Number	Failed Description						
1 VC10A2	ANTI FREEZE	16.20	1	22.68	22.68		
<u>Sub Total Parts</u>		<u>16.20</u>				<u>22.68</u>	
<u>SubTotal Job # 1</u>						<u>22.68</u>	

**Payment Notes**

Acct	Acct Description	Proposed Amount	Cost Amount	Accounting Processed	Proposed Adjustment	Control	Control Description
54600	Sis-Prt Repair W&P Clms	-22.68	16.20	0.00	-22.68	542638	
54800	Cst-Prt W&P Clms-Svc.	16.20	0.00	0.00	16.20	542638	
14000	Inv-Parts Retail	-16.20	0.00	0.00	-16.20	542638	

Internal			Service Contract			Warranty			Customer Pay		
Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail
0.00	Labor	0.00	0.00	Labor	0.00	0.00	Labor	0.00	0.00	Labor	0.00
0.00	Parts	0.00	0.00	Parts	0.00	16.20	Parts	22.68	0.00	Parts	0.00
0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00
	Freight	0.00		Freight	0.00		Freight	0.00		Freight	0.00
	Car Rental	0.00		Car Rental	0.00		Car Rental	0.00		Car Rental	0.00
	Spec Tax	0.00		Deductible	0.00		Deductible	0.00		Deductible	0.00
	HazMat	0.00		Spec Tax	0.00		Spec Tax	0.00		Spec Tax	0.00
	Tax	0.00		Haz Mat	0.00		Haz Mat	0.00		Haz Mat	0.00
	Co-pay	0.00		Tax	0.00		SisTax	0.00		Sis Tax	0.00
	Charge \$	0.00		Charge \$	0.00		Charge \$	0.00		Sis Tax	0.00
	Misc	0.00		Misc	0.00		Misc	0.00		Misc	0.00
	Balance	0.00		Balance	0.00		Balance	22.68		Am't Due	0.00



Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

# WORK ORDER

## RO NUMBER: 542638

Page Number: 1  
Franchise Code:  
Today's Date: SEP 13 10  
Time Printed: 9:02 AM  
Copy #: 2

Tag Number: 266  
BAR #AC011209 RC011208 AC011208 AC246635

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract. A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. All oil sold in quarts. All antifreeze sold in gallons. All freon sold in ounces. I have read and understand the information contained on the front and reverse side of this document and have received a copy.

**NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY.**

**TEARDOWN ESTIMATE:** I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

CUSTOMER SIGNATURE <b>X</b>	Time Received 7:13 AM	Cust # [REDACTED] Veh = 651972	Service Writer Steve Walker Date In SEP 13 10	Completion Date
Service Contract Number	Expires: Deduct: 0.00	Miles In 7,466 Miles Out	TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD	

CUSTOMER INFORMATION	VEHICLE INFORMATION	Original Estimate: \$ 0.00
[REDACTED] Los Angeles, CA [REDACTED] Spouse Phone (H) [REDACTED] Phone (W) [REDACTED] Phone (O) (310) [REDACTED] [REDACTED] [REDACTED]	Year: 2010 Make: Ford Model: Fusion Hybrid Color: Silver VIN: 3FADP0L36AR [REDACTED] Sispsn: Brandon, Kenneth SL Dat: DEC 11 09	Authorized By: Revised Estimate 1: Person Contacted: \$ Date: _____ Via: <input type="checkbox"/> Phone: _____ Time: _____ <input type="checkbox"/> In Person Revised Estimate 2: Person Contacted: \$ Date: _____ Via: <input type="checkbox"/> Phone: _____ Time: _____ <input type="checkbox"/> In Person P1: 68- P2: 269

*Per [REDACTED] POA7C / PIASE (DN) Pin Point*

Time Promised	<b>LABOR INSTRUCTIONS</b>	<i>35-187</i>
---------------	---------------------------	---------------

1 OPERATION CODE	TECHN	W / VEHICLE WAS TOWED IN ***** C/S WAS DRIVING WRENCH LIGHT CAME BACK ONE SINCE PICKED UP (9/3/11) AND STATES OVER WEEKEND WAS DRIVING AND RED TRIANGLE LIGHT CAME ON - LOCKED IN OWNERS GUIDE AND THAT ICON INDICATED TO PULL OVER - SEE ATTACHED RO 538802
------------------	-------	--

FAILURE CODE: *90535*

CAUSE: *Reborn Drag Code POA7C. Over Heat Code M640 Pump Circuit Tested. Chk Bleed Cooling System Roadtest 200 miles was now able to drive!*

CORRECTION: *Customer Concern*

TIME



**Galpin Motors, Inc**  
 15505 Roscoe Blvd  
 North Hills CA 91343  
 (818) 787-3800

# Accounting Invoice



Los Angeles, CA  
 Phone (H):  
 Phone (W):  
 Cell Phone (C):  
 Email Addr:

A/R Number:  
 Customer Number:  
 PO Number:  
 Auth Number:

Invoice Number:  
 Printed: 10/28/2010 10:32 AM  
 Copy # 2  
 Date Opened: 10/18/10  
 Date Notified:  
 Date Delivered:

Service Writer: 90471  
 Estimate Amount: \$  
 Terms & Conditions:  
 Type of Sale: Retail

Customer Signature

Year/Make/Model: 2010 Ford Fusion Hybrid  
 VIN: 3FADP0L36 AR  
 License Number:  
 Stock Number: 102383 Mileage In: 8399  
 Tag Number: 124 Mileage Out: 8588

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
3 12660D22		0.50	0.00		
4 102110A		0.30	0.00		
5 9000D		0.40	0.00		

**Payment Notes**

Acct	Acct Description	Proposed Amount	Cost Amount	Accounting Processed	Proposed Adjustment	Control	Control Description
57200	Sls-Srv Lbr W&P Clms	-153.18	36.00	0.00	-153.18	547458	
67200	Cst-Srv Lbr W&P Clms...	36.00	0.00	0.00	36.00	547458	
14400	Inv-Labor In Process	-36.00	0.00	0.00	-36.00	547458	
54500	Sls-Prt Repair W&P Clms	-36.18	25.84	0.00	-36.18	547458	
64500	Cst-Prt W&P Clms-Svc...	25.84	0.00	0.00	25.84	547458	
14000	Inv-Parts Retail	-25.84	0.00	0.00	-25.84	547458	

Internal			Service Contract			Warranty			Customer Pay		
Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail
0.00	Labor	0.00	0.00	Labor	0.00	36.00	Labor	153.18	0.00	Labor	0.00
0.00	Parts	0.00	0.00	Parts	0.00	25.84	Parts	36.18	0.00	Parts	0.00
0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00
	Freight	0.00		Freight	0.00		Freight	0.00		Freight	0.00
	Car Rental	0.00		Car Rental	0.00		Car Rental	0.00		Car Rental	0.00
	Spec Tax	0.00		Deductible	0.00		Deductible	0.00		Spec Tax	0.00
	HazMat	0.00		Spec Tax	0.00		Spec Tax	0.00		Deductible	0.00
	Tax	0.00		Haz Mat	0.00		Haz Mat	0.00		Spec Tax	0.00
	Co-pay	0.00		Tax	0.00		SlsTax	0.00		Haz Mat	0.00
	Charge 1	0.00		Charge \$	0.00		Charge \$	0.00		Sls Tax	0.00
	Misc	0.00		Misc	0.00		Misc	0.00		Misc	0.00
	Balance	0.00		Balance	0.00		Balance	189.36		Mnt Due	0.00

*Rental*

*198692*

**Galpin Motors Inc**  
 15505 Roscoe Blvd  
 North Hills CA 91343  
 (818) 787-3800

# Accounting Invoice

Los Angeles, CA Phone (H): Phone (W): Cell Phone: Email Addr:		A/R Number: Customer Number: PO Number: Auth Number: Service Writer: 90471 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Invoice Number: Printed: 10/28/2010 10:32 AM Copy # 2 Date Opened: 10/18/10 Date Notified: Date Delivered:
Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36AR License Number: Stock Number: 102393 Tag Number: 124		Mileage In: 8398 Mileage Out: 8588 Customer Signature	

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
<b>1. Customer statement of problem</b>					
Date Job Added: 10/18/10 4:43 PM					
W/ - Customer States WAS DRIVING AND RED TRIANGLE LIGHT ILLUMINATED ON DASHBOARD AND VEHICLE DIED - WOULDNT START UP HAD TO TOW VEHICLE HERE					
1 - Cause / Action to Take					
CC					
1 - Correction / Action Taken					
PERFORM EEC DIAGNOSIS FOUND CODES U0140 AND P1A0C PERFORM PINPOINT TEST BM1-5 NO FAULT FOUND - INSPECT CONNECT C139 AND C145 OKAY - CONTACTED HOTLINE REPORT # 104118877 RECOMMEND SMOKE TEST VMV CHECKED ROADTESTED VEHICLE 100 MILES NO CODES - FORD FIELD ENGINEER RECOMMENDED TO REPLACE VMV AND PERFORM TSB 10-21-10 (PCM REPROGRAM) REPLACED CANNISTER PURGE VALVE AND REPROGRAMMED PCM PER TSB 10-21-10 AND ROADTESTED ANOTHER 90 MILES AND SYSTEM PASSED					153.18
Warranty ID	Tech	lop	Act Hr		
1196	9052 Scott Marks	1	1.50	36.00 1.50 102.12	153.18
	5				
2 - Correction / Action Taken					
3 - Correction / Action Taken					
4 - Correction / Action Taken					
5 - Correction / Action Taken					
lop	Part Number	Failed	Description		
1	9U5Z9C915BE		VALVE ASY	25.84 1 36.18	36.18
				<u>Sub Total Parts</u>	25.84
				<u>SubTotal Job # 1</u>	36.18
lop	Ford Op Code	CDC	Con/Defect	AC 1 AC 2 RDI ONP FLH OLI	
1	12650D			0.20 0.00	
2	12650DX,1			0.10 0.00	

*Wade - 01*

*12650D22.5*



DATE 10/18	TIME	CUST PAY	WARRANTY	INTERNAL
ADDRESS				
CITY		ST	ZIP	
HOME PHONE		BUSINESS PHONE		
YEAR 10	MODEL Fusion	COLOR Silver		
VIN AR		MILEAGE 8394		
LICENSE NO		SELLING DEALER		MILEAGE

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract.

A minimum fee of \$200 is charged to cover costs associated with the test drive and disposal of hazardous materials (if applicable)

FRONT AND REAR PARTS: SAVE SCRAP

ORIGINAL ESTIMATE \$ 8

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

RESERVATION #

DATE RESV. MADE

SELLING DEALER

**NOTICE:**  
VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$25.00 PER DAY.


**NO VEHICLES RELEASED AFTER 5:00 P.M. WEEKDAYS.**

REPAIR ORDER

Towed in

SEE REVERSE SIDE FOR TERMS & CONDITIONS, AND LIMITED WARRANTY.

INSTRUCTIONS ON WORK TO BE DONE

Towed in  
Check  car stopped  
wouldn't start red light  
lock came on →

- 1 INSPECTION-9 POINT
- 2 LUBE, OIL & FILTER
- 3 STATE SMOG CERT.
- 4 AIR FILTER
- 5 HOSES & BELTS
- 6 FUEL FILTER
- 7 ROTATE TIRES
- 8 BODY LUBE
- 9 WHEEL BEARINGS
- 10 U-JOINTS
- 11 SVC TRANS-AUTO
- 12 SVC TRANS-OTHER
- 13 ELECTRICAL TUNE-4
- 14 ELECTRICAL TUNE-6
- 15 ELECTRICAL TUNE-8
- 16 BATTERY SERVICE
- 17 SCOPE & ADJUST
- 18 SVC & INSPECT BRAKES
- 19 BALANCE
- 20 ALIGN
- 21 A/C SERVICE
- 22 SVC COOLING SYSTM
- 23 VALVE ADJUST



15500 Roscoe Blvd., Van Nuys, CA 91406  
818-222-9674  
BAR #ACT23481 • EPA #CAD 982357891



15505 Roscoe Blvd., North Hills, CA 91343  
818-893-9494  
BAR #RC011208 • EPA #CAD 029453131

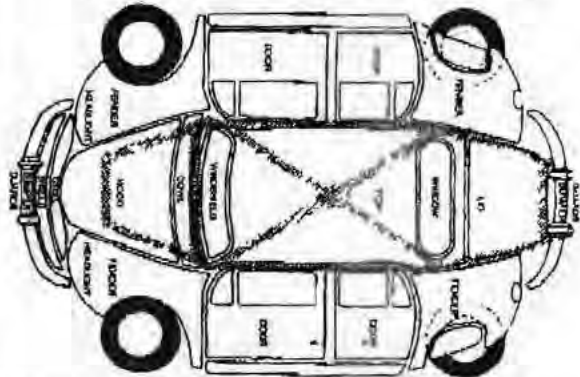
**SERVICE DEPT. Hours:**  
M-F: 7 a.m. to 7 p.m. Sat: 8 a.m. to 5 p.m.

TO OUR CUSTOMERS

**GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB.** Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, plus costs for doing business, and, of course, our desire to remain competitive.

We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

PRIOR BODY DAMAGE





Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

**WORK ORDER**  
**RO NUMBER: 547458**  
Tag Number: 124  
BAR #AC011209 RC011208 AC011208 AC246635

Page Number: 1  
Franchise Code:  
Today's Date: OCT 18  
Time Printed: 4 43 PM  
Copy #: 1

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract. A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. All oil sold in quarts. All antifreeze sold in gallons. All freon sold in ounces. I have read and understand the information contained on the front and reverse side of this document and have received a copy

**NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY.**

**TEARDOWN ESTIMATE:** I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

CUSTOMER SIGNATURE <b>X</b>	Time Received 4 41 PM	Cust. [REDACTED] Veh = 851872	Service Writer Date In	Steve Walker OCT 18 10	Completion Date
-----------------------------	--------------------------	----------------------------------	---------------------------	---------------------------	-----------------

Service Contract	Name Number	Expires: Deduct: 0.00	Miles In 8,398 Miles Out 8588 MI.	TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD
------------------	-------------	-----------------------	--------------------------------------	--

<b>CUSTOMER INFORMATION</b>		<b>VEHICLE INFORMATION</b>		Original Estimate: \$ 0.00
[REDACTED]	Year 2010	License Number	Authorized By	Revised Estimate 1: Person Contacted:
Los Angeles, CA	Make Ford	Stock # 102383	Date:	Via: <input type="checkbox"/> Phone <input type="checkbox"/> In Person
Spouse	Model Fusion Hybrid	In Service Date	Time:	Revised Estimate 2: Person Contacted:
Phone (H) [REDACTED]	Color Silver	Source	Time:	Date:
Phone (W)	VIN 3FADP0L36AR [REDACTED]	Engine	Time:	Via: <input type="checkbox"/> Phone <input type="checkbox"/> In Person
Phone (C) (310)	Slspsn Brandon, Kenneth	SL Dat DEC 11 09	P1:	P2:
Comments (310) 858-8689				

Time Promised	<b>LABOR INSTRUCTIONS</b>	<b>POATE</b>
OPERATION CODE 1	W / Customer States WAS DRIVING AND RED TRIANGLE LIGHT ILLUMINATED ON DASHBOARD AND VEHICLE DIED - WOULDNT START UP HAD TO TOW VEHICLE HERE	
FAILURE CODE 90525		

**CAUSE:** Penton BFC. Dia. Found Codes U0140 & P1A0C. Penton Pin Point Test Bmi - 5 No Fault Found INSPECT CONNECT C139 & C145 clo ok. call hot line. Recommend Smoke Test VMV. ok. ROAD TEST 100 miles NO CODES. FORD SERVICE ENGINEER Brian Jantz. Recon Repair VMV and Perform TSB 10-21-10 Pen Reprogram

**CORRECTION:** Recon Repair Purge Valve and Reprogram Pen Pent TSB 10-21-10. and ROAD TEST 100 miles. Warrantly Parts Return Date:

Date: \_\_\_\_\_  
Base: \_\_\_\_\_  
Base: **92915**  
Base: \_\_\_\_\_

TIME	STRAIGHT TIME (HOURS)	C.P.	WARR.	547458	HAT #	Signed PAUL L. ODEZ
12650D - 2	6.1		15	SS.# [REDACTED]	24	OFF
12650DX1 - 1				90525		
12650D22.5						
102110A - 3						
9000D - 4						



Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills CA 91343  
(818) 787-3800

# Accounting Invoice

[Redacted]  
Los Angeles, CA  
Phone (H): [Redacted]  
Phone (W): [Redacted]  
Cell Phone: [Redacted]  
Mail Address: [Redacted]  
Year/Make/Model: 2010 Ford Fusion Hybrid  
VIN: 3FADP0L36 AR [Redacted]  
License Number: [Redacted] Color: Silver  
Stock Number: 102383 Mileage In: 13374  
Tag Number: 463 Mileage Out: 13849

AVR Number:		Invoice Number:	[Redacted]
Customer Number:	[Redacted]	Printed:	06/17/2011 10:36 AM
PO Number:		Copy #	2
Auth Number:		Date Opened:	06/06/11
Service Writer:	Steve Walker	Date Notified:	06/16/11
Estimate Amount:	\$	Date Delivered:	
Terms & Conditions:			
Type of Sale:	Retail		

Customer Signature: 

DESCRIPTION	COST	RRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
<u>1 - Correction / Action Taken</u> Tire Pressure check completed					0.00
<b>SubTotal Job # 3</b>					<b>0.00</b>

Customer statement of problem Date Job Added: 06/09/11 5:17 PM  
W/ - Customer States DRIVERS SUN VISOR VIBRATES WHILE DRIVING

1 - Cause / Action to Take  
LOOSE SUNVISOR ASSEMBLY  
1 - Correction / Action Taken  
REPLACED LEFT SUNVISOR ASSEMBLY. 31.62

Warranty ID	Tech	Top	Act Hr					
7507	9123 Daniel Alavez	1	0.00	8.27	0.30	105.40	31.62	
Failed Description								
1	9E5Z5404105DA VISOR ASY SUN			64.54	1	90.36	90.36	
				<b>Sub Total Parts</b>				<b>90.36</b>
				<b>SubTotal Job # 4</b>				<b>121.98</b>

Top Ford Op Code	CDC	Cor/Defect	AC 1	AC 2	RDI	ONP	FLH	OLI		
1	04104A						0.30	0.00		

Payment Notes

cc	Acct Description	Proposed Amount	Cost Amount	Accounting Processed	Proposed Adjustment	Control	Control Description
7200	Sls-Srv Lbr W&P Clms	-84.32	22.05	0.00	-84.32	90471	
7200	Cst-Srv Lbr W&P Clms...	22.05	0.00	0.00	22.05		
1400	Inv-Labor In Process	-22.05	0.00	0.00	-22.05	580313	
1600	Sls-Prt Repair W&P Clms	-285.88	204.20	0.00	-285.88	90471	
1600	Cst-Prt W&P Clms-Svc..	204.20	0.00	0.00	204.20	580313	
1000	Inv-Parts Retail	-204.20	0.00	0.00	-204.20	90471	

Internal		Service Contract		Warranty		Customer Pay	
Cost	Description	Retail	Cost	Description	Retail	Cost	Description
0.00	Labor	0.00	0.00	Labor	22.05	0.00	Labor
0.00	Parts	0.00	0.00	Parts	204.20	0.00	Parts
0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet
	Freight	0.00		Freight	0.00		Freight
	Car Rental	0.00		Car Rental	0.00		Car Rental
	Spec Tax	0.00		Deductible	0.00		Deductible
	HazMat	0.00		Spec Tax	0.00		Spec Tax
	Tax	0.00		Haz Mat	0.00		Haz Mat
	Co-pay	0.00		Tax	0.00		Spec Tax
	Charge \$	0.00		Charge \$	0.00		Haz Mat
	Misc	0.00		Misc	0.00		Sls Tax
	Balance	0.00		Balance	370.20		Misc
							Arnt Due

**Galpin Motors Inc**  
15505 Roscoe Blvd  
North Hills CA 91343  
(818) 787-3800

# Accounting Invoice

Los Angeles, CA  
Phone (H):  
Phone (W):  
Cell Phone:  
Mail Address:  
Year/Make/Model: 2010 Ford Fusion Hybrid  
VIN: **3FADP0L36 AR**  
License Number: Color: Silver  
Lock Number: 102383 Mileage In: 13374  
Tag Number: 463 Mileage Out: 13849

A/R Number:  
Customer Number:  
PO Number:  
Auth Number:  
Service Writer: Steve Walker  
Estimate Amount: \$  
Terms & Conditions:  
Type of Sale: Retail

Invoice Number:  
Printed: 06/17/2011 10:36 AM  
Copy # 2  
Date Opened: 06/06/11  
Date Notified: 06/16/11  
Date Delivered:

*Customer Signature*

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
-------------	------	------------	---------------	-----------	-------------

**Customer statement of problem** **Date Job Added: 06/06/11 2:20 PM**  
 W/ - Customer states VEHICLE WAS TOWED IN\*\*\*\*\*C/S WAS DRIVING AND VEHICLE SEEMED TO ONLY STAY IN ELECTRICAL ENGINE MODE WOULDNT GO OVER 30MPH AND HAD NO POWER UPHILL - RECEIVED MESSAGE ON MESSAGE CENTER "TO PULL OVER SAFELY"  
 1 - Cause / Action to Take  
 ROAD TESTED 475 MILES BY SHOP FOREMAN, AND TECHNICIAN DURING ONE ROADTEST WITH SHOP FOREMAN VEHICLE LOST THROTTLE REPOSE. HOOKED UP TO IDS MONITOR, THROTTLE BODY SHOWED CLOSED WHEN IT WAS ACTUALLY HALF WAY OPEN.  
 1 - Correction / Action Taken  
 REPLACED THROTTLE BODY PER SHOP FOREMAN. 52.70

Warranty ID	Tech	lop Act Hr						
7507	9123 Daniel Alavez	1 0.00	13.78	0.50	105.40	52.70		
	4							

lop Part Number      Failed Description  
 1 9L8Z9E926A      THROTTLE BODY AND MOTOR ASY      139.66      1      195.52      195.52

**Sub Total Parts**      139.66      **195.52**

**SubTotal Job # 1**      **248.22**

lop Ford Op Code      CDC      Con/Defect      AC 1      AC 2      RDI      ONP      FLR      OLI  
 1 9926A                                         0.50      0.00

**Customer statement of problem** **Date Job Added: 06/06/11 2:20 PM**  
 W/ - Customer States VEHICLE HAS BEEN GETTING POOR MPG AROUND 10MPG  
 1 -- Cause / Action to Take  
 CHECKED ANY CODES IN SYSTEM, NONE FOUND.  
 1 - Correction / Action Taken  
 NO PROBLEM FOUND. 0.00

**SubTotal Job # 2**      **0.00**

**Customer statement of problem** **Date Job Added: 06/06/11 2:20 PM**  
 W/ - Tires Inflated to (PSI)  
 LEFT FRONT 35      LEFT REAR 35  
 RIGHT FRONT 35      RIGHT REAR 35  
 1 - Cause / Action to Take



in Motors Inc  
5 Roscoe Blvd  
th Hills, CA 91343  
(818) 787-3800

**WORK ORDER**  
**RO NUMBER:** [REDACTED]  
Tag Number: 463  
BAR #011209 RC011208 011208 246635

Page Number: 1  
Franchise Code: 05373  
Today's Date: JUN 6 11  
Time Printed: 2 20 PM  
Copy # 2

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery subject to terms and conditions on reverse side of this contract. A minimum fee of \$2.00 is charged to cover costs associated with the handling, management and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. All oil sold in quarts. All antifreeze sold in gallons. All freon sold in ounces. I have read and understand the information contained on the front and reverse side of this document and have received a copy.

**NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$25.00 PER DAY.**

**TEARDOWN ESTIMATE:** I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

<b>CUSTOMER SIGNATURE</b>	Time Received 2 14 PM	Cust # [REDACTED] Veh = 851972	Service Writer Steve Walker Date In JUN 6 11	Completion Date
Service Contract Number	Expires: Deduct: 0 00	Miles In 13,374 Miles Out <del>13,500</del> 13,809	TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD	
<b>CUSTOMER INFORMATION</b>		<b>VEHICLE INFORMATION</b>		Original Estimate: \$ 0.00
[REDACTED] Los Angeles, CA [REDACTED] House [REDACTED] Phone (H) [REDACTED] Phone (C) [REDACTED] Phone (W) [REDACTED] Phone (O) (310) [REDACTED] Comments		Year 2010 License Number Stock # 102383 Make Ford In Service Date Model Fusion Hybrid Source Color Silver Engine Steps: Brandon, Kenneth VIN 3FADP0L36AR [REDACTED] SL Dat: DEC 11 09		Authorized By: Revised Estimate 1: Person Contacted \$ Date: Via: <input type="checkbox"/> Phone, Contacted By: <input type="checkbox"/> In Person Time: Revised Estimate 2: Person Contacted: \$ Date: Via: <input type="checkbox"/> Phone, Contacted By: <input type="checkbox"/> In Person Time: P1 P2

**LABOR INSTRUCTIONS**

OPERATION CODE	TECH #	W/ Customer states VEHICLE WAS TOWED IN*****C/S WAS DRIVING AND VEHICLE SEEMED TO ONLY STAY IN ELECTRICAL ENGINE MODE WOULDNT GO OVER 30MPH AND HAD NO POWER UPHILL - RECEIVED MESSAGE ON MESSAGE CENTER "TO PULL OVER SAFELY"
DURE CODE	91234 (4c)	

**CAUSE:**

*(PANOTIVE BODY NOT FUNCTIONING properly)  
by Shop Foreman*

*and Tested 17 mi on Road Test <sup>at</sup> Lost All Throat Response.*

*CORRECTION: Hook up I.D.S monitor TB shows closed throttle when opened to Half.*

*Replaced Panotive Boot.*

*per Shop Foreman. (BOB MAXCY)*

*(OIL & PART ORDERED BY SHOP FOREMAN)*

ME 91234 5

Base: [Signature]  
Base: [Signature]  
Base: [Signature]  
Date: \_\_\_\_\_  
Warranty Parts Return

STRAIGHT TIME (HOURS)	C.P.	WARR	R/O NO. 580313	HAT #	OFF
			S.S.# 7507	463	
			EMP NO. 91234		ON

Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

# WORK ORDER

RO NUMBER: [REDACTED]

Tag Number: 463

BAR #011209 RC011208 011208 246635

Page Number: 2  
Franchise Code: 05373  
Today's Date: JUN 6 11  
Time Printed: 2 20 PM  
Copy # 2

### CUSTOMER INFORMATION

### VEHICLE INFORMATION

Original Estimate: \$ 0.00

[REDACTED]  
Los Angeles, CA [REDACTED]  
Phone (H) [REDACTED]  
Phone (W) [REDACTED]  
Phone (Q) (310) [REDACTED]  
Comments  
Time Promised

Year 2010 License Number  
Make Ford Stock # 102383  
Model Fusion Hybrid In Service Date  
Color Silver Source  
VIN 3FADP0L36 AR [REDACTED] Engine  
Sales Brandon, Kenneth  
SL Dat DEC 11 09

Authorized By:  
Revised Estimate 1: Person Contacted:  
3  
Date: Via:  Phone: Contacted By:  
Time:  In Person  
Revised Estimate 2: Person Contacted:  
5  
Date: Via:  Phone: Contacted By:  
Time:  In Person  
P1: P2:

## LABOR INSTRUCTIONS

OPERATION CODE TECH #

W / Customer States VEHICLE HAS BEEN GETTING POOR MPG AROUND 30MPG

FAILURE CODE

*NPF checked Codes*

CAUSE :

CORRECTION :

TIME

OPERATION CODE TECH #

C / Tires Inflated to (PSI)

LEFT FRONT \_\_\_\_\_ LEFT REAR \_\_\_\_\_  
RIGHT FRONT \_\_\_\_\_ RIGHT REAR \_\_\_\_\_

CAUSE :

CORRECTION :

TIME



Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 797-3800

**WORK ORDER**  
**RO NUMBER:** [REDACTED]  
Tag Number: 463  
BAR #011209 RC011208 011208 246635

Page Number: 3  
Franchise Code: 05373  
Today's Date: 06/16/11  
Time Printed: 9:00 AM  
Copy #: 4

CUSTOMER INFORMATION	VEHICLE INFORMATION	Original Estimate: \$0.00
[REDACTED]	Year: 2010	Authorized By:
Los Angeles, CA [REDACTED]	License Number:	Revised Estimate 1: Person Contacted:
Address: [REDACTED]	Make: Ford	\$
Phone (H): [REDACTED]	Stock #: 102383	Date: _____ Via: <input type="checkbox"/> Phone: _____ Contacted By: _____
Phone (W): [REDACTED]	In Service Date:	Time: _____ <input type="checkbox"/> In Person
Phone (O): (310) [REDACTED]	Model: Fusion Hybrid	Revised Estimate 2: Person Contacted:
Comments:	Source:	\$
	Color: Silver	Date: _____ Via: <input type="checkbox"/> Phone: _____ Contacted By: _____
	Engine:	Time: _____ <input type="checkbox"/> In Person
	Suspension: Brandon, Kenneth	P1: _____ P2: _____
	VIN: 3FADP0L36AR [REDACTED]	
	SL Date: 12/11/09	

**LABOR INSTRUCTIONS**

OPERATION CODE	TECH#	W / Customer States DRIVERS SUN VISOR VIBRATES WHILE DRIVING
DESCRIPTION CODE	(931)	<i>DM</i>
CAUSE:		<i>(Loose Sunvisor Act)</i>

CORRECTION:

*Repaired Left Sunvisor*

Warranty Parts Return  
Date: \_\_\_\_\_

*09105*

TIME: *09104A - 3*

*90*

STRAIGHT TIME (HOURS)	C.P.	WARR.	R/O NO.	HAT #	OFF
			<i>5803'S</i>		6
			S.S.# <i>75817</i>	<i>409</i>	
			EMP. NO. <i>91234</i>		ON

**Galpin Motors Inc**  
 15505 Roscoe Blvd  
 North Hills, CA 91343  
 (818) 787-3800

# Accounting Invoice

Los Angeles, CA Phone (H): Phone (W): Cell Phone: Email Address:	A/R Number: Customer Number: PO Number: Auth Number:	Invoice Number: Printed: 11/17/2011 1:13 PM Copy # 2 Date Opened: OCT 24 11 Date Notified: NOV 16 11 Date Delivered:
	Service Writer: Steve Walker Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36A License Number: Color: Silver Stock Number: 102383 Mileage In: 16606 Tag Number: 415 Mileage Out: 16791

POSTED

Vas

DESCRIPTION	COST	HRs or QTY	LISTed LABOR	EXT TOTAL	GRAND TOTAL
-------------	------	------------	--------------	-----------	-------------

**Customer statement of problem** Date Job Added: 10/24/11 3:19 PM

W/ - Customer States VEHICLE TOWED IN - STARTED UP VEHICLE THIS MORNING AND BEGAN TO DRIVE AFTER A FEW MINUTES SAW MESSAGE ON MESSAGE CENTER "TO PULL OVER SAFELY" - CUST ATTEMPTED TO RETURN HOME AND AS WAS DRIVING UPHILL THE VEHICLE HAD NO ACCELERATION CUST HAD GAS PEDAL ALL THE WAY TO THE FLOOR (LIKE VEHICLE RAN OUT OF POWER), HOWEVER, THE AC STILL WORKED AND THE DASHBOARD LIGHTS STAYED ON - CUST FINALLY PULLED OVER AFTER VEHICLE WOULD NOT MOVE AND TURNED OFF AND CALLED FOR TOW SERVICE\*\*\*\*\*SEE ATTACHED RO'S 580313, 547548, 538802

1 - Cause / Action to Take  
 TEST DRIVEN BY PAUL M. 185 MILES - UNABLE TO DUPLICATE CONCERN. SEE HOTLINE CONTACT # 104932339 - FILLED GAS TANK FOR CUSTOMER SATISFACTION. VERIFIED TSB # 11-7-31 HAS BEEN PERFORMED.

1 - Correction / Action Taken  
 PERFORM SELF TEST - CODES -POAFA: 16-28 - POA7C:00-28 - P1AOC:00-28 - CONTACT FORD HOTLINE - CONTACT # 104932339 - PERFORMED VISUAL INSPECTION FOUND M/E COOLANT SYSTEM LOW ADDED COOLANT AND PURGED AIR FROM SYSTEM - PERFORMED ROAD TEST TO VERIFY M/E COOLING SYSTEM PUMP OPERATION - NORMAL - HOTLINE REQUEST TO PERFORM ROAD TEST AND MONITOR MECT AND AMBIENT TEMP PIDS - SPECS 20-30 DEGREES - ACTUAL READING 18-24 DEGREES OF AMBIENT TEMP - NO PROBLEM FOUND - HOTLINE RESPONSE - NO FURTHER DIAG UNTIL CONCERN DUPLICATED - TOTAL MILES DRIVEN 185 MILES - FILLED CUSTOMER GAS TANK FOR CUSTOMER SATISFACTION. REPROGRAMED BECM MODULE - OLD CALIBRATION AE58-10B687-AC - NEW CALIBRATION # AE58-10B687-AD

Warranty ID	Tech	lop	Act Hr				
7507	9123 Daniel Alavez	1	0.00	0.00	0.00	?	0.00
	4						

**SubTotal Job # 1** 0.00

**Customer statement of problem** Date Job Added: 10/24/11 3:19 PM

C/ Tires Inflated to (PSI)

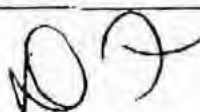
LEFT FRONT	33	LEFT REAR	33
RIGHT FRONT	33	RIGHT REAR	33

1 - Cause / Action to Take



Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills CA 91343  
(818) 787-3800

# Accounting Invoice

[Redacted] Los Angeles, CA [Redacted] Phone (H): [Redacted] Phone (W): [Redacted] Cell Phone: [Redacted] Email Address: [Redacted]		A/R Number: Customer Number: [Redacted] PO Number: Auth Number:	Invoice Number: [Redacted]
Year/Make/Model: 2010 Ford Fusion Hybrid VIN: 3FADP0L36AR [Redacted]		Service Writer: Steve Walker Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Printed: 11/17/2011 1:13 PM Copy # 2 Date Opened: OCT 24 11 Date Notified: NOV 15 11 Date Delivered:
License Number: 6KVK684 Color: Silver Stock Number: 102383 Mileage In: 16606 Tag Number: 415 Mileage Out: 16791	<b>Customer Signature</b> 		

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
-------------	------	------------	---------------	-----------	-------------

1 - Correction / Action Taken  
Tire Pressure check completed

**SubTotal Job # 2**

0.00  
0.00

**Payment Notes**

Internal		Service Contract		Warranty		Customer Pay		
Cost	Description	Retail	Cost	Description	Retail	Cost	Description	Retail
0.00	Labor	0.00	0.00	Labor	0.00	0.00	Labor	0.00
0.00	Parts	0.00	0.00	Parts	0.00	0.00	Parts	0.00
0.00	Sublet	0.00	0.00	Sublet	0.00	0.00	Sublet	0.00
	Freight	0.00		Freight	0.00		Freight	0.00
	Car Rental	0.00		Car Rental	0.00		Car Rental	0.00
	Spec Tax	0.00		Deductible	0.00		Deductible	0.00
	HazMat	0.00		Spec Tax	0.00		Spec Tax	0.00
	Tax	0.00		Haz Mat	0.00		Haz Mat	0.00
	Co-pay	0.00		Tax	0.00		SisTax	0.00
	Charge \$	0.00		Charge \$	0.00		Charge \$	0.00
	Misc	0.00		Misc	0.00		Misc	0.00
	Balance	0.00		Balance	0.00		Am't Due	0.00

**CUSTOMER NOTIFIED**  
 SPOKE or MSG (circle)  
 DATE: 11/17/11  
 TIME: 116  
 PHONE: 310 785 8689  
 ALT # \_\_\_\_\_  
 IN RENTAL (Y) N



DATE 10/24	TIME	CUST PAY	WARRANTY	INTERNAL
NAME				
ADDRESS				
CITY		ST	ZIP	
HOME PHONE		BUSINESS PHONE		
YEAR 10	MODEL F150	COLOR SILV		
VIN				
LICENSE NO	SELLING DEALER	MILEAGE 16604		

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract.

A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise.

I have read and understand the information contained on the front and reverse side of this copy.

SIGN PARTS: SAVE SCRAP

\$ 0 ORIGINAL ESTIMATE ESTIMATE DOES NOT INCLUDE SALES TAX

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

RESERVATION #

DATE RESV. MADE

SELLING DEALER

**NOTICE:**  
VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$25.00 PER DAY.

**NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.**

REPAIR ORDER

SEE REVERSE SIDE FOR TERMS & CONDITIONS, AND LIMITED WARRANTY.

INSTRUCTIONS ON WORK TO BE DONE

Towed in

C/S 12:40 DROVE "TIRE Pull OVER SAFETY message" → went thru instructions to go back home ~~PROVED~~ IT TURNED OFF TRIED TO START

Going uphill to return home - Flound gas pedal wouldn't move forward - ~~pedal~~ to ~~pedal~~ KAN out of tower @ the foot, gas pedal flound AC/lights/stopped on.

- 1 INSPECTION POINT
- 2 LUBE, OIL & FILTER
- 3 STATE SMOG CERT.
- 4 AIR FILTER
- 5 HOSES & BELTS
- 6 FUEL FILTER
- 7 ROTATE TIRES
- 8 BODY LUBE
- 9 WHEEL BEARINGS
- 10 UJOINTS
- 11 SVC TRANS-AUTO
- 12 SVC TRANS-OTHER
- 13 ELECTRICAL TUNE-4
- 14 ELECTRICAL TUNE-6
- 15 ELECTRICAL TUNE-8
- 16 BATTERY SERVICE
- 17 SCOPE & ADJUST
- 18 SVC & INSPECT BRAKES
- 19 BALANCE
- 20 ALIGN
- 21 AC SERVICE
- 22 SVC COOLING SYSTEM
- 23 VALVE ADJUST

GALPIN LINCOLN MERCURY

15500 Roscoe Blvd., Van Nuys, CA 91406  
818-922-3674  
BAR #AC123481 - EPA #CAD 982357691



15505 Roscoe Blvd., North Hills, CA 91343  
818-893-9494  
BAR #RC011208 - EPA #CAD 029453131

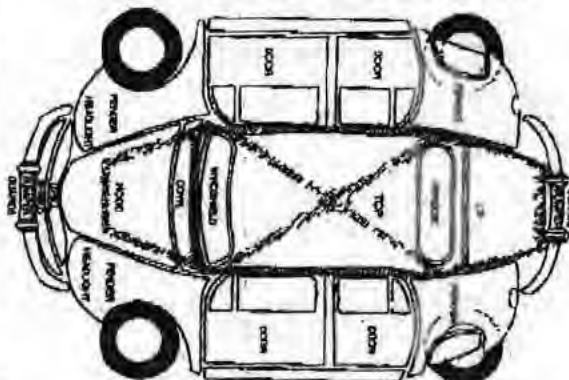
**SERVICE DEPT. Hours:**  
M-F: 7 a.m. to 7 p.m. Sat: 8 a.m. to 5 p.m.

TO OUR CUSTOMERS

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive.

We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

PRIOR BODY DAMAGE



SEE REVERSE SIDE FOR LIMITED WARRANTY

G-3000 7/10



Galpin Motors Inc  
15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

# WORK ORDER

RO NUMBER: [REDACTED]

Tag Number: 415

BAR #011209 RC011208 011208 246635

Page Number: 1  
Franchise Code: 01293  
Today's Date: OCT 24 11  
Time Printed: 3:19 PM  
Copy #: 1

I hereby authorize the work to be done along with the necessary material, and hereby grant my employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery, subject to terms and conditions on reverse side of this contract. A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. All oil sold in quarts. All antifreeze sold in gallons. All freon sold in ounces. I have read and understand the information contained on the front and reverse side of this document and have received a copy.

NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$25.00 PER DAY.

YEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_\_\_ days of the date shown above if I choose not to authorize the services recommended.

CUSTOMER SIGNATURE X	Time Received 3:16 PM	Cust = [REDACTED] Veh = 851972	Service Writer Steve Walker	Completion Date OCT 24 11
Service Contract Name	Expires: Deduct: 0.00	Miles In 16,606 Miles Out 16,791	TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD	PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD

CUSTOMER INFORMATION		VEHICLE INFORMATION		ESTIMATE	
[REDACTED]	[REDACTED]	Year 2010	[REDACTED]	Original Estimate: \$ 0.00	Authorized By:
Los Angeles, CA [REDACTED]	[REDACTED]	Make Ford	Stock # 102383	Revised Estimate 1: Person Contacted:	[REDACTED]
Address [REDACTED]	[REDACTED]	Model Fusion Hybrid	In Service Date	Date:	Via: <input type="checkbox"/> Phone: <input type="checkbox"/> In Person
Phone (H) [REDACTED]	Phone (C) [REDACTED]	Color Silver	Source	Time:	Revised Estimate 2: Person Contacted:
Phone (W) [REDACTED]	[REDACTED]	VIN 3FADP0L36AR [REDACTED]	Engine	Date:	Date:
Comments [REDACTED]	[REDACTED]	Slipsh Brandon Kenneth	SL Dat DEC 11 09	Via: <input type="checkbox"/> Phone: <input type="checkbox"/> In Person	Time:
				P1:	P2:

## LABOR INSTRUCTIONS

OPERATION CODE TECH #

FAILURE CODE

CAUSE :

W / Customer States VEHICLE TOWED IN - STARTED UP VEHICLE THIS MORNING AND BEGAN TO DRIVE AFTER A FEW MINUTES SAW MESSAGE ON MESSAGE CENTER "TO PULL OVER SAFELY" - CUST ATTEMPTED TO RETURN HOME AND AS WAS DRIVING UPHILL THE VEHICLE HAD NO ACCELERATION CUST HAD GAS PEDAL ALL THE WAY TO THE FLOOR (LIKE VEHICLE RAN OUT OF POWER), HOWEVER, THE AC STILL WORKED AND THE DASHBOARD LIGHTS STAYED ON - CUST FINALLY PULLED OVER AFTER VEHICLE WOULD NOT MOVE AND TURNED OFF AND CALLED FOR TOW SERVICE\*\*\*\*\*SEE ATTACHED RO'S 580313, 547548, 538802

CORRECTION :

ABS - PASS

BATTERY TEMP 89.60 F

BATT VOLTS 29.8 .12 VOLTS

BATT CHARGE (SOC) 50.0%

BECM - PASS

PCM - PASS

DC-DC PASS

TCM - PASS

TIME

POAFA: 16-28 ACCM OLD BECM (CURRENT)

POA7C: 00-28 PCMM NEW AESB-10868

PIAOC: 00-28 PCMM

MINER (TEMP AT 2nd or MAX TEMP BECM AIR-IF FROZZEN TAC

15505 Roscoe Blvd  
North Hills, CA 91343  
(818) 787-3800

# WORK ORDER

RO NUMBER: [REDACTED]

Tag Number: 415

BAR #011209 RC011208 011208 246635

Page Number: 2  
Franchise Code: 01293  
Today's Date: OCT 24 11  
Time Printed: 3 19 PM  
Copy #: 1

## CUSTOMER INFORMATION

[REDACTED]  
Los Angeles, CA [REDACTED]  
Spouse  
Phone (H) [REDACTED] Phone (C) [REDACTED]  
Phone (W) [REDACTED]  
Phone (O) (310) [REDACTED]  
Comments  
[REDACTED]

## VEHICLE INFORMATION

Year 2010 License Number  
Make Ford Stock # 102383  
Model Fusion Hybrid In Service Date  
Color Silver Source  
VIN 3FADP0L38 AR [REDACTED] SL Date DEC 11 09  
Sispen Brandon, Kenneth

Original Estimate: \$ 0.00  
Authorized By:  
Revised Estimate 1: Person Contacted:  
\$  
Date: Via:  Phone: Contacted By:  
Time:  In Person  
Revised Estimate 2: Person Contacted:  
\$  
Date: Via:  Phone: Contacted By:  
Time:  In Person  
P1: P2:

Time Promised

## LABOR INSTRUCTIONS

2 OPERATION CODE TECH #  
TPCHECK  
FAILURE CODE

C / Tires Inflated to (PSI)  
LEFT FRONT 33 LEFT REAR 33  
RIGHT FRONT 33 RIGHT REAR 33

CAUSE :

CORRECTION :

TIME



## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
12/6/2010 CLOSED	[REDACTED] CORRESPONDENCE - CORRESPONDENCE	3FADP0L36AF [REDACTED] 1795702560	2010 FUSION	02
11/3/2010 CLOSED	[REDACTED] DEALER GENERATED INFORMATION ISSUE	3FADP0L36AF [REDACTED] 1795702560	2010 FUSION	03
10/19/2010 CLOSED	[REDACTED] ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	3FADP0L36AF [REDACTED] 1795702560	2010 FUSION	01

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All Action Details for Issue

[Print](#)

VIN: 3FADP0L36AF [REDACTED]	Year: 2010	Model: FUSION	Case: 1795702560
Name: [REDACTED]	Owner Status: Original	WSD: 2009-12-11	
Symptom Desc:		Primary Phone: [REDACTED]	
Reason Desc: CORRESPONDENCE - CORRESPONDENCE		Secondary Phone:	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

**Action:** CUSTOMER FOCUS - LEFT MESSAGE/PROVIDED RESOLUTION

<b>Dealer:</b>		<b>Origin Desc:</b> MANUAL - CORRESPONDENCE CSR
<b>Odometer:</b> 8398 MI	<b>Comm Type:</b> INBOUND CUSTOMER MAIL	
<b>Analyst Name:</b> LYONS, DAVONYA	<b>Analyst:</b> DLYONS7	
<b>Action Date:</b> 12/03/2010	<b>Action Time:</b> 15.05.27.818	<b>Action Data:</b> No

**Comments** CUSTOMER SAID: - LTR DATED NOV 20- AUG 20 SEPT 3, SEPT 12 AND OCT 18 MY FUSION WOULD RECVE THE SAFETY ALERT WARNING AND THE VEH WOULD NOT START- EACH TIME IT WAS TOWED TO THE DLRSHIP- I'M NOT CONVINCED THAT GALPIN FORD FOUND THE ROOT CAUSE- WE ARE ABLE TO MAKE A 2 LONG TRIPS AND AS A LAST ATTEMPT TO SAVE THE SITUATION WOULD GALPIN FORD LIKE TO ATTACH ADDITIONAL INSTRUMENTATION TO MY CAR DURING THESE TRIPS- PLS WRITE AND ASSURE ME THAT THIS CAR CAN STILL MAKE THESE TRIPS WITHOUT FURTHER FAILURES\*\*\*DEALER SAID: - GALPIN FORD DEALER ADDRESS: 16505 ROSCOE BLVD NORTH HILLS CA 91343 DEALER MAIN PHONE: 818-787-3800\*\*\*CRC ADVISED: - OBC TO SERV MNG GREG TOMA AT DLRSHIP AND HE CONFIRMS THAT VEH IS UP AND RUNNING AND THE CUST HAS NOT REPORTED ANY INCIDENTS SINCE THEY PICKED UP THE VEH A MONTH AGO- HE ALSO ADVISES THAT FORD DOES NOT USE THE TRACKING DEVICES ANY LONGER BUT HAS CONFIDENCE THAT THE VEH IS REPAIRED- OBC TO CUST AND LFT MSG ADVISING THAT FORD DOES NOT OFFER A DIAGN TOOL AND IF SHE HAS FURTHER QUESTS TO CONTACT SERV MNG GREG\*\*\*

**Action:** CUSTOMER FOCUS - SUPPORT PREVIOUS DECISION RENDERED

<b>Dealer:</b>		<b>Origin Desc:</b> MANUAL - CORRESPONDENCE CSR
<b>Odometer:</b> 8398 MI	<b>Comm Type:</b> INBOUND CUSTOMER MAIL	
<b>Analyst Name:</b> RICHARDSON (KRICHA41), KATHY	<b>Analyst:</b> KRICHA41	
<b>Action Date:</b> 12/06/2010	<b>Action Time:</b> 08.36.08.729	<b>Action Data:</b> No

**Comments** CUSTOMER SAID: LETTER DATED 11/20/10 TO DLRSHIP GALPIN FORD. CUST STATES SAFETY ALERT WARNING LIGHT COMES ON AND VEH WOULD NOT START. VEH TOWED TO DLRSHIP EACH TIME. CUST STATES NOT CONFIDENT GALPIN FORD FOUND THE ROOT CAUSE OF THE CONCERN. DEALER SAID: \*\*LETTER PREDATES HANDING PER HISTORICS OF 12/3/10. CRC ADVISED: CUSTOMER FOCUS - SUPPORT PREVIOUS DECISION RENDERED

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All Action Details for Issue

[Print](#)

VIN: 3FADPQL36AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2009-12-11  
 Symptom Desc: Primary Phone: [REDACTED]  
 Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone:  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 11/03/2010

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT  
 Dealer: 05536 GALPIN FORD Origin Desc: DEALER  
 Odometer: 8398 MI Comm Type: VISIT  
 Analyst Name: KEVIN BARTHE Analyst: K-BARTH9  
 Action Date: 10/19/2010 Action Time: 15.42.09.910 Action Data: No

Comments 3RD TIME IN FOR WRENCH LIGHT, STALLED AND WOULD NOT START. CUSTOMER VERY UNHAPPY AND DOES NOT TRUST VEHICLE ANY LONGER. HOTLINE CONTACT GENERATED. NO SMOKING GUN, HOTLINE ADVISED EXTENDED ROAD TEST...

Action: CONCERN ADDRESSED  
 Dealer: 05536 GALPIN FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 8398 MI Comm Type: PHONE  
 Analyst Name: COLL.MARK Analyst: MCOLL  
 Action Date: 11/03/2010 Action Time: 12.36.31.959 Action Data: Yes

Comments \* CSM MARK EXT 7749 , OBC TO DLR , SPOKE TO S/M KEVIN WHO VERIFIES REPAIRS COMPLETED AS OF 10-28\* CUST HAS NOT PICKED UP VEH

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	68
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

[Print](#)

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VIN: 3FADP0L36AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2009-12-11  
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: 000056 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 09/13/2010 Action Time: 22.06.09.536 Action Data: No

Comments DISPATCH COMPLETE

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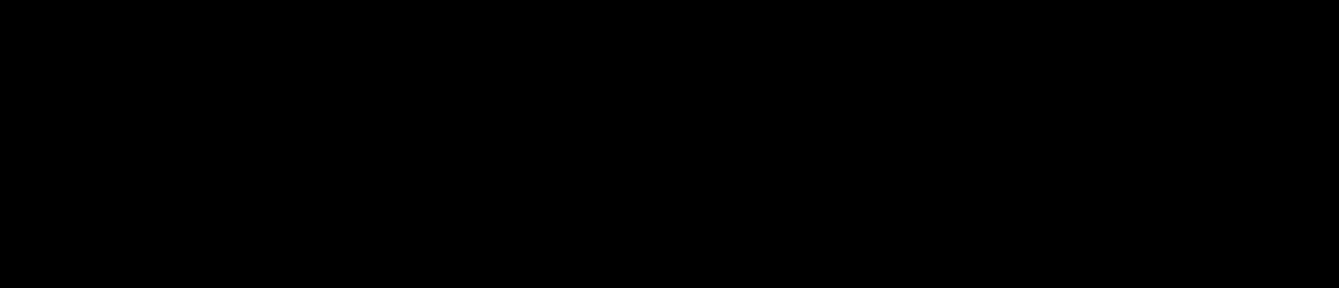
Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT  
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 007668 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 10/19/2010 Action Time: 22.09.44.996 Action Data: No

Comments DISPATCH COMPLETE

---

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06 JUN 10 11:26A

OFFICE OF VSA

[REDACTED]  
Stamford, Ct  
June 22, 2010  
[REDACTED]

Mr. Alan Mulally  
Customer Relations Center  
Ford Motor Co.  
PO Box 6248  
Dearborn, Michigan 48126

Dear Mr. Mulally;

Attached you will find a copy of a letter that was sent to your dealer in Norwalk, CT. I think that you'll find the content self explanatory.

If you have any questions you can call me at the above telephone number.

Sincerely,

[REDACTED]



[REDACTED]  
Stamford CT, [REDACTED]  
June 22, 2010 [REDACTED]  
[REDACTED]

[REDACTED]  
McMahon Ford LLC  
[REDACTED]

Dear [REDACTED]

This is to confirm our conversation, On Wednesday, June 16<sup>th</sup>, in which I reported to you that my new Ford Fusion, with 960 miles on the odometer ( delivered to me on May 20, 2010) sped up without my foot on the accelerator and came to a stop after I crashed into the rear of a stopped suv. The car did not stop when I pushed down on the brake pedal.. This occurred at 3:15 p.m. on North Avenue in Greenwich, CT., on June 16<sup>th</sup>. There was no personal injury or damage to either car

At your request , I brought the car into your repair shop to be inspected on June 21, 2010. After consultation with Ford's engineering department they were unable to provide an explanation for the occurrence nor did Ford provide a fix. At your suggestion, and Ford's, I am going to continue driving the car.

Many thanks for your understanding and cooperation regarding this matter.

Sincerely,  
[REDACTED]

Cc: National Highway Safety and Transportation Administration  
Alan Mulally-Ford Motor Co.  
Mark Field-Ford Motor Co.



# Fax

**To:** Alma Taylor **From:** Denise D'Arpa  
**Fax:** 888-683-9898 **Date:** June 22, 2010  
**Phone:** 203-838-4801 **Pages:** 4 Including Cover Sheet  
**Re:** [REDACTED] 2010 Fusion **CC:**  
(Urgent)    X For Review    (Please Comment)    (Please Reply)    (Please Recycle)

**Per your request, I am faxing to you a copy of Invoice 145591 and a copy of the tech notes and hotline report.**

**Chris McMahon spoke with [REDACTED] this morning. We are returning [REDACTED] vehicle to him this afternoon.**

**I spoke with Justin Manning and cancelled his visit for 06/23/2010.**

**If you require any additional documentation, please let me know.**

**Sincerely,**

**Denise D'Arpa**

**Service Manager**

**McMahon Ford, LLC.**

**203-838-4801 Ext. 310**

**P&A: 04166**



**McMAHON FORD, L.L.C.**  
**QUALITY SALES AND SERVICE**  
 1 Main Street P.O. Box 2049  
 Norwalk, CT 06852-2049  
 Tel (203) 838-4801

CUSTOMER NO. <b>42549</b>	ADVISOR <b>DENISE</b>	28750	TAB NO. <b>587</b>	INVOICE DATE <b>06/21/10</b>	
	LABOR RATE <b>95.00</b>	LIC/INS NO.	MILEAGE <b>998</b>	COLOR <b>ATLANTISGRN</b>	BLACK NO. <b>10FS0471</b>
	YEAR / MAKE / MODEL <b>10/FORD/FUSION/SEL AWD</b>			DELIVERY DATE <b>05/20/10</b>	DELIVERY MILES <b>10</b>
STAMFORD, CT	VEHICLE I.D. NO. <b>3FAHP0CG0AR</b>			SELLING DEALER NO.	PRODUCTION DATE
	F.T. E. NO.	P. O. NO.	R. O. DATE <b>06/21/10</b>		
	BUSINESS PHONE	COMMENTS			
		<b>MO: 1001</b>			

LABOR & PARTS  
 ENGINE REPAIR  
 CUST STATES VEHICLE ACCELERATED BY ITSELF. CHECK VEHICLE. ROAD TEST. UNABLE TO VERIFY CUSTOMERS CONCERN. HOOK UP IDS CHECK FOR CODES, NONE. EEC TEST ALL CONTINUOUS MEMORY DTC PASS. CHECK OASIS, NO INFO. EMAIL TECH HOTLINE, NO KNOWN CONCERNS. DO NOT PERFORM ANY REPAIRS UNLESS CONCERN CAN BE DUPLICATED.

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

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

PLEASE NOTE! YOU MAY RECEIVE A FOLLOW-UP SURVEY FROM THE FORD MOTOR COMPANY. THIS SURVEY IS OUR REPORT CARD. IF FOR ANY REASON YOU CANNOT MARK "COMPLETELY SATISFIED", PLEASE CONTACT THE SERVICE MANAGER AT 203-838-4801. THANK YOU FOR YOUR BUSINESS.

LIKE OUR SERVICE? HAVE ANOTHER VEHICLE? WE CAN SERVICE MOST OTHER MAKES AND MODELS.

CUSTOMER SIGNATURE

**LIMITED WARRANTY:** We guarantee our service work on vehicles for 12 months or 12,000 miles, whichever comes first.

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 or 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.

[REDACTED]  
Stamford CT [REDACTED]  
June 22, 2010  
[REDACTED]

[REDACTED]  
Dear [REDACTED]

This is to confirm our conversation, On Wednesday, June 16<sup>th</sup>, in which I reported to you that my new Ford Fusion, with 960 miles on the odometer ( delivered to me on May 20, 2010) sped up without my foot on the accelerator and came to a stop after I crashed into the rear of a stopped suv. The car did not stop when I pushed down on the brake pedal. This occurred at 3:15 p.m. on North Avenue in Greenwich, CT., on June 16<sup>th</sup>. There was no personal injury or damage to either car

At your request , I brought the car into your repair shop to be inspected on June 21, 2010. After consultation with Ford's engineering department they were unable to provide an explanation for the occurrence nor did Ford provide a fix. At your suggestion, and Ford's, I am going to continue driving the car.

Many thanks for your understanding and cooperation regarding this matter.

Sincerely,  
[REDACTED]

Cc: National Highway Safety and Transportation Administration  
Alan Mulally-Ford Motor Co.  
Mark Field-Ford Motor Co.



---

**From:** [REDACTED]  
**Sent:** Friday, June 18, 2010 5:35 PM  
**To:** [REDACTED]  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** McMahon Ford LLC  
**Requesting Dealer/Fleet:** McMahon Ford LLC  
**Contact Person:** DENISE D'ARPA  
**Title:** SERVICE MANAGER  
**Address:** [REDACTED]  
**Telephone:** [REDACTED]  
**Email Address:** [REDACTED]  
**PA Code:** 04166  
**Region:** NEW YORK  
**City:** NORWALK  
**Dealer State:** CT  
**Fax Number:** [REDACTED]  
**WSD:** 05/20/2010  
**Vehicle Year:** 2010  
**Vehicle Model:** FUSION  
**Vehicle VIN:** 3FAHP0CG0AR [REDACTED]  
**Mileage:** 980  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** STAMFORD  
**State:** Connecticut  
**Zip Code:** [REDACTED]

6/22/2010

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** N1 - New York

**Incident Involves:** Accident

**Date of Incident:** 06/16/2010

**County in which incident occurred:** FAIRFIELD

**Is Alleging Defect:** Yes

**Alleging defect detail:** UNINTENDED ACCELERATION. CUSTOMER AFRAID TO DRIVE VEHICLE

**Police Report Filed:** No

**Insurance Company Contacted:** N

**Coach Builder State:** AK - Alaska

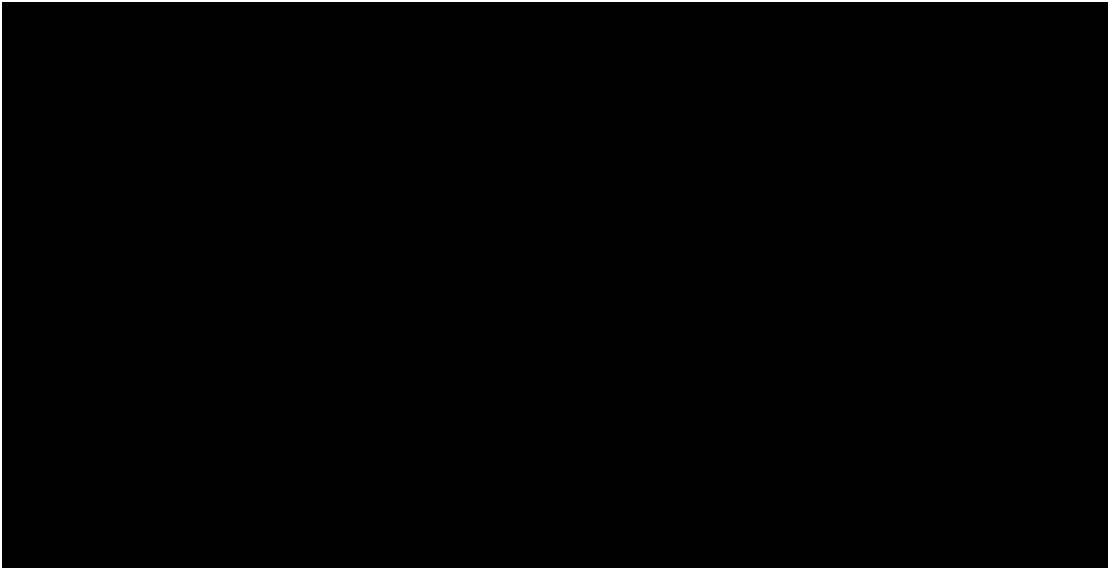
**Vehicle Location:** [REDACTED]

**Comments:** CUST WAS DRIVING ON NORTH STREET IN GREENWICH, CT. DRIVING SLOW, BUMPER TO BUMPER TRAFFIC WHEN CAR ACCELERATED ON ITS OWN AND TAPPED CAR IN FRONT OF HIM. NO DAMAGE TO VEH. CUST AFRAID TO DRIVE VEHICLE.

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

6/22/2010





12:10 7/20

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT: FORD MOTOR COMPANY**, a Delaware (AVISO AL DEMANDADO): corporation; **LOS FELIZ FORD, INC.**, dba STAR FORD, a Delaware corporation; and **DOES 1** through 20, inclusive,

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

**CONFORMED COPY  
ORIGINAL FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUN 29 2012

John A. Clarke, Executive Officer/Clerk  
BY *[Signature]* Deputy  
Raymond Sullivan

**YOU ARE BEING SUED BY PLAINTIFF:** [REDACTED] an  
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individual,

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es):  
[REDACTED]

CASE NUMBER  
(Número): [REDACTED]

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):

[REDACTED]

62-424-3293 562-595-1849  
Angela Juliano  
Clerk, by \_\_\_\_\_, Deputy  
(Secretario) (Adjunto)

DATE:  
(Fecha) JUN 2

(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]  
[REDACTED]

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



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, telephone number, and address)

[Redacted]

Long Beach, California [Redacted]

TELEPHONE NO. [Redacted] FAX NO. [Redacted]

ATTORNEY FOR (Name) [Redacted]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 STREET ADDRESS: 111 NORTH HILL STREET  
 MAILING ADDRESS: 111 NORTH HILL STREET  
 CITY AND ZIP CODE: LOS ANGELES, CA 90012  
 BRANCH NAME: STANLEY MOSK COURTHOUSE

CASE NAME: [Redacted] v. FORD MOTOR COMPANY, et al.

FOR COURT USE ONLY

CONFORMED COPY  
 ORIGINAL FILED  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF LOS ANGELES

JUN 29 2012

JOHN A. CLARK, Executive Officer/Clerk  
 BY [Signature] Deputy

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

Complex Case Designation  
 Counter  Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: [Redacted]

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (27) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a.  Large number of separately represented parties d.  Large number of witnesses  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c.  Substantial amount of documentary evidence f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): FOUR

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 6-29-12

M. Nicholas Nita, Esq. (SBN 225194) [Redacted]

- 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.



SHORT TITLE  
al.

v. FORD MOTOR COMPANY, et

CASE NUMBER

## CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

### Applicable Reasons for Choosing Courthouse Location (see Column C below)

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage)</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> </ol> |
|--|--|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (Circle one or more)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)		1., 4.	
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	



	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 4 Above)
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3. 1, 2, 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5.
		<input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2, 5, 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2, 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6.
<input type="checkbox"/> A6032 Quiet Title		2, 6.	
<input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)		2, 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2, 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Multiple Reasons (List 1-9 Above)
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8. 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2, 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 4, 8.
<input type="checkbox"/> A6100 Other Civil Petition	2, 9.		



**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<p><b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.</p>	<p>ADDRESS: 900 South Brand Boulevard</p>	
<p>CITY: Glendale</p>	<p>STATE: CA</p>	<p>ZIP CODE: 91204</p>

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the STANLEY MOSK courthouse in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 6-29-12



**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)**

Case Number \_\_\_\_\_



**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Debra Katz Weintraub	47	507
Hon. Michael P. Linfield	10	531	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. John L. Segal	50	508
Hon. Richard Fruin	15	307	Hon. Abraham Khan	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleifield	53	513
Hon. Kevin C. Brazile	20	310	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Schepfer	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Charles F. Palmer	33	409	Hon. Ramona See	69	621
Hon. Amy D. Hogue	34	408	Hon. Soussan G. Bruguera	71	729
Hon. Daniel Buckley	35	411	Hon. Ruth Ann Kwan	72	731
Hon. Gregory Alarcon	36	410	Hon. Teresa Sanchez-Gordon	74	735
Hon. Joanne O'Donnell	37	413	Hon. William F. Fahey	78	730
Hon. Maureen Duffy-Lewis	38	412	<b>Hon. Emilie H. Elias</b>	<b>324</b>	<b>CCW</b>
Hon. Michelle R. Rosenblatt	40	414	<b>Hon. Elihu M. Berle</b>	<b>323</b>	<b>CCW</b>
Hon. Ronald M. Sohigian	41	417	other		
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Fredrick C. Shaller	46	601			

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

By \_\_\_\_\_, Deputy Clerk



1 CONSUMER LEGAL SERVICES P.C.

2 [Redacted]

3 Long Beach, California

4 Telephone: [Redacted]

5 Facsimile: [Redacted]

6 Attorney for Plaintiff,

7 [Redacted]

CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUN 29 2012

John A. Clarke, Executive Officer/Clerk  
BY [Signature] Deputy  
Regina Juliano

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10 [Redacted]  
11 [Redacted] an individual, )  
12 )  
13 Plaintiff, )

CASE NO.:  
Assigned for all purposes to:  
Dept.:

14 )  
15 v. )  
16 )  
17 )  
18 )  
19 FORD MOTOR COMPANY, a Delaware )  
20 corporation; LOS FELIZ FORD, )  
21 INC. dba STAR FORD, a Delaware )  
22 corporation; and DOES 1 )  
23 through 20, inclusive, )  
24 Defendants. )

- COMPLAINT FOR DAMAGES:
- 1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
  - 2. Breach of Express Warranty under the Song-Beverly Warranty Act.
  - 3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
  - 4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED

1            PLAINTIFF [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 Riverside, County of Riverside, 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 Los Angeles, State of California, and, at all times relevant  
9 herein, was/is engaged in the manufacture, sale, distribution,  
10 and/or importing of Ford motor vehicles and related equipment.

11           3. Defendant LOS FELIZ FORD, INC. dba STAR FORD  
12 (hereinafter referred to as "Seller") is a corporation doing  
13 business in the County of Los Angeles, State of California, and,  
14 at all times relevant herein, a Manufacturer-authorized agent  
15 engaged in the business of selling/leasing and servicing and  
16 repairing Manufacturer's vehicles.

17           4. The true names and capacities, whether individual,  
18 corporate, associate, or otherwise, of the Defendants, Does 1  
19 through 20, inclusive, are unknown to Plaintiff who therefore sues  
20 these Defendants by such fictitious names. Plaintiff will seek  
21 leave to amend this Complaint to set forth their true names and  
22 capacities when they have ascertained them. Further, Plaintiff is  
23 informed and believes, and thereon alleges, that each of the  
24 Defendants designated herein as a "Doe" is responsible in some  
25 manner for the events and happenings herein referred to and caused  
26 injury and damage to Plaintiff as herein alleged.

27           5. Plaintiff is informed and believes, and thereon alleges,  
28 that at all times herein mentioned, Defendants, and each of them,



1 were the agents, servants, and/or employees of each of their Co-  
2 Defendants. Plaintiff is informed and believes, and thereon  
3 alleges, that in doing the things hereinafter alleged Defendants,  
4 and each of them, were acting in the course and scope of their  
5 employment as such agents, servants, and/or employees, and with  
6 the permission, consent, knowledge, and/or ratification of their  
7 Co-Defendants, principals, and/or employers.

8       6. Before August 26, 2009, Defendants, Manufacturer and  
9 Does 1 through 20 inclusive, manufactured and/or distributed into  
10 the stream of commerce a 2010 Ford Fusion VIN: 3FAHPOHA3AR [REDACTED]  
11 (hereinafter referred to as the "Vehicle") for its eventual  
12 sale/lease in the State of California.

13       7. On or about August 26, 2009, Plaintiff purchased, for  
14 personal, family, and/or household purposes, the subject Vehicle  
15 from the Seller for a total consideration over the term of the  
16 installment contract of \$35,058.48. Retail Installment Sale  
17 Contract is in the possession of Defendants.

18       8. The subject Vehicle was/is a "new motor vehicle" under  
19 the Song-Beverly Warranty Act.

20       9. Along with the purchase of the Vehicle, Plaintiff  
21 received written warranties and other express and implied  
22 warranties including, but not limited to, warranties from  
23 Manufacturer and Seller that the Vehicle and its components would  
24 be free from all defects in material and workmanship; that the  
25 Vehicle would pass without objection in the trade under the  
26 contract description; that the Vehicle would be fit for the  
27 ordinary purposes for which it was intended; that the Vehicle  
28 would conform to the promises and affirmations of fact made; that

1 Defendants, and each of them, would perform any repairs,  
2 alignments, adjustments, and/or replacements of any parts  
3 necessary to ensure that the Vehicle was free from any defects in  
4 material and workmanship; that Defendants, and each of them, would  
5 maintain the utility of the Vehicle for three years or 36,000  
6 miles pursuant to the basic warranty, five years or 60,000 miles  
7 pursuant to the drivetrain warranty, and would conform the Vehicle  
8 to the applicable express warranties. (A copy of the written  
9 warranty is in the possession of the Defendants).

10 10. Plaintiff has duly performed all the conditions on  
11 Plaintiff's part under the purchase agreement and under the  
12 express and implied warranties given to plaintiff, except insofar  
13 as the acts and/or omissions of the Defendants, and each of them,  
14 as alleged herein, prevented and/or excused such performance.

15 11. Plaintiff has delivered the Vehicle to the  
16 Manufacturer's authorized service and repair facilities, agents  
17 and/or dealers, including Seller, on several separate occasions  
18 resulting in the Vehicle being out of service by reason of repair  
19 of nonconformities. Repair Orders/Invoices are in the possession  
20 of Defendants.

21 12. By way of example, and not by way of limitation, the  
22 defects, malfunctions, misadjustments, and/or nonconformities with  
23 Plaintiff's Vehicle include the following: engine "whining" noise  
24 and the transmission will not shift out of 3<sup>rd</sup> gear; brake squeaks;  
25 the vehicle pulls to the left; and check engine warning light  
26 illuminations, among other concerns.

27 13. Each time Plaintiff delivered the nonconforming Vehicle  
28 to a Manufacturer-authorized service and repair facility,



1 Plaintiff notified Defendants, and each of them, of the defects,  
2 malfunctions, misadjustments, and/or nonconformities existent with  
3 the Vehicle and demanded that Manufacturer or its representatives  
4 repair, adjust, and/or replace any necessary parts to conform the  
5 Vehicle to the applicable warranties.

6 14. Each time Plaintiff delivered the nonconforming Vehicle  
7 to a Manufacturer-authorized service and repair facility,  
8 Defendants, and each of them, represented to Plaintiff that they  
9 could and would conform the Vehicle to the applicable warranties,  
10 that in fact they did conform the Vehicle to said warranties, and  
11 that all the defects, malfunctions, misadjustments, and/or  
12 nonconformities have been repaired; however, Manufacturer or its  
13 representatives failed to conform the Vehicle to the applicable  
14 warranties because said defects, malfunctions, misadjustments,  
15 and/or nonconformities continue to exist even after a reasonable  
16 number of attempts to repair was given.

17 **FIRST CAUSE OF ACTION**

18 (Breach of Implied Warranty of Merchantability under Song-  
19 Beverly Warranty Act against all Defendants)

20 15. Plaintiff realleges each and every paragraph (1-15) and  
21 incorporates them by this reference as though fully set forth  
22 herein.

23 16. The distribution and sale of the Vehicle was accompanied  
24 by the Manufacturer and Seller's implied warranty that the Vehicle  
25 was merchantable.

26 17. Furthermore, Defendants, and each of them, impliedly  
27 warranted, *inter alia*, that the Vehicle would pass without  
28 objection in the trade under the contract description; that the

1 Vehicle was fit for the ordinary purposes for which it was  
2 intended; that the Vehicle was adequately assembled; and/or that  
3 the Vehicle conformed to the promises or affirmations of fact made  
4 to Plaintiff.

5 18. As evidenced by the defects, malfunctions,  
6 misadjustments, and/or nonconformities alleged herein, the Vehicle  
7 was not merchantable because it did not have the quality that a  
8 buyer would reasonably expect, because it could not pass without  
9 objection in the trade under the contract description; because it  
10 was not fit for the ordinary purposes for which it was intended;  
11 because it was not adequately assembled; and/or because it did not  
12 or could not be conformed to the promises or affirmations of fact  
13 made to Plaintiff.

14 19. Upon discovery of the Vehicles's nonconformities,  
15 Plaintiff took reasonable steps to notify Defendants, and each of  
16 them, within a reasonable time that the Vehicle did not have the  
17 quality that a buyer would reasonably expect and, further,  
18 justifiably revoked acceptance of the nonconforming Vehicle.

19 20. On or about April 17, 2012, Plaintiff notified the  
20 Manufacturer and Seller of their breach and justifiably revoked  
21 acceptance of the nonconforming Vehicle under the Commercial Code  
22 sections 2607 and 2608. Plaintiff further demanded that the  
23 Manufacturer cancel the sale, take back the nonconforming Vehicle,  
24 refund all the money expended, pay the difference between the  
25 value of the Vehicle as accepted and the value the Vehicle would  
26 have had if it had been as warranted, and/or pay damages under the  
27 Commercial Code sections 2711, 2714, and 2715. Defendants, and  
28 each of them, have, however, refused to comply. Notification



1 Letter is in the possession of Defendants.

2 21. On or about April 17, 2012, Plaintiff also made a demand  
3 upon Manufacturer and Seller for replacement or restitution,  
4 pursuant to Song-Beverly. Defendants, and each of them, knew of  
5 their obligations under Song-Beverly; however, despite Plaintiff's  
6 demand, Defendants and each of them, have intentionally failed and  
7 refused to make restitution or replacement pursuant to Song-  
8 Beverly.

9 22. As a result of the acts and/or omissions of the  
10 Defendants, and each of them, Plaintiff has sustained damage in  
11 the amount actually paid or payable under the contract, plus  
12 prejudgement interest thereon at the legal rate. Plaintiff will  
13 seek leave to amend this Complaint to set forth the exact amount  
14 thereof when that amount is ascertained.

15 23. As a further result of the actions of Defendants, and  
16 each of them, Plaintiff has sustained incidental and consequential  
17 damages in an amount yet to be determined, plus interest thereon  
18 at the legal rate. Plaintiff will seek leave to amend this  
19 Complaint to set forth the exact amount of incidental damages when  
20 that amount is ascertained.

21 24. As a further result of the actions of Defendants, and  
22 each of them, Plaintiff has sustained damages equal to the  
23 difference between the value of the Vehicle as accepted and the  
24 value the Vehicle would have had if it had been as warranted.

25 25. As a direct result of the acts and/or omissions of  
26 Defendants, and each of them, and in pursuing Plaintiff's claim,  
27 it was necessary for Plaintiff to retain legal counsel. Pursuant  
28 to Song-Beverly, Plaintiff, in addition to her other remedies, is

1 entitled to the recovery of her attorneys' fees based upon actual  
2 time expended and reasonably incurred, in connection with the  
3 commencement and prosecution of this action.

4 SECOND CAUSE OF ACTION

5 (Breach of Express Warranty under Song-Beverly Warranty Act  
6 against all Defendants)

7 26. Plaintiff realleges each and every paragraph (1-26) and  
8 incorporates them by this reference as though fully set forth  
9 herein.

10 27. The Vehicle had defects, malfunctions, misadjustments,  
11 and/or nonconformities covered by the warranty that substantially  
12 impaired its value, use, or safety to Plaintiff.

13 28. Plaintiff delivered the Vehicle to Manufacturer or its  
14 authorized repair facilities for repair.

15 29. Defendants, and each of them, failed to service or  
16 repair the Vehicle to match the written warranty after a  
17 reasonable number of opportunities to do so.

18 30. The acts and/or omissions of Defendants, and each of  
19 them, in failing to perform the proper repairs, part replacements,  
20 and/or adjustments, to conform the Vehicle to the applicable  
21 express warranties constitute a breach of the express warranties  
22 that the Manufacturer provided to Plaintiff, thereby breaching  
23 Defendants' obligations under Song-Beverly.

24 31. Defendants, and each of them, failed to perform the  
25 necessary repairs and/or service in good and workmanlike manner.  
26 The actions taken by Defendants, and each of them, were  
27 insufficient to make the Subject Vehicle conform to the express  
28 warranties and/or proper operational characteristics of like



1 Vehicles, all in violation of Defendants' obligations under Song-  
2 Beverly.

3 32. On or about April 17, 2012, Plaintiff made a demand upon  
4 Manufacturer and Seller for replacement or restitution, pursuant  
5 to Song-Beverly. Defendants, and each of them, knowing their  
6 obligations under Song-Beverly, and despite Plaintiff's demand,  
7 failed and refused to make restitution or replacement according to  
8 the mandates of Song-Beverly. The failure of Defendants, and each  
9 of them, to refund the price paid and payable or to replace the  
10 Vehicle was intentional and justifies an award of a Civil Penalty  
11 in an amount not to exceed two times Plaintiff's actual damages.

12 33. As a result of the acts and/or omissions of Defendants,  
13 and each of them, and pursuant to the provisions of the Song-  
14 Beverly, Plaintiff is entitled to replacement of the Vehicle or  
15 restitution of the amount actually paid or payable under the  
16 contract, at Plaintiff's election, plus prejudgment interest  
17 thereon at the legal rate. Plaintiff will seek leave of Court to  
18 amend this Complaint to set forth the exact amount of restitution  
19 and interest, upon election, when that amount has been  
20 ascertained.

21 34. Additionally, as a result of the acts and/or omissions  
22 of Defendants, and each of them, and pursuant to Song-Beverly,  
23 Plaintiff has sustained and is entitled to consequential and  
24 incidental damages in amounts yet to be determined, plus interest  
25 thereon at the legal rate. Plaintiff will seek leave of the court  
26 to amend this complaint to set forth the exact amount of  
27 consequential and/or incidental damages, when those amounts have  
28 been ascertained.

1 35. As a direct result of the acts and/or omissions of  
2 Defendants, and each of them, and in pursuing Plaintiff's claim,  
3 it was necessary for Plaintiff to retain legal counsel. Pursuant  
4 to Song-Beverly, Plaintiff, in addition to other remedies, is  
5 entitled to the recovery of her attorneys' fees based upon actual  
6 time expended and reasonably incurred, in connection with the  
7 commencement and prosecution of this action.

8 **THIRD CAUSE OF ACTION**

9 (Breach of Written Warranty under Magnuson-Moss Warranty Act  
10 against all Defendants)

11 36. Plaintiff realleges each and every paragraph (1-36) and  
12 incorporates them by this reference as though fully set forth  
13 herein.

14 37. Plaintiff is a "Consumer" as defined in the Magnuson-  
15 Moss Warranty Act (hereinafter referred to as the "Warranty Act")  
16 15 USC 2301(3).

17 38. The Seller is a "Supplier" and "Warrantor" as defined by  
18 the Warranty Act, 15 USC 2301(4), (5).

19 39. The Manufacturer is a "Supplier" and "Warrantor" as  
20 defined by the Warranty Act, 15 USC 2301(4), (5).

21 40. The Vehicle is a "Consumer Product" as defined in the  
22 Warranty Act, 15 USC 2301(1).

23 41. The Vehicle was manufactured, sold, and leased  
24 /purchased after July 4, 1975.

25 42. The express warranty given by the Manufacturer  
26 pertaining to the Vehicle is a "Written Warranty" as defined in  
27 the Warranty Act, 15 USC 2301(6).

28 43. The Seller is an authorized dealership/agent of the



1 manufacturer designated to perform repairs on Vehicles under  
2 Manufacturer's warranties.

3 44. The above-described actions (failure to repair and/or  
4 properly repair the above-mentioned defects, etc.), including  
5 failure to honor the written warranty, constitute a breach of the  
6 written warranty by the Manufacturer and Seller actionable under  
7 the Warranty Act, 15 USC 2310(d)(1), (2).

8 45. As a direct result of the Manufacturer and/or Seller's  
9 acts and/or omissions, Plaintiff has suffered damages as set forth  
10 herein. Therefore, Plaintiff is entitled to a judgment and the  
11 following relief against all Defendants: (1) A declaration that  
12 acceptance has been properly revoked by Plaintiff and for damages  
13 incurred in revoking acceptance; (2) A refund of the purchase  
14 price paid by Plaintiff for the Vehicle; (3) Cancellation of  
15 Plaintiff's retail installment contract and payment in full of the  
16 balance of same; (4) Consequential, incidental, and actual damages  
17 to be proved at trial; (5) Costs and expenses including actual  
18 attorneys' fees reasonably incurred; (6) Prejudgment interest at  
19 the legal rate; and (7) Such other relief the Court deems  
20 appropriate.

21 **FOURTH CAUSE OF ACTION**

22 (Breach of Implied Warranty under Magnuson-Moss Warranty Act  
23 against all Defendants)

24 46. Plaintiff realleges each and every paragraph (1-46) and  
25 incorporates them by this reference as though fully set forth  
26 herein.

27 47. The above-described actions on the part of the Seller  
28 constitute a breach of the implied warranties of merchantability

1 actionable under the Warranty Act, 15 USC 2301(7), 2308,  
2 2310(d)(1), (2).

3 48. As a direct result of the Seller's acts and/or  
4 omissions, Plaintiff has suffered damages as set forth herein.  
5 Therefore, Plaintiff is entitled to judgment against all  
6 Defendants declaring acceptance has been properly revoked by  
7 Plaintiff and for damages incurred in revoking acceptance, for a  
8 refund of the purchase price paid by Plaintiff for the Vehicle,  
9 for cancellation of Plaintiff's retail installment contract and  
10 for payment in full by Defendants and all of them on the balance  
11 of the installment contract, for consequential, incidental, and  
12 actual damages, for costs, prejudgment interest at the legal rate,  
13 for actual attorneys' fees reasonably incurred, and such other  
14 relief the Court deems appropriate.

15 ///

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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: 6-29-12

Respectfully submitted,  
CONSUMER LEGAL SERVICES, P.C.

21  
22  
23  
24 M. Nicholas Nita, Esq.  
25 Attorney for Plaintiff,  
26  
27  
28

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.

2130 LONG BEACH BLVD.  
LONG BEACH, CA 90806  
(562) 424-3293  
FAX: (562) 595-1849  
E-MAIL: [CLS@LEMONAUTO.COM](mailto:CLS@LEMONAUTO.COM)

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

ATTORNEYS AND COUNSELORS

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

APR 24 2012

OFFICE OF THE  
GENERAL COUNSEL

April 17, 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 Fusion (VIN# 3FAHP0HA3AR [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 Fusion. 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: vehicle pulls to the left while driving, transmission not shifting properly out of 3<sup>rd</sup> gear, wrench light coming on caused by faulty throttle body. 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



OUR SERVICE DEPT. HOURS:  
 MONDAY THRU FRIDAY  
 7:00 A.M. TO 6:30 P.M.  
 SATURDAY  
 8:00 A.M. TO 5:00 P.M.  
 E.P.A. # CA0982022337

B.A.R. # REG ARD11052  
 P.A. CODE 05537

www.starautogroup.com  
 900 SOUTH BRAND BLVD. GLENDALE, CALIFORNIA 91204  
 SERVICE DIRECT: (818) 502-1901  
 (818) 956-0977 FAX: (818) 243-0578

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

CELL: [REDACTED]

CUSTOMER NO. 152568	ARTIN NORIJANIAN 362	TNG NO. 7627	INVOICE DATE 08/08/10
[REDACTED]	LABOR RATE [REDACTED]	MI LEAGE 14,683	PLATE FOXEDO BLK
HEMET, CA [REDACTED]	10/FORD/FUSION/4DR SDN I4 SE FWD	DELIVERY DATE 08/22/09	DELIVERY MILES 18
[REDACTED]	VEHICLE NAME PHOHA 3 AR [REDACTED]	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. 08/08/10
[REDACTED]	BUSINESS PHONE	COMMENTS	MO:

LABOR & PARTS

# 1 03FOZ \* BRAKE DIAG TECH(S):226 WARRANTY  
 CUST. STATES THAT BRAKES SQUEAK.  
 RESURFACED FRONT ROTORS.  
 JOB # 1 TOTAL LABOR & PARTS 0.00

# 2 05FOZORECALL FORD RECALL 1 TECH(S):654 WARRANTY  
 PERFORMED RECALL 10B15.  
 PERFORMED RECALL.  
 JOB # 2 TOTAL LABOR & PARTS 0.00

SUBLET PO# VEND INV# INV. DATE DESCRIPTION WARRANTY  
 JOB # 1 61666 32WBD3255 06/09/10 ONE DAY ESP 0.00  
 TOTAL - SUBLET 0.00

TECHNICIAN CERTIFICATION 654 CARLOS J. ORDONEZ 7513

TOTALS

Ford may be sending you a survey on the work performed today. If you are not Completely Satisfied for any reason please contact our Customer Relations Manager, Iliana 818-5024661. Star Ford Lincoln values your opinion and your business. When filling out your survey, remember this is our report card.

TOTAL LABOR 0.00  
 TOTAL PARTS 0.00  
 TOTAL SUBLET 0.00  
 TOTAL G.O.G. 0.00  
 TOTAL MISC CHG. 0.00  
 TOTAL MISC DISC 0.00  
 TOTAL TAX 0.00  
**TOTAL INVOICE \$ 0.00**

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



LINCOLN



MERCURY

In fields and Payment Cardly PRINTIME 08/22/10 12:02pm





LINCOLN MERCURY

OUR SERVICE DEPT. HOURS  
MONDAY THRU FRIDAY  
7:00 A.M. TO 6:30 P.M.  
SATURDAY  
8:00 A.M. TO 5:00 P.M.  
E.P.A. # CAD98202837

B.A.R. # REG ARD11052  
P.A. CODE 05537

www.starautogroup.com  
900 SOUTH BRAND BLVD. GLENDALE, CALIFORNIA 91204  
SERVICE DIRECT: (818) 502-1901  
(818) 958-0977 FAX: (818) 243-0578

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
06/08/10	756756	14683	362	226 654	W W	03FOZ 05FOZORECALL	* BRAKE DIAG FORD RECALL 1
08/31/09	616977L	6	245	307 330	I I	60L1ZZ 60L1Z7	LARGE VEHICLE PREP LARGE VEHICLE DETAIL

SALESPERSON NO. 380 SAID HAFEZZADA

S E R V I C E

STATE REG# 3

TERMS	VEHICLE #	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK #	V.O. NO.
CASH <input type="checkbox"/>	3FAHP0HA3AR	10/FORD/FUSION/4DR SDN I4 SE FWD		00144S	761080
CREDIT CARD <input type="checkbox"/>			DELIVERY DATE	DELIVERY MILES	EST. INVT. #/ALER. NO.
CHECK <input type="checkbox"/>			08/22/09	18	08/23/10
OTHER <input type="checkbox"/>	Hemet, CA		CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES
					TAG NO.
					3099
SAVE REMOVED PARTS FOR CUSTOMER	BUSINESS PHONE	TURBO	M/M/C	AIR COND.	P.S.
<input type="checkbox"/> YES		FOZZ			
<input type="checkbox"/> NO					
APPOINTMENT	TIME RECEIVED	DATE PROMISED	PRIORITY	MILEAGE	ADVISOR NO.
<input checked="" type="checkbox"/> YES	01:42pm	08/24/10	05:00pm	18,289	362
<input type="checkbox"/> NO					
CELL: [REDACTED]					ADVISOR
					ARTIN NORIJANIAN

I hereby authorize the repair work to be done along with the necessary material, and hereby grant your employees permission to examine the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or diagnosis. If a diagnosis is required to determine the correct condition is performed, a diagnosis and handling charge will be waived. I have read and understand the above estimate and terms. I authorize service to be performed, including labor work, and acknowledge receipt of this estimate. CUSTOMER IS HEREBY NOTIFIED THAT THE VEHICLE PROPERTY IS NOT INSURED OR PROTECTED AGAINST LOSS OCCASIONED BY THEFT, FIRE OR VANDALISM WHILE THE PROPERTY REMAINS WITH THE DEALER. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON REVERSE SIDE. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT.

CUSTOMER SIGNATURE

ORIGINAL CUSTOMER ESTIMATE:	TOTAL	E-MAIL:
X	70.00	
1 C * 03FOZALIGNFRT * FRT WHEEL ALIGN. CUST. STATES THAT VEH. PULLS TO THE LEFT. CK AND ADV.		ORIGINAL ESTIMATE \$
		REVISED ESTIMATE \$
		REASON
		AUTHORIZED BY
		DATE
		TIME
		INITIALS
		REASON
		AUTHORIZED BY
		DATE
		TWP
		IMPORTANT: REMOVE ALL PERSONAL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE.
		TEARDOWN ESTIMATE: I understand that my vehicle will be disassembled within _____ days of the date shown above if I choose not to authorize the repairs recommended.
		*By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check test indicates are necessary.*
		ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE
		WE GUARANTEE OUR LABOR 12 MONTHS OR 12,000 MILES - WHICHEVER OCCURS FIRST.
		NOTICE TO CUSTOMERS WE MAKE A SEPARATE CHARGE FOR THE STORAGE AND DISPOSAL OF TOXIC WASTES.
		RATHER THAN RECOVER THESE COSTS BY INCREASING OUR LABOR RATES TO ALL OF OUR SERVICE CUSTOMERS, WE MAKE THIS CHARGE ONLY ON THOSE PARTICULAR REPAIRS OR SERVICES WHICH GENERATE THESE WASTES.
		THERE ARE UNIFORM CHARGES WHICH ARE CALCULATED ANNUALLY FOR EACH PARTICULAR SERVICE AND ARE AVAILABLE ON REQUEST.
		PROGRAM CODE
		AUTHORIZATION #
		DEDUCTIBLE





OUR SERVICE DEPT. HOURS  
 MONDAY THRU FRIDAY  
 7:00 A.M. TO 6:30 P.M.  
 SATURDAY  
 8:00 A.M. TO 5:00 P.M.  
 E.P.A. # CAD982022337

S.A.R. # REG ARD11052  
 P.A. CODE 05537

www.starautogroup.com  
 900 SOUTH BRAND BLVD. GLENDALE, CALIFORNIA 91204  
 SERVICE DIRECT: (818) 502-1901  
 (818) 956-0977 FAX: (818) 243-0578

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

CELL: [REDACTED]

CUSTOMER NO. <b>152568</b>	ADDRESS [REDACTED]	TAG NO. <b>362 3099</b>	INVOICE DATE <b>08/31/10</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO. [REDACTED]	MILEAGE <b>18,289</b>	COLOR <b>TUXEDO BLK</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE <b>08/22/09</b>	DELIVERY MILES <b>1.8</b>	STOCK NO. <b>001445</b>
REMET, CA	VEHICLE I.D. NO. <b>3FAHP0HA3AR [REDACTED]</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/23/10</b>	REPRINT# <b>1</b>
[REDACTED]	BUSINESS PHONE	COMMENTS		

LABOR & PARTS  
 J# 1 03FOZALIGNRT \* FRT WHEEL ALIGN TECH(S):172 100.00  
 CUST. STATES THAT VEH. PULLS TO THE LEFT. CK AND ADV.  
 PERFORMED 4-WHEEL ALIGNMENT.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 1 TOTAL PARTS 0.00  
 JOB # 1 TOTAL LABOR & PARTS 100.00

J# 2 05FOZ \* DIAG AUTO TRANS TECH(S):654 680 WARRANTY  
 CUST. STATES THAT VEH. WILL NOT SHIFT OUT OF 3RD GEAR AND  
 VEH. HAS A WHINING NOISE.  
 TRANS SHIFTING NORMAL AT THIS TIME.  
 REPLACED NOISY BELT TENSIONER.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 2 1 6E5Z-6A22B-B PULLEY ASY - T WARRANTY 0.00  
 JOB # 2 TOTAL PARTS 0.00  
 JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3+01FOZLOF MAINTENANCE PACK TECH(S):792 20.33  
 MAINTENANCE PACK  
 TEST BATTERY, CHANGE OIL AND FILTER, TOP OFF ALL FLUIDS,  
 ROTATE TIRES, CHECK BRAKES, CHECK TIRE PRESSURE AND  
 TREAD DEPTH.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 3 1 BEBZ-6731-AB FILTER ASY - D 5.00 5.00  
 JOB # 3 TOTAL PARTS 5.00  
 JOB # 3 TOTAL LABOR & PARTS 25.33

J# 4+01FOZ99P FORD MULTI POINT INS TECH(S):792  
 PERFORM MULTI-POINT INSPECTION

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 4 TOTAL PARTS 0.00  
 JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5+00FOZGBATT BATTERY TECH(S):792  
 BATTERY TESTS GOOD  
 BATTERY  
 BATTERY TESTS GOOD

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 5 TOTAL PARTS 0.00  
 JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6+00FOZGRK GBK TECH(S):792 0.00  
 BRAKES LINING GOOD AT THIS TIME



FORD LINCOLN MERCURY





B.A.R. # REG ARD11052  
P.A. CODE 05537

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SERVICE DIRECT: (818) 502-1901  
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OUR SERVICE DEPT. HOURS  
MONDAY THRU FRIDAY  
7:00 A.M. TO 8:30 P.M.  
SATURDAY  
8:00 A.M. TO 5:00 P.M.  
E.P.A. # CAD882022337

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

CELL: [REDACTED]

CUSTOMER NO. 152568	ADVISOR ARTIN NORIJANIAN 362	TAG NO. 3099	INVOICE DATE 08/31/10
[REDACTED]	[REDACTED]	MILEAGE 18,289	COLOR TUXEDO BLK
[REDACTED]	YEAR / MAKE / MODEL 10 / FORD / FUSION / 4DR SDN I4 SE FWD	DELIVERY DATE 08/22/09	STOCK NO. 001445
REMIET, CA	VEHICLE I.D. NO. 3FAHP0HA3AR	SELLING DEALER NO.	DRIVE MILES 18
[REDACTED]	P.T.E. NO.	R.O. DATE 08/23/10	REPRINT# 1
[REDACTED]	BUSINESS PHONE	COMMENTS	

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 6 TOTAL PARTS	0.00
			JOB # 6 TOTAL LABOR & PARTS	0.00
J# 7-00F0ZGTIRE			GTIRE	
			TIRES ARE GOOD AT THIS TIME	
			TECH(S):792	0.00

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 7 TOTAL PARTS	0.00
			JOB # 7 TOTAL LABOR & PARTS	0.00
J# 8-00F0ZNEXTAPPT			NEXT APPT. DATE	
			CUSTOMERS NEXT SERVICE APPOINTMENT DATE	
			NEXT SERVICE APPT. DATE	
			ESTIMATED NEXT SERVICE APPT. DATE 02-26-11 OR 23K.	
			TECH(S):792	0.00

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 8 TOTAL PARTS	0.00
			JOB # 8 TOTAL LABOR & PARTS	0.00

SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	WARRANTY
JOB # 2	64316			FIVE DAYS ESP @28.	
				TOTAL - SUBLET	0.00

G.O.G. & SUPPLIES	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	5.0		5/20 ENGINE OIL @	3.750 /UNIT
JOB # 3	1.0		CHASSIS GREASE @	1.700 /UNIT
			TOTAL - GOG	20.45

MISC	CODE	DESCRIPTION	CONTROL NO.
JOB # 1	DPTS	PARTS DISCOUNT	
JOB # 3	HWO	HAZ WASTE-OIL	
		TOTAL - MISC	-18.83

ESTIMATE  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$70.00 (+TAX)  
 APPROVED REVISED ESTIMATE (# 1) OF \$150.00 (+TAX) ON 08/26/10 AT 03:59pm  
 BY CLAIR COMMENTS 4-WHEEL ALIGNMENT.  
 TECHNICIAN CERTIFICATION  
 654 CARLOS J ORDONEZ 7513  
 680 MARTIN RODRIGUEZ 9808



L I N C O L N M E R C U R Y



B.A.R. # REG ARD110S2  
P.A. CODE 05687

www.starautogroup.com  
900 SOUTH BRAND BLVD. GLENDALE, CALIFORNIA 91204  
SERVICE DIRECT: (818) 502-1901  
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OUR SERVICE DEPT. HOURS:  
MONDAY THRU FRIDAY  
7:00 A.M. TO 5:30 P.M.  
SATURDAY  
8:00 A.M. TO 5:00 P.M.  
E.P.A. # CAD982022337

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

CELL: [REDACTED]

CUSTOMER NO. <b>152568</b>	ADVISOR <b>ARTIN NORIJANIAN</b>	362	TAG NO. <b>3099</b>	INVOICE DATE <b>08/31/10</b>	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	MILEAGE <b>18,289</b>	COLOR <b>TUXEDO BLK</b>	STOCK NO. <b>00144S</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>			DELIVERY DATE <b>08/22/09</b>	DELIVERY MILES <b>18</b>
HEMET, CA	VEHICLE I.D. NO. <b>3FAHP0HA3AR [REDACTED]</b>			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	B.T.E. NO.	P.O. NO.	R.O. DATE <b>08/23/10</b>		REPRINT# <b>1</b>
[REDACTED]	BUSINESS PHONE	COMMENTS			

TOTALS:

Ford will be sending you a survey on the work performed today. If you are not completely satisfied please call me before sending in your survey.  
THIS IS MY REPORT CARD

THIS SURVEY IS RETURNED TO THE DEALER.  
PLEASE BE CAREFUL WHEN FILLING OUT THE SURVEY.

TOTAL LABOR....	120.33
TOTAL PARTS....	5.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	20.45
TOTAL MISC CHG.	1.17
TOTAL MISC DISC	-20.00
TOTAL TAX.....	0.54

**TOTAL INVOICE \$ 127.49**

CUSTOMER SIGNATURE

[Faint signature and stamp]



LINCOLN



MERCURY

*Cash*

**PAID**

AUG 31 2010

STAR FORD





# Ford of Orange

1360 W. KATELLA AVE., ORANGE, CA 92867-3524  
PHONE (714) 833-1044  
www.fordoforange.com

SERVICE DEPT HOURS:  
MONDAY - FRIDAY 7:00 AM - 6:00 PM  
SATURDAY 7:00 AM - 4:00 PM  
SUNDAY 10:00 AM - 4:00 PM

B.A.R. LIC. NO. ARD 178638

ALL PARTS LISTED ARE NEW UNLESS OTHERWISE INDICATED.

E.P.A. # CAR000047704

DATE	TIME	PERSON CONTACTED	PHONE?	ADV. #	REVISION

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

Labor charges are based on predetermined flat rate amounts. They are not necessarily indicative of the actual time spent by the technician(s) to perform a particular repair or service.

RC	Est#	Advisor	Added	License	
67426	5462	636 SCOTT BOISVERT	03/03/12 10:58	CA 6KJA296	3FAHP0HA3 AR [REDACTED]

Customer Information:  
 [REDACTED]  
 Home: [REDACTED]  
 GARDEN GROVE, CA [REDACTED]  
 ORANGE [REDACTED]

Vehicle Information:  
 10 FORD FUSION 4DR SDN SE BLACK Odometer: 37473  
 ENGINE-2.5L DURATEC I-4

Wrench	Operator	Customer Concern
24	SS 99P	MULTIPOINT INSPECTION
51	C	CUSTOMER STATES THAT THE WRENCH LIGHT COMES ON WHEN DRIVING-CHECK AND ADVISE.
SK/ET/Tech:		01-1.6

Additional Information:  
 Dist: 1FA Fuel: UNI Estimated Completion: 03/03/12 15:00

RC Description:  
 SVC Note: First Visit

Method of Payment:  
 CUS CUSTOMERPAY CA - CASH DUE

HAZARDOUS WASTE FEE: REMOVAL CHARGE FOR ALL HAZARDOUS MATERIALS REMOVED FROM YOUR AUTOMOBILE, THAT MUST BE DISPOSED OF AS A HAZARDOUS WASTE.

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

ESTIMATES	
HAZARDOUS WASTES	_____
ORIGINAL EST.	_____
TOTAL	_____

TERMS CASH; UNLESS ARRANGEMENTS MADE I hereby authorize the following 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. Please read warranty information & conditions on reverse side of this contract.

CUSTOMER ACKNOWLEDGES RECEIPT OF COPY HEREOF  
Cust. Sign X \_\_\_\_\_





# Ford of Orange

1350 W. KATELLA AVENUE ORANGE, CALIFORNIA 92667-3524  
 www.fordoforange.com  
 PHONE (714) 633-1044

B.A.R. # ARD 178638 E.P.A. NO. CAR000047704

PROGRAM CODES	MICRO REFERENCE NUMBER	
REPAIR 1		
REPAIR 2	Authorized Signature And Date	
REPAIR 3	APPROVAL CODE OR NO.	COMPLIMENT CODE

**SERVICE DEPT. HOURS:**  
 MONDAY - FRIDAY  
 7:00 AM - 6:00 PM  
 SATURDAY  
 7:00 AM - 4:00 PM  
 SUNDAY  
 10:00 AM - 4:00 PM

**TO ALL OUR SERVICE DEPARTMENT CUSTOMERS:**

We will be charging a surcharge on all service department repair orders in which automotive fluids have been drained. In accordance with the State of California regulations concerning the dumping of hazardous waste, this charge will be imposed with reference to engine oils, transmission oils and fluids, and antifreeze. The Environmental Protection Agency has strict laws as to the disposition of these fluids to make our state a cleaner and healthier place to live and work in.

ANY CLAIMS MUST BE ACCOMPANIED BY THIS INVOICE WARRANTY INFORMATION. FOR COMPLETE DETAILS PLEASE REFER TO THE BACK SIDE OF YOUR REPAIR ORDER. ALL PARTS LISTED ARE NEW UNLESS OTHERWISE INDICATED. "RM" DENOTES REMANUFACTURED PART.

DATE	TIME	PERSON CONTACTED	PHONE?	ADV. #	REVISION

Adv: 536 SCOTT BOISVERT	Tag: 5462	License: [REDACTED]	3FAHE0H3 AR [REDACTED]	Page: 1	Invoice: [REDACTED]
Invoice to: [REDACTED]			Driver/Owner Information: [REDACTED]		
GARDEN GROVE, CA Home: [REDACTED]			GARDEN GROVE, CA Home: [REDACTED]		
For Office Use:			Vehicle Information:		
Odometer: In: 3773 Out: 3750		Disc: 1FA INT I	Pedim	10 FORD FUSION SE, 4DR, BDN BLACK	
		Stock#: 00247357	Inv Acct: 7750		
Begin: 03/03/12	Done: 03/06/12	Invoiced: 03/06/12 16:06 SB			
Customer Concern					
Concern 24	MULTIPOINT INSPECTION			Operation	Tech Units Amount
Correction	CHECK BUSH DEF BALL JOINT CARD			99P	652 0.2 \$ 0.00
24-1	CHECKED BATTERY TESTED -OK-			BATT	652 0.0 0.00
24-2	TYRE TREAD IS MARGINAL, TYRES REQUIRE REPLACEMENT SOON			TYRE	652 0.0 0.00
24-3	BRAKE LININGS OK AT THIS TIME			GBK	652 0.0 0.00
24-4	W/ONT FRONT LEFT FRONT RIGHT REAR LEFT REAR			TPI	652 0.0 0.00
Comment	TYRE PRESSURE READING: Each 652 MOWEY, MARTIN			Subtotal	
Type: I				TOTAL CHARGE FOR CONCERN 0.00	
Concern 51	CUSTOMER STATES THAT THE WRENCH LIGHT COMES ON WHEN DRIVING-CHECK AND ADVISE.			Operation	Tech Units Amount
Correction	TESTED SEC SYSTEM NO FAULTS STORED NO DTC'S AVAIL CHECK FOR SSB OR TSB NONE FOUND ROADTEST VEHICLE 43 MILES UNABLE TO VERIFY ANY CONCERN AT THIS TIME. CUSTOMER TO PICK UP VEHICLE ON THURSDAY 3/8/12			51	652 0.0 0.00
Type: I				Subtotal	
Summary of Charges for Invoice 4867425			Payment Distribution for Invoice 4867425		
TOTAL CHARGE 0.00		INTERNAL TOTAL CHARGE 0.00		0.00	
If you have any questions - Please call SCOTT BOISVERT					

THANK YOU FOR YOUR PATRONAGE!

DISCLAIMER OF WARRANTIES: THE SELLER HEREBY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE SELLER ASSUMES NO AUTHORITY ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PARTS.

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





LINCOLN MERCURY

OUR SERVICE DEPT. HOURS:  
MONDAY THRU FRIDAY  
7:00 A.M. TO 6:30 P.M.  
SATURDAY  
8:00 A.M. TO 5:00 P.M.  
E.P.A. # QAD982022337

B.A.R. # REG ARD1 1052  
P.A. CODE 05537

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SERVICE DIRECT: (818) 502-1901  
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RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
08/23/10	761080	18289	362	172 654 792 792 792 792	C W C C C C	03FOZALIGNFRT 05FOZ 01FOZLOF 01FOZ99P 00FOZGBATT 00FOZGBK	* FRT WHEEL ALIGN * DIAG AUTO TRANS MAINTENANCE PACK FORD MULTI POINT INS GBATTERY GBK

SALESPERSON NO. 380 SAID HAFEZZADA

SERVICE

STATE REG# 3

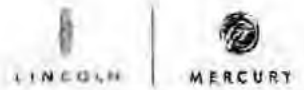
TERMS CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> INTERNATIONAL <input type="checkbox"/> OTHER <input type="checkbox"/>	VEHICLE ID. NO. <b>3FAHP0HA3AR</b>	YEAR/MAKE/MODEL <b>10/FORD/FUSION/ADR SDN T4 SE FWD</b>	PRODUCTION DATE <b>08/22/09</b>	STOCK NO. <b>001445</b>	LICENSE NO. <b>793388</b>	R.O. NO. <b>04/07/12</b>
SAVE REMOVED PARTS FOR CUSTOMER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	RESIDENCE PHONE <b>HEMET, CA</b>	CUSTOMER NO. <b>152568</b>	DELIVERY DATE <b>08/22/09</b>	DELIVERY MILES <b>18</b>	SELLING DEALER NO. <b>8450</b>	R.O. DATE <b>04/07/12</b>
APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUSINESS PHONE	COLOR <b>TUXEDO BLK MET/CH</b>	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	LAB NO.
CELL: <b>[REDACTED]</b>	ADVISOR NO. <b>551</b>	TURBO <input type="checkbox"/> M/MC <input type="checkbox"/> AIR COND. <input type="checkbox"/> P.S. <input type="checkbox"/> TRANS <input type="checkbox"/>	MILEAGE <b>39,236</b>	ADVISOR <b>LINSTE ROBINSON</b>	I hereby authorize the repair work to be done along with the necessary material, and I hereby grant your employees permission to examine the vehicle herein specified on streets, highways or elsewhere for the purpose of testing and/or inspection. If suspension is involved, a customer's signature is required before authorized service is performed. A diagnostic and handling charge will be made. I have read and understand the above conditions and terms. I authorize service to be performed, including wheel work, and acknowledge receipt of this estimate. CUSTOMER IS HEREBY NOTIFIED THAT THIS SAID PROPERTY IS NOT INSURED ON PROTECTED AGAINST LOSS OCCURRED BY THEFT, FIRE OR VANDALISM WHILE THE PROPERTY REMAINS WITH THE DEALER. NOTICE TO CONSUMER PLEASE READ IMPORTANT INFORMATION ON REVERSE SIDE CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREIN. SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT.	
CUSTOMER SIGNATURE <b>[REDACTED]</b>						

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X  
1 W 05FOZ \* DIAG AUTO TRANS  
CUSTOMER STATES WHILE DRIVING THE WRENCH LIGHT COMES ON AND WONT SHIFT CHECK AND ADVISE

ORIGINAL ESTIMATE \$	HAS WARRANTY HOLD #	ESTIMATE \$	ADDITIONAL COST \$
REASON	CONTACTED BY	DATE	TIME
AUTHORIZED BY <input type="checkbox"/> PERSON <input type="checkbox"/> PHONE #	DATE	TIME	
REASON	CONTACTED BY	DATE	TIME
AUTHORIZED BY <input type="checkbox"/> PERSON <input type="checkbox"/> PHONE #	DATE	TIME	
IMPORTANT: REMOVE ALL PERSONAL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE.			
TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within _____ days of the date shown above if I choose not to authorize the service recommended.			
"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check test indicates are necessary."			
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.			
WE GUARANTEE OUR LABOR 12 MONTHS OR 12,000 MILES - WHICHEVER OCCURS FIRST.			
NOTICE TO CUSTOMERS WE MAKE A SEPARATE CHARGE FOR THE STORAGE AND DISPOSAL OF TOXIC WASTES. RATHER THAN RECOVER THESE COSTS BY INCREASING OUR LABOR RATES TO ALL OF OUR SERVICE CUSTOMERS, WE MAKE THIS CHARGE ONLY ON THOSE PARTICULAR REPAIRS OR SERVICES WHICH GENERATE THESE WASTES. THESE ARE UNIFORM CHARGES WHICH ARE CALCULATED ANNUALLY FOR EACH PARTICULAR SERVICE AND ARE AVAILABLE ON REQUEST.			
PROGRAM CODE	AUTHORIZATION #	DEDUCTIBLE	





www.starautogroup.com  
 900 SOUTH BRAND BLVD. GLENDALE, CALIFORNIA 91204  
 SERVICE DIRECT: (818) 502-1901  
 (818) 956-0977 FAX: (818) 243-0578

B.A.H. # REG ARD11052  
 P.A. CODE 05537

OUR SERVICE DEPT. HOURS:  
 MONDAY THRU FRIDAY  
 7:00 A.M. TO 6:30 P.M.  
 SATURDAY  
 8:00 A.M. TO 5:00 P.M.  
 E.P.A. # CAD982022337

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

CELL: [REDACTED]

CUSTOMER NO <b>152568</b>	ADVISOR <b>LINSIE ROBINSON</b>	551 TAG NO. <b>8450</b>	INVOICE DATE <b>04/11/12</b>
[REDACTED]	LABOR RATE [REDACTED]	MILEAGE <b>39,236</b>	COLOR <b>TUXEDO BLK</b>
HEMET, CA	YEAR / MAKE / MODEL <b>10 / FORD / FUSION / 4DR SDN I4 SE FWD</b>	DELIVERY DATE <b>08/22/09</b>	STOCK NO. <b>001445</b>
[REDACTED]	VEHICLE ID NO. <b>3FAHP0HA3AR [REDACTED]</b>	SELLING DEALER NO.	DELIVERY MILE <b>18</b>
[REDACTED]	F.T.E. NO.	P.O. NO.	REPRINT# <b>1</b>
[REDACTED]	BUSINESS PHONE	COMMENTS	MO: <b>39246</b>

LABOR & PARTS

J# 1 05FOZ \* DIAG AUTO TRANS TECH(S):838 WARRANTY  
 CUSTOMER STATES WHILE DRIVING THE WRENCH LIGHT COMES ON AND  
 WONT SHIFT CHECK AND ADVISE  
 IDS DIAGNOSIS KOEO PASS CONT P2135 P2111 PIN POINT TEST  
 REPLACED FAULTY THROTTLE BODY ASSY. RETEST OK CLEARED  
 CODES

PARTS-----QTY----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 1 1 0572-9E926-A THROTTLE BODY WARRANTY  
 JOB # 1 TOTAL PARTS 0.00  
 JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2+25FOSTRINC2 STAR RENTAL 2 TECH(S):0 WARRANTY  
 LINCOLN RENTAL CAR # 2  
 VIN # 2LMDJ6JK4 [REDACTED]  
 RENTAL  
 RENT LINCOLN VIN # 2LMDJ6JK4 [REDACTED]  
 4 DAY LOANER

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

J# 3+01FOZWRKS THE WORKS GAS TECH(S):520 20.33  
 THE WORKS CHANGE OIL AND FILTER, TIRE ROTATION AND  
 MULTI-POINT INSPECTION  
 THE WORKS  
 THE WORKS GAS ENGINE

PARTS-----QTY----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 3 1 BE82-6731-AB FILTER ASY 0 5.00  
 JOB # 3 TOTAL PARTS 5.00  
 JOB # 3 TOTAL LABOR & PARTS 25.33

J# 4+01FOZ99P FORD MULTI POINT TECH(S):520 0.00  
 PERFORM MULTI-POINT INSPECTION  
 PERFORMED INSPECTION

PARTS-----QTY----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 JOB # 4 TOTAL PARTS 0.00  
 JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5+01FOAIRPRESSURE CHECK TIRE PRESSURE COLN TECH(S):520 MERCURY  
 CHECK TIRE AIR PRESSURE  
 RF  
 LF  
 RR  
 LR  
 TIRE PRESSURE REGULATION  
 SET TIRE PRESSURE TO SPECS PER CARB REGULATION









BEGINNING OF CONTACT  
09/19/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07 55.01

REGION: W1 LOS ANGELES OGC ISSUE  
VIN: 3FAHP0JA7AR [REDACTED] ZONE: A01  
ENGINE: A VEH TYPE: C CASE NBR: 571762622  
OPENED: 2012/09/18  
CLOSED: 2012/09/18

LAST NAME: [REDACTED] STATUS: CLOSED  
TITLE: MS. FIRST NAME: [REDACTED] MI:  
ADDRESS: [REDACTED] CITY: COVINA STATE: CA ZIP: [REDACTED]  
HOME PHONE: [REDACTED] MODEL YEAR: 2010 MODEL: FUSION  
MILEAGE: 36000 SALES CODE: F71040 P & A: 05373  
DEALER NAME: GALPIN FORD REASON CODE: 0796 LEGAL - ALLEGED INJURY  
SYMPTOMS: 612593 SURGE ACCELERATION ALL ENGINE TEMP

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE  
ACTION: T1120 - TIER ONE CLOSE ISSUE  
DOCUMENT: ANALYST: DJENNI42 JENNINGS, DIANE

DATE: 2012/09/18 TIME: 15:52:56  
ACTION DATA/COMMENTS:

-CUST STATES -THE VEH SURGED AND TOOK OFF -THE BRAKES DID NOT WORK -THE SEAT BELTS DID NOT WORK -THE VEH HIT ANOTHER CAR AND THEN THAT CAR HIT ANOTHER VEH=CUST HAS BEEN COMPLAINING ABOUT THE VEH SINCE SHE BOUGHT IT 1. DATE OF THE ACCIDENT 9/12/12 2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT-SURGED WAS GOING AT 40 MPH IT TOOK OFF QUICKLY AND HIT 2 OTHER VEHICLES 3. IF THERE WERE ANY INJURIES SUSTAINEDYES INJURIES TO NANCY AND ANOTHER PERSON4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED IZUA CA ?? CUST SAID SHE DID NOT KNOW 5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.YES 6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. INCONCLUSIVE RULED OUT MATS AND OTHER THINGS7. 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. YES THE INSURANCE COMPANY SAID TO CALL FMC FIRST STATE FARM 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, HAT IS THE STATUS OF THE CLAIM. THEY SAID TO CALL FMC FIRST 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE NO CUST WAS TOLD IT WAS TOTALED 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING CUST INSURANCE NEEDS TO HAVE THE VEH CHECKED OUT RIGHT AWAY -DLRSHIP INFO GALPIN FORD15505 ROSCOE BOULEVARDNORTH HILLS CA 91343(818) 787-3800 -CRC ADVISED "I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN."\*\*NOTE TO CCR: USE CORRECT SYMPTOM FOR ALLEGED DEFECTIVE SYSTEM (FIRE/SMOKE AS SYMPTOM FOR ALL INCIDENCES INVOLVING VEHICLE FIRE). VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT ALL REQUIRED INFORMATON OF INCIDENT/ACCIDENT PER AAF.\*-VERIFIED ADDRESS -STATE FARM CLAIM NUMBER [REDACTED]

CONSUMER AFFAIRS

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BEGINNING OF CONTACT  
02/16/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.11

REGION: G2 DETROIT OGC ISSUE CASE NBR: 1411970402  
VIN: 3FAHP0HA4AF [REDACTED] ZONE: A02 OPENED: 2012/02/15  
ENGINE: A VEH TYPE: C CLOSED: 2012/02/15

LAST NAME: [REDACTED] STATUS: CLOSED  
TITLE: MS FIRST NAME: [REDACTED] MI:  
ADDRESS: [REDACTED] CITY: DETROIT STATE: MI ZIP: [REDACTED]  
HOME PHONE: [REDACTED] MODEL: 2010 FUSION  
MILEAGE: 19000 MODEL: FUSION  
DEALER NAME: ROY O'BRIEN, INC. SALES CODE: F48010 P & A: 02934  
REASON CODE: 0772 LEGAL - ACCIDENT  
SYMPTOMS: 612500 SURGE ACCELERATION

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC  
DOCUMENT: ANALYST: MQUALIS QUALIS, MARCELA

DATE: 2012/02/16 TIME: 14.53.08:  
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CUST STATES THAT HER VEH IS IN THE SHOP AND HAS BEEN THERE SINCE THE 3RD OF JANUARY-CUST STATES THAT IT'S BEEN IN FOUR OR FIVE TIMES-CUST STATES THAT WAS BACKING INTO HER DRIVEWAY AND THE VEH ACCELERATED AND PUT HER THROUGH THE GARAGE DOOR AND BRICK WALL AND INTO THE BACK YARD1 DATE OF THE ACCIDENT JANUARY 3, 20122. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT2010 FUSION - SUDDEN ACCELERATION3. IF THERE WERE ANY INJURIES SUSTAINED4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED YES6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. CUST DOESN'T KNOW7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED. 12010400808. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY. YES, BUT SHE BEING TOLD SHE NEEDS FORD'S APPROVAL TO LOOK AT THE VEH9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.OPEN10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.BODY SHOP HAS REPAIRED THE COSMETIC DAMAGE TO THE CAR BUT THE CAUSE OF THE SUDDEN ACCELERATION HAS NOT BEEN DETERMINED11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKINGSEEKING TO GET APPROVAL TO DETERDEALER SAID: [REDACTED] INC.22201 NINE MILE RD ST CLAIR SHORES MI 48080(586) 776-7600CRC 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.

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2. 22. 17

There are other copies of Maintenance  
work that was done before this, left in  
the car, and I'm sure Roy Owen has seen  
of the times it was brought in for the same  
thing at least 2 times, & I was getting  
ready to take it back right after New Year  
before the accident occurred in my  
way:







Prior to this occurrence the motor would accelerate in the same manner whether going forward or backwards. I have taken my vehicle to the dealership's service department on at least five occasions with this same complaint prior to 01/03/2012.

















Rr Cover



Absorber



Absorber / Lt Corner of Bar Bent





Impact Bar pulled Rr Body Panel



Rr Body Panel Torn



Lt T/L



Lt 1/4





Lt 1/4



Lt Bumper Side Reinf.









Damage on Rt 1/4







Back Glass



Back Glass into Roof



Rt Uniside

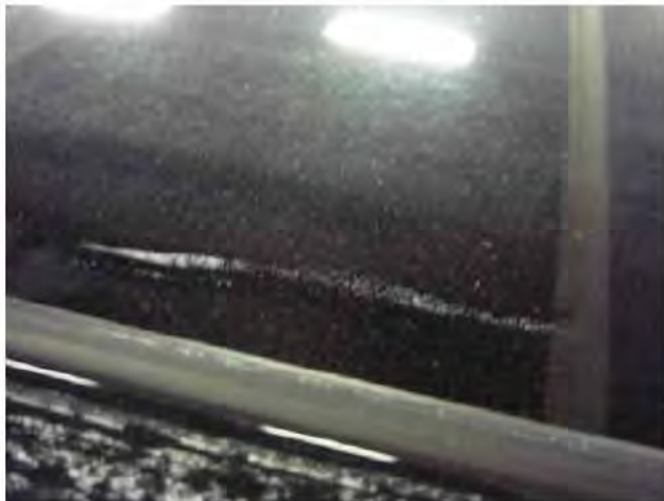


Rt Uniside / Roof Rail





Rt Unside / Roof



Roof



Roof into W'shield



Hood





Hood near Cowl



W'shield Scratches



Tear on Lt Inner 1/4





Lock Cylinder R&I



Damage to Rt Fender



Overall photo of Hood





Lt 1/4 Liner



Rt Fender Liner Overlaps



Roof Molding damaged upon attempted R&I



Adhesive tape and Epoxy behind Roof Moldings





BEGINNING OF CONTACT  
10/15/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.26

REGION: G2 DETROIT OGC ISSUE CASE NBR: 470860710.  
VIN: 1FMCU03729K [REDACTED] ZONE: A02 OPENED: 2010/10/14  
ENGINE: 7 VEH TYPE: T CLOSED: 2010/10/14

LAST NAME: [REDACTED] I STATUS: CLOSED  
TITLE: MS FIRST NAME: [REDACTED] MI: R  
ADDRESS: [REDACTED] CITY: STERLING HEIGHTS STATE: MI ZIP: [REDACTED]  
HOME PHONE: [REDACTED] MODEL YEAR: 2009 MODEL: ESCAPE  
MILEAGE: 26000 SALES CODE: F48010 P & A: 02934  
DEALER NAME: ROY O'BRIEN, INC.  
REASON CODE: 0772 LEGAL - ACCIDENT  
SYMPTOMS: 612600 SURGE CRUISE

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC  
DOCUMENT: ANALYST: KGOWINS GOWINS, KEISHA

DATE: 2010/10/14 TIME: 13.40.27 :  
ACTION DATA/COMMENTS:

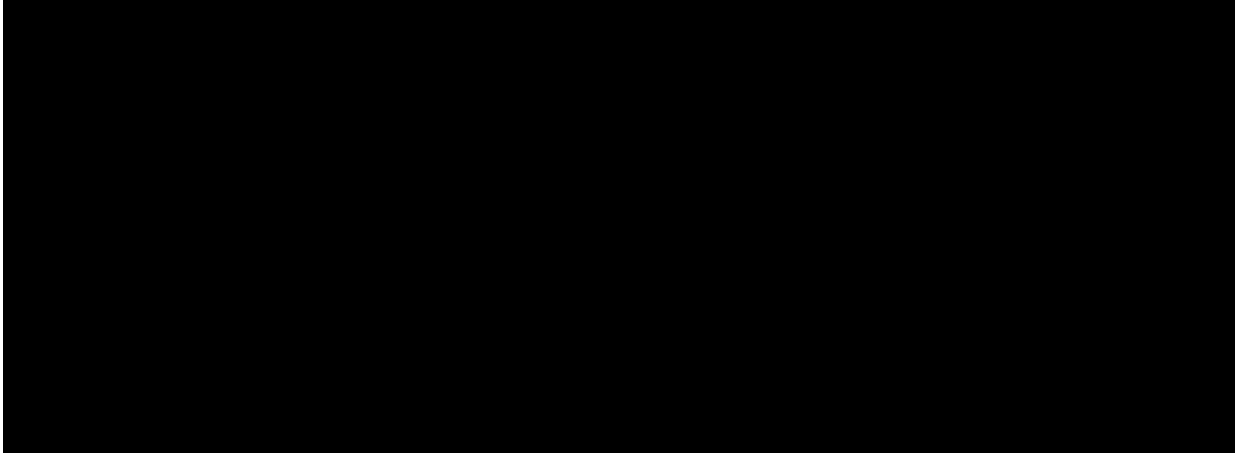
CUSTOMER SAID: HAS A CLAIM AND RECEIVED LETTER TO CALL IN  
-STATES SHE HAD CAR A FEW MONTHS AND IT DIDN'T SOUND RIGHT  
-WENT TO GET OIL CHANGED AND WAS TOLD TRANSMISSION FLUID  
WAY TOO DARK-TOOK BACK TO DLRSH AND THEY DIDN'T EVEN LOOK  
AT IT BUT TOLD HER THEY GOT A LETTER FROM FORD STATING  
TRANSMISSION FLUID WAS CHANGED AND THAT WAS NORMAL  
COLOR-CAR STARTED TO SOUND WORSE WAS ADVISED TO TAKE  
VEHICLE TO ANOTHER DLRSH AND IT SOUNDED LIKE TRANSMISSION  
FLUID BURNED-WAS TOLD CAR COULDN'T BE MOVED BY ELDER FORD  
-WAS TOLD CAR HAD RECALL AND HAD TO DO WHOLE TRANSMISSION  
-STATES CAR STILL DIDN'T FEEL OR SOUND RIGHT WAS GONNA TAKE IT  
BACK AND GOT INTO A CAR ACCIDENT -CAR LUNGED FORWARD ON ITS  
ON WHILE CRUISING IN TRAFFIC-07/25/10 -CAR LUNGED FORWARD -NO  
INJURIES-IN TRAFFIC -RECEIVED TICKET FROM POLICE DEPARTMENT  
-JUST TOLD AT FAULT-TICKET NUMBER 10WR02842-YES FILED WITH  
INSURANCE-NOT SURE OF STATUS-WOULD LIKE FOR FORD TO PAY CAR  
OFF THE ONE SHE HAD TO PURCHASE--CUSTOMER STATES HAS HIRED  
ATTORNEY TO GO TO COURT FOR HER-ONE OF THE DRIVERS ALSO  
WENT TO COURT AND SHE HAS TO PAY HIM \$300 TOWARDS HIS  
DEDUCTIBLEPLUS HER LAWYERS FEE-ATTORNEY PATRICIA  
MACERONIDEALER SAID: ROY O'BRIEN, INC 22201 NINE MILE RDST  
CLAIR SHORES MI 48080(586) 776-7600CRC 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.

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GENERAL COUNSEL

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10/15/2010 FAXOGC2 CONFIDENTIAL





BEGINNING OF CONTACT  
06/10/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.23

REGION: W5 SEATTLE OGC ISSUE  
VIN: 3FADP0L35AR [REDACTED] ZONE: A01 CASE NBR: 550341591  
ENGINE: 3 VEH TYPE: C OPENED: 2011/06/09  
CLOSED: 2011/06/09

LAST NAME: [REDACTED] STATUS: CLOSED  
TITLE: MR FIRST NAME: [REDACTED] MI: H  
ADDRESS: [REDACTED]  
CITY: MOUNT VERNON STATE: WA ZIP: [REDACTED]  
HOME PHONE: [REDACTED]  
MODEL YEAR: 2010 MODEL: FUSION  
MILEAGE: 12815  
DEALER NAME: BICKFORD MOTORS, INC SALES CODE: F74540 P & A: 06680  
REASON CODE: 0772LEGAL - ACCIDENT  
SYMPTOMS: 620900ENG SPEED-UP SUDDEN ACCELERATION

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION; PHONE  
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC  
DOCUMENT: ANALYST: CALLEN47 ALLEN (CALLEN47).CHARMAINE

DATE: 2011/06/09 TIME: 14.36.16  
ACTION DATA/COMMENTS:

CUSTOMER SAID: WIFE, [REDACTED], WAS PARKING CAR YESTERDAY AND THERE WAS A 2010 FORD FUSION HYBRID. THERE WAS SUDDENT ACCELERATION WHEN SHE WAS PARKING. VEH WENT OVER AN EMBANKMENT ALMOST INTO A RIVER. THERE WAS DAMAGE TO THE CAR BEFORE THIS HAPPENED, THERE WAS A HUGE WHINING SOUND AND THEN IT ACCELERATED. ---JUST PAST THE EMBANKMENT WAS A RIVER, SHE MANAGED TO STOP IT WITH BOTH FEET ON BRAKE PEDAL AND FORCED THE SHIFTER INTO PARK. ---CONTACTED INSURANCE COMPANY - INSURANCE WILL NOT PAY FOR ANYTHING, THEY WANT TO WORK WITH THE DEALER AND INVESTIGATE. INSURANCE WILL NOT AUTHORIZE RENTAL UNTIL IT IS ACTUALLY BEING REPAIRED.---FILED A REPORT WITH NHSTA AND WAS TOLD TO CONTACT FORD.---VEHICLE IS AT HOME, CUST WILL MAKE ARRANGEMENTS TO GET THE VEHICLE TO THE DLR. WOULD LIKE TO GO TO BICKFORD MOTORS.---CHECK FLOOR MAT AND IT LOOKED FINE.---LOOKING FOR WHY THIS HAPPENED, RENTAL, REPAIR---BICKFORD MOTORS, INC. ---3100 BICKFORD AVENUE ---SNOHOMISH WA 98290 ---360-568-2122DEALER SAID: ICKFORD MOTORS, INC. ---3100 BICKFORD AVENUE ---SNOHOMISH WA 98290 ---360-568-2122CRC ADVISED: CRC ADVISED: CALLEN T/L- DOCUMENTING CASE IN AGENT'S ABSENCE 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. THIS CASE WAS SENT IN ERROR AS AN 04 REGIONAL CASE - IF YOU NEED MORE INFO RELATING THE CASE WE WILL ADD TOMORROW WHEN AGENT RETURNS

FORD MOTOR COMPANY  
RECEIVED  
JUN 10 2011  
OFFICE OF THE  
GENERAL COUNSEL

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06/10/2011 FAXOGC2 CONFIDENTIAL



**LAW OFFICES OF PETER L. MAIER, P.C.**

A PROFESSIONAL CORPORATION

1300 HOGE BUILDING  
705 SECOND AVENUE  
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PETER L. MAIER  
ATTORNEY

KATHY O'KEEFE  
LEGAL ASSISTANT

TELEPHONE  
(206) 623-2800

FAX  
(206) 623-2186

EMAIL  
PLMAIER@AOL.COM

September 2, 2011

SEP 08 2011 3E

Ford Motor Co.  
Product Claims Dept.  
P.O. Box 70  
Attn Alma Taylor  
One American Road  
Dearborn, MI 48121

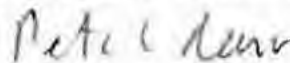
RE [REDACTED]  
2010 Fusion Hybrid  
VIN 3FADPOL35AR [REDACTED]

Dear Alma Taylor:

Regarding your letter of August 29, 2011, I want to correct an inaccurate statement in your letter. You claim that "We requested an inspection to determine the cause of the allegation, that request was denied." That is not correct. As I have told you in two telephone conversations, now that a Lemon Law claim has been filed the vehicle is available for a "viewing" by Ford Motor Co. pursuant to WAC 44-10-080. For your information, the vehicle is located at Ford dealer Bickford Motors in Snohomish Washington, as it has been since June 8, 2011 when it was towed to the dealership. Further, prior to my clients' filing a Lemon Law Request for Arbitration on August 10, 2011, the vehicle was at Bickford Ford awaiting diagnosis/repairs. Your office was informed of this fact by a letter from my clients dated June 29, 2011, copy enclosed.

Sincerely,

Law Offices of Peter L. Maier, P.C.



Peter L. Maier

Enc

cc: Clients, w/o enc.

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
6/14/2011 CLOSED	[REDACTED] CRC RELATED - F/M CSR FOLLOWING CONTACT	3FADP0L35AF [REDACTED] 550341591	2010 FUSION	01
6/10/2011 CLOSED	[REDACTED] CLP - IN - FIN ASSIST - EXTENUATING	3FADP0L35AF [REDACTED] 550341591	2010 FUSION	04
8/10/2011 CLOSED	[REDACTED] LEGAL - ACCIDENT	3FADP0L35AF [REDACTED] 550341591	2010 FUSION	10
6/8/2011 CLOSED	[REDACTED] MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	3FADP0L35AF [REDACTED] 550341591	2010 FUSION	01

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All Action Details for Issue

[Print](#)

VIN: 3FADP0L35AR [REDACTED] Year: 2010 Model: FUSION Case: 550341691  
Name: [REDACTED] Owner Status: Original WSD: 2010-11-04  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE  
BASE

Odometer: 12815 MI

Comm Type: PHONE

Analyst Name: MONTGOMERY  
(DMONTG50),DAWN

Analyst: DMONTG50

Action Date: 06/14/2011

Action Time:  
13.30.05.373

Action Data: No

Comments CUSTOMER SAID: -CW [REDACTED] -OWNER -DAY/HM [REDACTED] FUSION HYBRID 12815 -  
3FADP0L35AR [REDACTED] -I HAVE A CONFIRMATION # FOR VEH STATUS -VEH TOOK OFF WITHOUT TOUCHING THE  
ACCELERATOR WHEN PARKING THE VEH -WE CONTACTED NHTSA AND GOT CONFIRMATION # AND FORD  
CALLED US BACK LAST THURSDAY WITH THERE OWN CONFIRMATION #-I HAVEN'T HEARD ANYTHING SINCE.  
THIS IS AN INCONVENIENCE FOR US NOT HAVING THE VEH IN-LOOKING TO FIND OUT STATUS OF THE VEH+CRC  
ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY  
BE PROPERLY ADDRESSED.-ADVISED THAT QUESTIONS HE IS ASKING FOR LEGAL, I'M NOT ABLE TO ANSWER  
SINCE THIS IS LEGAL CASE, HE WOULD HAVE TO WAIT FOR LEGAL TO CONTACT HIM

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All Action Details for Issue

[Print](#)

VIN: 3FADPOL35AF [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-11-04  
 Symptom Desc: SURGE ACCELERATION Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - FIN ASSIST - EXTENUATING Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 06/10/2011

Action: TIER II ESCALATION - LOANER RENTAL Origin Desc: US CONCERN CASE BASE  
 Dealer: 08680 BICKFORD MOTORS, INC.  
 Odometer: 12815 MI Comm Type: PHONE  
 Analyst Name: NELSON RANDENE Analyst: RNELS119  
 Action Date: 06/08/2011 Action Time: 15.17 12.195 Action Data: Yes

Comments CUSTOMER SAID: ---WIFE, [REDACTED] WAS PARKING CAR YESTERDAY AND THERE WAS A 2010 FORD FUSION HYBRID. THERE WAS SUDDENT ACCELERATION WHEN SHE WAS PARKING. VEH WENT OVER AN EMBANKMENT ALMOST INTO A RIVER. THERE WAS DAMAGE TO THE CAR.BEFORE THIS HAPPENED, THERE WAS A HUGE WHINING SOUND AND THEN IT ACCELERATED. ---JUST PAST THE EMBANKMENT WAS A RIVER. SHE MANAGED TO STOP IT WITH BOTH FEET ON BRAKE PEDAL AND FORCED THE SHIFTER INTO PARK. --- CONTACTED INSURANCE COMPANY - INSURANCE WILL NOT PAY FOR ANYTHING, THEY WANT TO WORK WITH THE DEALER AND INVESTIGATE. INSURANCE WILL NOT AUTHORIZE RENTAL UNTIL IT IS ACTUALLY BEING REPAIRED.---FILED A REPORT WITH NHSTA AND WAS TOLD TO CONTACT FORD.---VEHICLE IS AT HOME, CUST WILL MAKE ARRANGEMENTS TO GET THE VEHICLE TO THE DLR. WOULD LIKE TO GO TO BICKFORD MOTORS -- CHECK FLOOR MAT AND IT LOOKED FINE.---LOOKING FOR WHY THIS HAPPENED, RENTAL, REPAIR--BICKFORD MOTORS, INC. ---3100 BICKFORD AVENUE --SNOHOMISH WA 98290 ---360-568-2122CRC ADVISED; I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN ASSIST YOU,

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	1

Action: TIER ONE CLOSE ISSUE Origin Desc: TIER ONE - MELBOURNE  
 Dealer: 08680 BICKFORD MOTORS, INC.  
 Odometer: 12815 MI Comm Type: OUTBOUND CALL TO CUSTOMER  
 Analyst Name: NELSON RANDENE Analyst: RNELS119  
 Action Date: 06/10/2011 Action Time: 10.35.43.990 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments 1. DATE OF THE ACCIDENT - JUNE 7, 20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT - SUDDEN ACCELERATION3. IF THERE WERE ANY INJURIES SUSTAINED - NONE4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED - PARKING LOT JUST OFF RIVER5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. NONE6. 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, PEMCO INSURANCE. 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM, PEMCO HAS NOT PROCEEDED BUT IS WAITING TO HEAR FROM FORD. INSURANCE CLAIM NUMBER IS: [REDACTED]. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. HAS NOT BEEN LOOKED AT, IT SHOULD BE. 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS



THEY HAVE SOUGHT ONE). 12. WHAT THE CUSTOMER IS SEEKING? LOANER VEHICLE, ANSWERS AS TO WHY THIS HAPPENED, REPAIRED VEHICLE, ASSURANCES IT WILL NOT HAPPEN AGAIN. --CUST SAYS THAT THE DLR IS AT A LOSS AS TO WHAT TO DO REGARDING THIS PROBLEM AND IS FRUSTRATED THAT THEY ARE WITHOUT A VEHICLE OR ANSWERS. --CRC ADV: ADV THAT THEY WILL RECEIVE SOMETHING FROM THE LEGAL DEPARTMENT WITHIN 15 DAYS AND THAT THE INSURANCE COMPANY SHOULD GET ALL THE INFORMATION AND CAN WORK TO GET THE VEHICLE REPAIRED AND SUBROGATE THAT WITH FORD AS NEEDED, I WILL GIVE THE DLR A CALL TO SEE IF THEY HAVE ANY QUESTIONS. --

Action: TIER ONE CLOSE ISSUE

Dealer: 08880 BICKFORD MOTORS, INC.

Origin Desc: TIER ONE - MELBOURNE

Odometer: 12815 MI

Comm Type: OUTBOUND CALL TO DEALER

Analyst Name: NELSON RANDENE

Analyst: RNELS119

Action Date: 06/10/2011

Action Time: 10.41.52.488

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
██████		██████		DEALER

Comments LEFT MESSAGE FOR S/M OF CASE NUMBER AND ADV THAT HE TALK TO HIS CGST WITH ANY FURTHER QUESTIONS OR FEEL FREE TO GIVE ME A CALL.

Action: CONCERN ADDRESSED

Dealer: 08880 BICKFORD MOTORS, INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12815 MI

Comm Type: OTHER

Analyst Name: MCCAULEY, ERIN

Analyst: EMCCAUL3

Action Date: 06/10/2011

Action Time: 17.35.17.026 Action Data: Yes

Comments CSM ERIN SPOKE WITH COM SCOTT AND CONFIRMED THIS CASE SHOULD HAVE BEEN ADDRESSED WITH THE LEGAL SCRIPT \_\_ TIER 1 AGENT CONTACTED THE CUST AND PROVIDED LEGAL SCRIPT \_\_ CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	76
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

[Print](#)

VIN: 3FADP0L35AF [REDACTED] Year: 2010 Model: FUSION Case: 550341591  
 Name: [REDACTED] Owner Status: Original WSD: 2010-11-04  
 Symptom Desc: ENG SPEED-UP SUDDEN ACCELERATION Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT Secondary Phone: [REDACTED]  
 Issue Type: 10 OGC Issue Status: CLOSED

Action: ADVISE CUSTOMER INFO WILL BE SENT TO OGC  
 Dealer: 08680 BICKFORD MOTORS, INC. Origin Desc: US CONCERN CASE BASE  
 Odometer: 12815 Mi Comm Type: PHONE  
 Analyst Name: ALLEN (CALLEN47),CHARMAINE Analyst: CALLEN47  
 Action Date: 06/09/2011 Action Time: 14.36.16.209 Action Data: Yes

Comments CUSTOMER SAID: WIFE, [REDACTED], WAS PARKING CAR YESTERDAY AND THERE WAS A 2010 FORD FUSION HYBRID. THERE WAS SUDDENT ACCELERATION WHEN SHE WAS PARKING. VEH WENT OVER AN EMBANKMENT ALMOST INTO A RIVER. THERE WAS DAMAGE TO THE CAR.BEFORE THIS HAPPENED, THERE WAS A HUGE WHINING SOUND AND THEN IT ACCELERATED. ---JUST PAST THE EMBANKMENT WAS A RIVER. SHE MANAGED TO STOP IT WITH BOTH FEET ON BRAKE PEDAL AND FORCED THE SHIFTER INTO PARK. --- CONTACTED INSURANCE COMPANY - INSURANCE WILL NOT PAY FOR ANYTHING, THEY WANT TO WORK WITH THE DEALER AND INVESTIGATE. INSURANCE WILL NOT AUTHORIZE RENTAL UNTIL IT IS ACTUALLY BEING REPAIRED. ---FILED A REPORT WITH NHSTA AND WAS TOLD TO CONTACT FORD. ---VEHICLE IS AT HOME, CUST WILL MAKE ARRANGEMENTS TO GET THE VEHICLE TO THE DLR. WOULD LIKE TO GO TO BICKFORD MOTORS, --- CHECK FLOOR MAT AND IT LOOKED FINE. ---LOOKING FOR WHY THIS HAPPENED. RENTAL REPAIR--BICKFORD MOTORS, INC. ---3100 BICKFORD AVENUE --SNOHOMISH WA 98290 --360-568-2122DEALER SAID: ICKFORD MOTORS, INC. ---3100 BICKFORD AVENUE --SNOHOMISH WA 98290 --360-568-2122CRC ADVISED: CRC ADVISED CALLEN TL- DOCUMENTING CASE IN AGENTS ABSENCEI 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.THIS CASE WAS SENT IN ERROR AS AN 04 REGIONAL CASE - IF YOU NEED MORE INFO RELATING THE CASE WE WILL ADD TOMORROW WHEN AGENT RETURNS

Data Element Name	Data Value
FIRE / ACCIDENT	A

Action: TIER ONE CLOSE ISSUE  
 Dealer: 08680 BICKFORD MOTORS, INC. Origin Desc: TIER ONE - MELBOURNE  
 Odometer: 12815 Mi Comm Type: OUTBOUND CALL TO CUSTOMER  
 Analyst Name: NELSON RANDENE Analyst: RNELS119  
 Action Date: 06/10/2011 Action Time: 10.40.18.128 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments COMMENTS 1. DATE OF THE ACCIDENT - JUNE 7, 20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT - SUDDEN ACCELERATION3. IF THERE WERE ANY INJURIES SUSTAINED - NONE4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED - PARKING LOT JUST OFF RIVER5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. NONE6. 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, PEMCO INSURANCE. 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. PEMCO HAS NOT PROCEEDED BUT IS WAITING TO HEAR FROM FORD. INSURANCE CLAIM NUMBER IS: [REDACTED] 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. HAS NOT BEEN LOOKED AT, IT SHOULD BE. 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE) 12. WHAT THE CUSTOMER IS SEEKING? LOANER VEHICLE, ANSWERS AS TO WHY THIS HAPPENED, REPAIRED VEHICLE, ASSURANCES IT WILL NOT HAPPEN AGAIN. --CUST SAYS THAT THE DLR IS AT A LOSS AS TO WHAT TO DO REGARDING THIS PROBLEM AND IS FRUSTRATED THAT THEY ARE WITHOUT A VEHICLE OR ANSWERS. --CRC ADV: ADV THAT THEY WILL RECEIVE SOMETHING FROM THE LEGAL DEPARTMENT WITHIN 15 DAYS AND THAT THE INSURANCE COMPANY SHOULD GET ALL THE INFORMATION AND CAN WORK TO GET THE VEHICLE REPAIRED AND SUBROGATE THAT WITH FORD AS NEEDED, I WILL GIVE THE DLR A CALL TO SEE IF THEY HAVE ANY QUESTIONS.

---

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All Action Details for Issue

[Print](#)

VIN: 3FADP0L35AR [REDACTED]  
Name: [REDACTED]  
Symptom Desc:  
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY  
Issue Type: 01 INQUIRY

Year: 2010  
Owner Status: Original  
Issue Status: CLOSED

Model: FUSION Case: [REDACTED]  
WSD: 2010-11-04  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: PUBLIC-PRIVATE OFFER

Dealer:

Odometer: 12815 MI

Analyst Name: NELSON RANDENE

Action Date: 06/08/2011

Comm Type: PHONE

Analyst: RNELS119

Action Time: 15.19.02.861

Origin Desc: MANUAL - PHONE CSR

Action Data: Yes

Comments NO COMMENTS AVAILABLE

<u>Data Element Name</u>	<u>Data Value</u>
GENERAL REASON FOR CRC CONTACT	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BYBACK/ANGRY)

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### GCQIS Report Analysis

## Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

**File Report To This Folder**

**File Report To A Folder**

**Add Comments**

**Previous**

**Next**

**Save**

**Mail Report**

Download Options

Report Detail Section :

Attachments: 0

**Report# :** BFJBV003 NHL

**Received:** 06/10/2011

**CCRG/EPRC:** S

**Reviewed Status:**

**Date:** 06/10/2011

**Vehicle:** 2010,FUSION,HYBRID ,SEDAN ,3FADP0L35AR [REDACTED]

**Build Date:** 02/27/2010

**Odometer :** 13,738 M

**Engine:** 2.5  
ATKINS

**Calibration:** ADE1HV0A

**Transmission:** CVT AUTO

**Axle:** 2.57  
RATIO

**A/C:** YES

**Dealer:** USA 08680 Bickford Motors, Inc.

**Phone#:** [REDACTED]

**City:** Snohomish

**State:** Washington

**Country :** USA

**Originator:** ALEX STOGIN

**Symptom:** 5 58 2 00 DRV PERF,ENGINE SURGE,ACCEL,UNKNOWN

**Status:**

**VFG:** V52 DRIVEABILITY

**Additional Symptom:** UNWARRANTED ACCELERATION

**Fix:** **Causal Component :**

**Condition Code:**

**Hotliner:** SKOLUSK

**Phone:** 313 317-6310

**Regn Cd:** W5 Seattle

**Engineering:**

**Phone:**

**TAR:**

**Dir Contact:** ALEX STOGIN

**Phone:** 425 334-4045

**Title Cde:** T

**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR** 06/10/2011 01:02PM STEVEN KOLUSK MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN: "C/S HUGE HISSING SOUND FROM CAR, WHEN  
PARKING, AND THEN THE CAR HAD UNWANTED ACCELERATION. CUSTOMER USED  
BOTH FEET TO STAND ON BRAKE PEDAL AND FORCED TRANSMISSION GEAR SHIFTER  
INTO PARK. CUSTOMER STATED NO CHECK INSTRUMENT CLUSTER LIGHTS CAME  
ON--ADVISE" (QUOTED FROM REPAIR ORDER) DIAGNOSTICS; EEC TEST, NO  
DTCS. CK OASIS, NO TSB/SSMS. DAMAGE FOUND ON/AROUND LOWER FRONT  
BUMPER, VALENCE, ETC. SHORT DRIVE FOUND NORMAL OPERATION. PARTS  
REPLACED:: NONE TECH QUESTION: LOOKING FOR KNOWN CONCERNS WITH  
UNCOMMANDED ACCELERATION.

**RECOMM** 06/10/2011 01:02PM STEVEN KOLUSK MSS - FCSD - TECH SVC HOTLINE  
ALEX, DUE TO THE NATURE OF THE SYMPTOM, AND VEHICLE DAMAGE PRESENT,  
PLEASE INSTRUCT YOUR SERVICE MANAGER TO COMPLETE THE FORM FORM TO  
REQUEST OGC REVIEW PRIOR TO PERFORMING ANY REPAIRS TO THE VEHICLE. THE  
FORM CAN BE LOCATED ON THE MAIN FMCDEALER WEB PAGE UNDER PARTS/SERVICE  
UNDER THE CUSTOMER SATISFACTION TAB CLICK ON THE DEALER/FLEET REQUEST  
FOR OGC REVIEW LINK. COMPLETE THE FORM AND SUBMIT. AN OGC  
REPRESENTATIVE WILL CONTACT YOUR SERVICE DEPARTMENT TO REVIEW THE  
CONCERN. THANK YOU. ISM 07-03-017 REPORTED FIRE, ACCIDENT, & /OR  
INJURY HAS OCCURRED DUE TO AN ALLEGED PRODUCT DEFECT - REQUEST FOR  
DEALER/FLEET REQUEST FOR OGC REVIEW

**ADD-ON** 06/10/2011 01:04PM STEVEN KOLUSK MSS - FCSD - TECH SVC HOTLINE  
UPDATED REPORT AS A POTENTIAL SAFETY ISSUE.

**AUDIT** 07/02/2011 11:07AM  
SYMPTOM 6 30 5 01 CHANGED TO 5 58 2 00 BY CS012093

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder



LAW OFFICES OF PETER L. MAIER, P.C.  
A PROFESSIONAL CORPORATION

1300 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE, WASHINGTON 98104

11 JUL 14 A7'20

PETER L. MAIER  
ATTORNEY

KATHY O'KEEFE  
LEGAL ASSISTANT

TELEPHONE  
(206) 623-2800

FAX  
(206) 623-2186

EMAIL  
PLMAIER@ACL.COM

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



Re: [REDACTED] v. Ford Motor Company

BY CERTIFIED MAIL and FIRST CLASS MAIL

Dear Ford Motor Company:

We represent [REDACTED] who on November 4, 2010 purchased a 2010 Ford Fusion, VIN No. 3FADP0L35AR [REDACTED], from Bickford Motors, Inc. in Snohomish, Washington.

Since that time our clients have had problems with unintended acceleration/malfunction of the engine/electric motor system.

The purpose of this letter is to request that you repurchase or replace the vehicle pursuant to the Washington State Lemon Law, RCW 19.118.041. We hereby make that request on behalf of our clients.

Unless this matter is resolved to our clients' complete satisfaction they will exercise their rights under the Washington Motor Vehicle Express Warranties Act, RCW Ch. 19.118, as well as under the Washington Unfair Motor Vehicle Practices Act, RCW Ch. 46.70, the Federal Magnuson-Moss Act, and any other state and federal statute available to them.

We look forward to your prompt response to this request.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.

Peter L. Maier

PLM:ko  
cc: Clients

060 LIT 2011 JUL 15 m3:20





# **Ford Motor Company**

Ford Motor Company  
Office of the General Counsel  
World Headquarters  
One American Road, Suite 430-A6  
Dearborn, Michigan 48126  
Fax: 1-888-721-6361

September 13, 2011

**Peter Maier**  
**Law Offices of Peter L Maier PC**  
**705 2<sup>nd</sup> Avenue Suite 1300**  
**Seattle, WA 98104-1705**

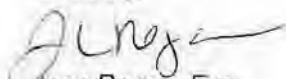
**Lemon Law Administrator**  
**800 5<sup>th</sup> Ave Ste 2000**  
**Seattle, WA 98104-3188**

All:

Enclosed please documents requested in the subpoena duces tecum from the State of Washington Lemon Law Arbitration Program. We have provided information related to the VIN, including the entire warranty history for the vehicle. However, please note that we object to the third request seeking "all" information for a series of documents which is overbroad and unrelated to the present lemon law case.

In addition, please note that Ford's request to inspect this vehicle was denied. The letter to Mr. Maier setting forth the basis of Ford's denial for the buyback request is included.

Sincerely,

  
Jane Regan, Esq.



Office of the General Counsel

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

August 29, 2011

Mr. Peter L. Maier  
Law Offices of Peter L. Maier, P.C.  
1300 Hoge Building  
705 Second Avenue  
Seattle, WA 98104

RE: [REDACTED]  
Vehicle: 2010 Fusion  
VIN: 3FADP0L35AR [REDACTED]

Dear Mr. Maier:

We are in receipt of the information you submitted with respect to your client's claim that on June 7, 2011 the vehicle experienced an unintended acceleration causing an accident. We commit very substantial resources and sincere efforts in an attempt to resolve any concerns. We requested an inspection to determine the cause of the allegation, that request was denied. Consequently, based on the information available to us, we must deny your client's product liability claim. As your client's breach of warranty claim is based on the alleged days down associated with the June 7, 2011 accident, we respectfully deny the buyback request. It has not been determined that this accident is a result of a warrantable concern.

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 your client proposes 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 your client wants to repair their vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

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

Sincerely,

[REDACTED]  
Anna Taylor  
Claims Analyst  
Legal Analyst- OGC Product Claims



ORIGINAL

STATE OF WASHINGTON  
LEMON LAW ARBITRATION PROGRAM

[REDACTED]

FILE NO: 110049

v.

Ford Motor Company

SUBPOENA DUCES TECUM

THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE LEMON LAW  
ADMINISTRATION TO:

Sonya Hall  
Ford Motor Company  
Consumer Affairs  
PO Box 1270  
Melbourne, FL 32902

**YOU ARE HEREBY COMMANDED**, pursuant to the authority vested in this office by RCW  
19.118.080 (2)(b), to produce the documents and records listed below requested by  
Dale Malmberg and to ensure delivery of accurate and legible copies of said documents and  
records to:

Peter Maier  
Law Offices of Peter L. Maier PC  
705 2nd Avenue Suite 1300  
Seattle, WA 98104-1705

and a second copy of said documents to:

Lemon Law Administration  
800 5<sup>th</sup> Ave Ste 2000  
Seattle WA 98104-3188

**Delivery must occur within 14 business days from receipt of this subpoena duces tecum.**

**DOCUMENTS AND RECORDS**

All documents and records relating in any way to the vehicle identified by VIN:  
3FADP0L35AF [REDACTED] described or identified by the following:

All report(s) concerning the [REDACTED] vehicle compiled by or for Ford Motor Company and its  
agents, representatives and field or zone representatives.

1 All technical service bulletins, engineering bulletins, special service messages and recall notices,  
2 claim detail reports, CQIS VIN reports, Mors II reports, NAVIS Vehicle Inquiry reports, OASIS  
3 reports, proofs field bulletins, Standard Claims List AWS online reports, TSB Indexes, Vehicle  
4 Information reports and Standard Claims Lists issued by Ford Motor Company regarding 2010  
Ford Fusion vehicles as pertains to unintended acceleration/malfunction of the engine/electric  
motor system.

5 All repair records and service invoices (including but not limited to handwritten records and  
6 mechanic "flags") written or retained or received by any dealer concerning the [REDACTED]  
vehicle.

7 All warranty records, invoices, and warranty and/or parts requests concerning the [REDACTED]  
8 vehicle, including any service or rental loaner vehicles.

9 All written communications between you and any other person or entity concerning the  
10 [REDACTED] vehicle.

11 All reports, warranty records and messages kept in any electronic form concerning the [REDACTED]  
12 vehicle.

13 FAILURE TO COMPLY with this subpoena duces tecum may subject you to the procedures  
14 and sanctions set forth in RCW 19.118.080(2)(b). Procedures to modify or suspend these  
requirements are identified in WAC 44-10-100.

15 Dated this 23<sup>rd</sup> day of August, 2011.

16 ROB MCKENNA  
17 ATTORNEY GENERAL  
[REDACTED]

18 PAUL N. CORNING  
19 Lemon Law Administrator

20 **CERTIFICATE OF MAILING**

21 I CERTIFY THAT I MAILED A COPY OF THE FOREGOING  
22 DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED TO  
23 SONYA HALL OF FORD MOTOR COMPANY, AND ALL INTERESTED  
24 PARTIES, POSTAGE PREPAID ON THIS 23<sup>rd</sup> DAY OF August, 2011.

25 [REDACTED]  
26 LEMON LAW ADMINISTRATION





## V REPAIR HISTORY

If there is more than one defect, list each individually. When necessary, attach additional pages. Identify each attempt to diagnose or repair each defect. A repair order should be listed more than once if it relates to more than one defect. You *must* submit copies of repair orders; if any repair orders will not be submitted see Instruction #2.

### Defect 1

Description: SEE ATTACHED

Is this a 'serious safety defect'?  Yes  No Does the defect currently exist in the vehicle?  Yes  No

Repair Order#	Copy Enclosed	Date to Dealer	Date Vehicle Returned to You	Dealership Name	Mileage
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____

### Defect 2

Description: \_\_\_\_\_

Is this a 'serious safety defect'?  Yes  No Does the defect currently exist in the vehicle?  Yes  No

Repair Order#	Copy Enclosed	Date to Dealer	Date Vehicle Returned to You	Dealership Name	Mileage
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____

### Defect 3

Description: \_\_\_\_\_

Is this a 'serious safety defect'?  Yes  No Does the defect currently exist in the vehicle?  Yes  No

Repair Order#	Copy Enclosed	Date to Dealer	Date Vehicle Returned to You	Dealership Name	Mileage
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____

### Defect 4

Description: \_\_\_\_\_

Is this a 'serious safety defect'?  Yes  No Does the defect currently exist in the vehicle?  Yes  No

Repair Order#	Copy Enclosed	Date to Dealer	Date Vehicle Returned to You	Dealership Name	Mileage
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____
_____	<input type="checkbox"/>	_____	_____	_____	_____

Check this box and provide a description on additional pages if you can list more than four (4) attempts to diagnose or repair a defect, or if your claim is based on more than four (4) defects.

Check this box if your vehicle has been out-of-service for 30 or more days for diagnosis or repair of substantial defects *and* 15 of those days were during the manufacturer warranty *and* within 2 years of the vehicle's original retail delivery date *and* within 24,000 miles of operation

110049 Malmberg  
000003



**V. REPAIR HISTORY (Continued)**

**DEFECT 1**

Description: Unintended acceleration/malfunction of the engine/electric motor system.

Is this a 'serious safety defect'? Yes  No  Does the defect currently exist in the vehicle? Yes  No

Repair Order #	Copy Enclosed	Date to Dealer	Date Vehicle Returned	Dealership Name	Mileage
not have	<input type="checkbox"/>	6/8/11	not yet	Bickford Motors, Inc.	13,738
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

**DEFECT**

Description:

Is this a 'serious safety defect'? Yes  No  Does the defect currently exist in the vehicle? Yes  No

Repair Order #	Copy Enclosed	Date to Dealer	Date Vehicle Returned	Dealership Name	Mileage
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

**DEFECT**

Description:

Is this a 'serious safety defect'? Yes  No  Does the defect currently exist in the vehicle? Yes  No

Repair Order #	Copy Enclosed	Date to Dealer	Date Vehicle Returned	Dealership Name	Mileage
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

**DEFECT**

Description:

Is this a 'serious safety defect'? Yes  No  Does the defect currently exist in the vehicle? Yes  No

Repair Order #	Copy Enclosed	Date to Dealer	Date Vehicle Returned	Dealership Name	Mileage
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

110049 Malmberg  
000004

### VI. FINANCIAL INFORMATION

The following information is necessary to calculate an award if it is determined that your vehicle should be replaced or repurchased. Most of the information can be found in the documents identified as REQUIRED DOCUMENTS in Section IV. Additional bill receipts or other proofs of payments must be submitted if you have paid any additional sales or repair related items including alternate transportation costs, towing charges, etc. You will be sent a complete calculation form when your claim is accepted for arbitration.

- Finance Charge: Identify interest payments for your loan or payment total for a lease.
- Service Contract, Undercoating or Rust-proofing Costs
- Credit Disability and Credit Life Insurance Costs
- Factory/Dealer Installed Options Costs -
- Other Sales or Repair Related Costs - Transportation or Dealer Prep Charges

Finance/Lease Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: Fort Worth

State: TX

ZIP: \_\_\_\_\_

### VII. SCHEDULING INFORMATION

Please indicate the location(s) where you would be able to attend an arbitration hearing:

Seattle     Tacoma     Bellingham     Vancouver     Spokane     Yakima     Tri-Cities

Please list any dates during the next 60 days when you (or your attorney, if you have one) will not be available for an arbitration hearing: \_\_\_\_\_

Please indicate the hours you would prefer for your arbitration hearing:

Business hours     Monday-Thursday nights     No preference

You have the right to be represented by an attorney.

Are you represented by an attorney?  No     Yes. If yes, provide the following information:

Attorney Name: \_\_\_\_\_

Phone (206) \_\_\_\_\_

Email: \_\_\_\_\_

Firm Name: Law Offices of Peter I. Maier, P.C.

Firm Address: \_\_\_\_\_

City: Seattle

State: WA

ZIP: \_\_\_\_\_

NOTE: If you are represented by an attorney, correspondence will be directed to your attorney and copies sent to you.

### VIII. SIGNATURE

Select a format to receive additional Lemon Law information:     VHS     CD

At the arbitration hearing you will be asked to decide whether you want the vehicle repurchased or replaced.

At the present time, which do you prefer?     Replacement     Repurchase

In the event that my vehicle is ordered repurchased or replaced I give permission to lienholder identified above to release to the vehicle manufacturer loan documents and information to enable the manufacturer to comply with the arbitration decision.

I have read the above information and declare it to be true and accurate to the best of my knowledge.

NOTE: ALL REGISTERED OWNERS MUST SIGN BELOW.

Signature \_\_\_\_\_

County Skagit

Date 8/5/11

Signature \_\_\_\_\_

County Skagit

Date 8/5/11

Signature \_\_\_\_\_

County \_\_\_\_\_

Date \_\_\_\_\_

110049 Malmberg  
000005



LAW OFFICES OF PETER L. MAIER, P.C.  
A PROFESSIONAL CORPORATION

1100 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE, WASHINGTON 98104

PETER L. MAIER  
ATTORNEY

SATHY O'KEEFFE  
LEGAL ASSISTANT

July 11, 2011

TELEPHONE  
(206) 623-2000

FAX  
(206) 623-2186

E-MAIL  
PLMAIER@AOL.COM

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

Re: [REDACTED] v. Ford Motor Company

BY CERTIFIED MAIL and FIRST CLASS MAIL

Dear Ford Motor Company:

We represent [REDACTED] who on November 4, 2010 purchased a 2010 Ford Fusion, VIN No. 3FADP0L35AR [REDACTED], from Bickford Motors, Inc. in Snohomish, Washington.

Since that time our clients have had problems with unintended acceleration/malfunction of the engine/electric motor system.

The purpose of this letter is to request that you repurchase or replace the vehicle pursuant to the Washington State Lemon Law, RCW 19.118.041. We hereby make that request on behalf of our clients.

Unless this matter is resolved to our clients' complete satisfaction they will exercise their rights under the Washington Motor Vehicle Express Warranties Act, RCW Ch. 19.118, as well as under the Washington Unfair Motor Vehicle Practices Act, RCW Ch. 46.70, the Federal Magnuson-Moss Act, and any other state and federal statute available to them.

We look forward to your prompt response to this request.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.

[REDACTED]

Peter L. Maier

PLM:ko  
cc: Clients

110049 Malmberg  
000006

THE  
WALZ  
CERTIFIED  
MAILER™

FROM **WALZ™**

FORM 3800A VERSION: 05/10  
U.S. PAT. NO. 5,501,393

71 3901 9849 0700 2750

Label #1



L2



Label #2

L3

Label #3

2 Article Number



7160 3901 9849 0700 2750

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

PITNEY BOWES

MANAGEMENT SERVICES

Agent  
 Addressee



3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

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

Letter 7/1/11

PLM

TO:

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

SENDER:

PLM

RE:

Ford Motor Company

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	2.80
	Certified Fee	2.30
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

POSTMARK OR DATE

7/1/11

A FOLD

B

Certified Article Number

7160 3901 9849 0700 2750

PS Form 3811, January 2005

Domestic Return Receipt

FOLD AND TEAR THIS WAY

110049 Mailbox  
000017



LAW OFFICES OF PETER L. MAIER, P.C.  
A PROFESSIONAL CORPORATION

1300 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE, WASHINGTON 98104

PETER L. MAIER  
ATTORNEY

KATHY O'KEEFE  
LEGAL ASSISTANT

TELEPHONE  
(206) 625-2100

FAX  
(206) 625-2100

E-MAIL  
PL.MAIER@AOL.COM

July 11, 2011

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

Re: [REDACTED] v. Ford Motor Company

Dear Ford Motor Company:

We represent [REDACTED] who on November 4, 2010 purchased a 2010 Ford Fusion, VIN No. 3FADP0L55AR [REDACTED], from Bickford Motors, Inc. in Snohomish, Washington.

Pursuant to RCW 19.118.031 and RCW 19.118.080 of the Washington State Lemon Law, we request that you promptly provide:

- (a) All report(s) concerning the [REDACTED] vehicle compiled by or for Ford Motor Company and its agents, representatives and field or zone representatives;
- (b) All technical service bulletins, engineering bulletins, special service messages, recall notices, claim detail reports, CQIS VIN reports, Mors II reports, NAVIS Vehicle Inquiry reports, OASIS reports, proofs field bulletins, Standard Claims List AWS on line reports, TSB Index's, Vehicle Information reports and Standard Claims Lists issued by Ford Motor Co. regarding 2010 Ford Fusion vehicles as pertains to unintended acceleration/malfunction of the engine/electric motor system.
- (c) All repair records and service invoices (including but not limited to handwritten records and mechanic "flags") written or retained or received by any dealer concerning the [REDACTED] vehicle.
- (d) All warranty records, invoices, and warranty and/or parts requests concerning the [REDACTED] vehicle, including any service or rental loaner vehicles.
- (e) All written communications between you and any other person or entity concerning the [REDACTED] vehicle.

110049 Maimberg  
000008

July 11, 2011  
Page 2

- (f) All reports, warranty records, and messages kept in any electronic form concerning the [REDACTED] vehicle.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.

[REDACTED]  
Peter L. Maier

PLM:ko  
cc: Clients

110049 Malmberg  
000009



LAW OFFICES OF PETER L. MAIER, P.C.  
A PROFESSIONAL CORPORATION

1300 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE, WASHINGTON 98104

PETER L. MAIER  
ATTORNEY

KATHY O'KEEFFE  
LEGAL ASSISTANT

TELEPHONE  
(206) 623-2800

FAX  
(206) 623-2186

E-MAIL  
PLMAIER@AOL.COM

August 9, 2011

**RECEIVED**

**AUG 10 2011**

ATTORNEY GENERAL'S OFFICE  
LEMON LAW

Lemon Law Administration  
Office of the Attorney General  
800 5<sup>th</sup> Ave., Ste 2000  
Seattle, WA 98104-3188

RE: [REDACTED] v. Ford Motor Co.

Dear Lemon Law Administration:

The above-captioned claim has been submitted for arbitration. Please issue subpoenas to Ford Motor Co. and Bickford Ford for the documents requested in the enclosed letters dated July 11, 2011 as well as for any other documents relating to this vehicle.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.

[REDACTED]  
Peter L. Maier

PLM:ko

cc: Client  
Encs Record Request Letters (2)

110049 Malmberg  
000012



325 Eastlake Avenue East  
PO Box 778  
Seattle, WA 98111-0778

**PEMCO AUTO POLICY  
AMENDED COVERAGE SUMMARY  
PEMCO Mutual Insurance Company  
Policy Number CA 1172041**

1996 VOLKSWAGEN PASSAT GLS VIN WYWGCB3A9TE

Coverages	Limits/Deductible	Premium
Bodily Injury Liability	\$500,000 each person/\$500,000 each occurrence	\$194.39
Property Damage Liability	\$250,000 each occurrence	\$85.45
Underinsured Motorist Bodily Injury	\$250,000 each person/\$500,000 each occurrence	\$108.80
Underinsured Motorist Property Damage	\$100,000 each occurrence	\$10.90
Personal Injury Protection	\$35,000	\$52.53
Loss of Income	\$700 max per week/\$36,400 max per occurrence each person	Included
Collision	Deductible: \$500	\$139.69
Comprehensive	Deductible: \$200	\$47.24
Auto Loan/Lease	No Coverage	
Towing	\$150	\$18.60
Rental Reimbursement	\$50 per day / \$1,500 per occurrence	\$25.10
Stereo/Communication Equipment	No Coverage	
Customized Equipment	No Coverage	
<b>Vehicle Premium:</b>		<b>\$682.70</b>

2010 FORD FUSION HYBRID VIN 3FADP0L35A

Coverages	Limits/Deductible	Premium
Bodily Injury Liability	\$500,000 each person/\$500,000 each occurrence	\$192.44
Property Damage Liability	\$250,000 each occurrence	\$84.60
Underinsured Motorist Bodily Injury	\$250,000 each person/\$500,000 each occurrence	\$108.80
Underinsured Motorist Property Damage	\$100,000 each occurrence	\$10.90
Personal Injury Protection	\$35,000	\$75.04
Loss of Income	\$700 max per week/\$36,400 max per occurrence each person	Included
Collision	Deductible: \$500	\$258.93
Comprehensive	Deductible: \$200	\$90.13
Auto Loan/Lease	No Coverage	
Towing	\$150	\$5.00
Rental Reimbursement	\$50 per day / \$1,500 per occurrence	\$25.10
Stereo/Communication Equipment	No Coverage	
Customized Equipment	No Coverage	
<b>Vehicle Premium:</b>		<b>\$880.94</b>

**Auto Accidental Death** \$10,000 \$6.00

**Premium Change Amount:** \$412.39 **Your Total Annual Premium:** \$3,006.93  
Your bill or credit will be sent separately. \*Includes \$30 Base Policy Premium.

**Your Discounts**

- Airbag Both Driver and Passenger
- Anti-Theft
- Auto Plus Homeowner
- Multiple Car
- New Customer
- Safe Driver

**Household Drivers**

- Dale Malmberg**  
Safe Driver Years: 1 You earned a Safe Driver year for the previous policy period.  
Driver's Discounts: New Customer, Safe Driver
- Cornie Malmberg**  
Safe Driver Years: 1 You earned a Safe Driver year for the previous policy period.

Questions? Check our Customer Care site at pemco.com, or call 1-800-GO-PEMCO (1-800-467-3626).

**Auto Declarations 08/10**  
Page 2 of 4  
110049 Malmberg  
000024





# BUDGET TOWING, INC.

2410 Old Hwy. 99 South Rd.  
Mount Vernon, Wa 98273  
(360) 424-4517 Fax (360) 424-9193



DATE 6-8-11	TIME 1:25	A.M. <input checked="" type="checkbox"/> P.M.	REQUESTED BY GEMC OVERCAMP	RO. NO. 11918817
----------------	--------------	--	-------------------------------	---------------------

[REDACTED]		[REDACTED]	
------------	--	------------	--

REGISTERED OWNER M. V. [REDACTED]	STATE WA
--------------------------------------	-------------


YEAR MAKE MODEL 10 FORD FUSION	COLOR BLU	ODOMETER 13738
-----------------------------------	--------------	-------------------

LOCATION OF VEHICLE 173111 Lakewood BLVD - BIG LAKE	STATE WA	VIN 3FA0P0L31AR
--	-------------	--------------------

TOWED TO 3100 Bickford Ave Snohomish WA
--

INSURANCE CO.	POB	DATE	PHONE #
---------------	-----	------	---------

RELEASED BY	AUTUM
-------------	-------

<b>REASON FOR SERVICE</b> <input type="checkbox"/> ACCIDENT <input type="checkbox"/> BREAK DOWN <input type="checkbox"/> ABANDONED <input type="checkbox"/> UNREGISTERED <input type="checkbox"/> NO START <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> FIRE LANE <input type="checkbox"/> LOCK OUT <input type="checkbox"/> NO TRESPASS <input type="checkbox"/> TOW ZONE <input type="checkbox"/> ARREST <input type="checkbox"/> STOLEN <input type="checkbox"/> IMPOUNDED <input type="checkbox"/> SNOW REMOVAL <input type="checkbox"/>	<b>TYPE OF TOW</b> <input type="checkbox"/> SLING / HOIST <input type="checkbox"/> FLAT BED / RAMP <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/>	PERSONALS TAKEN BY _____ DATE _____ PHONE # _____ <b>VEHICLE STORAGE TIME</b> FROM _____ TO _____ DAYS @ _____ <b>INDICATE DAMAGED AREA(S) ON VEHICLE</b> 
---	--	--

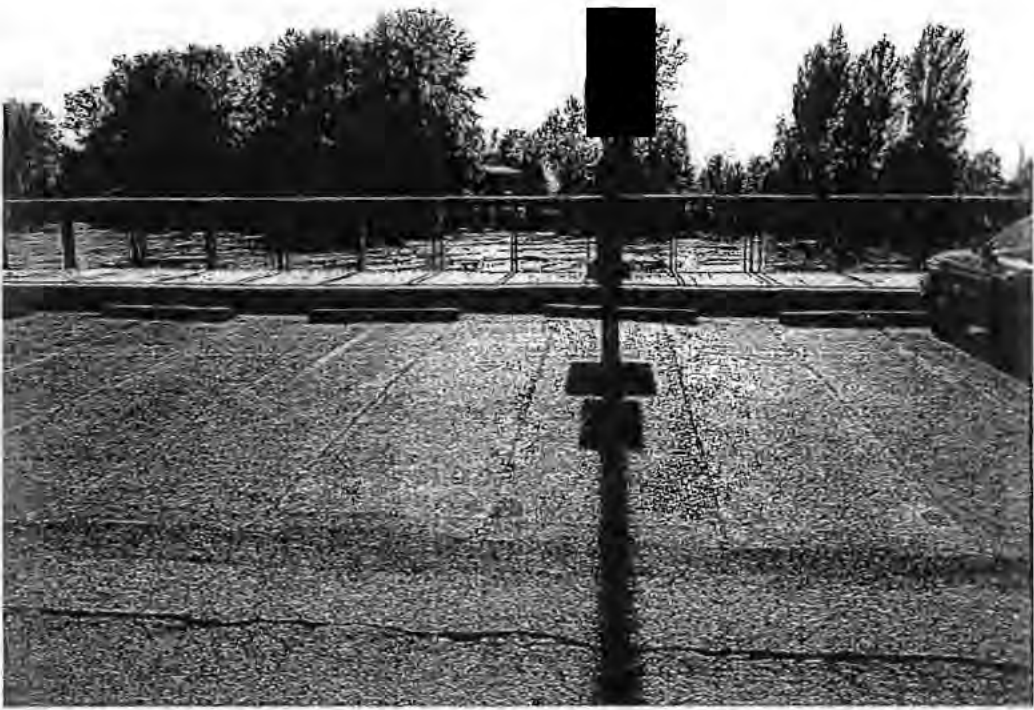
<b>SPECIAL EQUIPMENT USED</b> <input type="checkbox"/> WINCH <input type="checkbox"/> FLARES <input type="checkbox"/> DOLLIES <input type="checkbox"/> SCOTCH <input type="checkbox"/> RAMPS <input type="checkbox"/> <input type="checkbox"/> SNATCH BLOCKS	<b>OTHER SERVICES</b> <input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXLE <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> FIRST AID	<b>KEYS LEFT</b> Y N <b>RADIO</b> Y N
--	--	--

<b>METHOD OF PAYMENT</b> <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHECK    DRIVERS LIC # _____ <input type="checkbox"/> CC <input type="checkbox"/> CHARGE <input type="checkbox"/> EXP. DATE _____ CREDIT CARD # _____	<table border="1"> <tr> <td>ENROUTE</td> <td>SERVICE CHARGE</td> <td>115</td> </tr> <tr> <td>FINISH</td> <td>ENROUTE</td> <td></td> </tr> <tr> <td>START</td> <td>TOWED</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>LABOR</td> <td></td> </tr> <tr> <td>FINISH</td> <td>SPECIAL EQUIPMENT</td> <td></td> </tr> <tr> <td>START</td> <td>STORAGE</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>SUB-TOTAL</td> <td>415</td> </tr> <tr> <td>FINISH</td> <td>TAX</td> <td>369</td> </tr> <tr> <td>START</td> <td>TOTAL</td> <td>4269</td> </tr> </table>	ENROUTE	SERVICE CHARGE	115	FINISH	ENROUTE		START	TOWED		TOTAL	LABOR		FINISH	SPECIAL EQUIPMENT		START	STORAGE		TOTAL	SUB-TOTAL	415	FINISH	TAX	369	START	TOTAL	4269
ENROUTE	SERVICE CHARGE	115																										
FINISH	ENROUTE																											
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TOTAL	LABOR																											
FINISH	SPECIAL EQUIPMENT																											
START	STORAGE																											
TOTAL	SUB-TOTAL	415																										
FINISH	TAX	369																										
START	TOTAL	4269																										

47244 WE CANNOT BE RESPONSIBLE FOR DAMAGES CAUSED BY FAULTY TIRES, BUMPER BRACKETS, ETC. BUDGET L & R TOWING ASSUMES NO RESPONSIBILITY FOR LOSS OR DAMAGE BY THEFT, FIRE, OR ANY OTHER CAUSE BEYOND OUR CONTROL, TO ANY VEHICLE PLACED WITH US FOR TOWING, STORAGE, OR REPAIRS. **Thank You!**

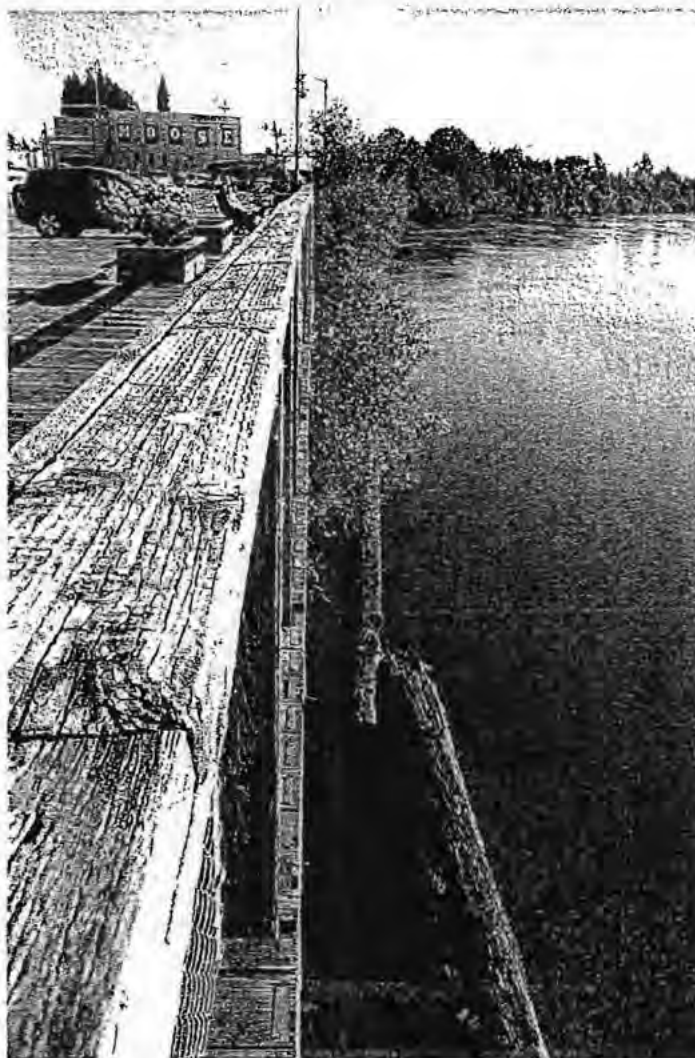
Revised Form NEBS CUSTOM printing service 1-800-898-5227 - NEBS, Inc. Galen, MA 01471 nebs.com (M) 0112 0440206

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110049 Malmberg  
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110049 Malmberg  
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Server: AWS Prod  
Claims loaded through: 18-JUL-2011

## Vehicle Information Report

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

VIN:	3FADP0L35AR	Vehicle Line WERS:	C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-11]	Engine:	C/S3 - ATK-CYC 2.5 4V PFI 14 GAS/EI
Model Year:	2010	Vehicle Line AWS:	DH - FUSION HYBRID	Global Engine:	E0611 - DURATEC HYBRID 14 (2.3/2.4)
Vehicle Type:	C	Vehicle Line Global:	DH - FUSION HYBRID (NA-HSAP)	Engine Plant:	EN06 - CHIHUAHUA GAS
Inv. Dealer:	*	Drive Code:	C/A - 2 WHL L/H FRONT DRIVE	Transmission:	C/A1 - CVT AUTO TRANS*PWR SPLT
Vehicle Status Code:	800	Body Cab Style:	C/A - 4 DOOR SEDAN-4 LITE	Global Trans:	A0111 - AT - ACP35 (HYB CVT) - AIS
Market Derived:	F - FORD	Version/Series:	* - [N/A]	Trans Plant:	AT01 - A/T AISIN WARNER

### BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	Assembly Plant:	A3 - HERMOSILLO PLANT BUILD
Country Built:	MEX - MEXICO	Production Date:	02-27-10

### SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	Arrival Date:	03-26-10	Red Carpet Lease:	*
Country Sold:	USA - UNITED STATES	Sale Date:	11-04-10	Fleet/Retail/Co. Lease:	R
Vehicle Count Flag:	Y	Warranty Start Date:	11-04-10	Modified Vehicle:	*
Selling Dealer St/Prov:	WA	Original WSD:	11-04-10	Warranty Status Ind:	*
Selling Dealer (code):	BICKFORD MOTORS, INC [174540 - *]			Vehicle Export Flag:	N

### VOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----1-----2-----3-----4-----5-----6-----  
POLAR335E19Y 3 C F 2 12BK105 BB E SRH 7C LAU 3BB SHY 374A003 D UH TW D33FAD5 6 3 500A 3HWA

### EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----1-----2-----3-----4-----5-----6-----

### INSTALLED OPTION INFORMATION:

Air Conditioning:	C/G - DUAL ZONE AUTO TEMP CONTROL AC	Color(Trim):	(00DW) - CHARCOAL BLACK	Navis Engine Serial #:	140210081522
Alternator Amp Rating:	*	Delivery Type:	0	Paint:	PN3KQ - TUXEDO BLACK MF
Audio Disk:		Driveshaft Code:	*	Power Antenna:	* - [N/A]

Axle Ratio: EGAQN - 2.57 FINAL DRIVE RATIO  
 Axle Type: \* - [N/A]  
 Battery Amp Rating: \*  
 Brake Code: \* - [N/A]  
 Brake Code(Service): \* - [N/A]  
 Calibration Code: ADE1HV0A  
 Color(Accent): \* - [N/A]

Front Seat: C/B - SEAT-INDIVIDUAL-L/B DRV/PASS  
 Fuel Type: AF - UNLEADED FUEL CAPABILITY  
 Fuel Type Engine: H - Hybrid  
 GVW Class Code: D  
 Instrumentation: \* - [N/A]  
 Mirror(Driver Side): DA - DRV PWR/HT/CK MIR W/PUDDLE LMP  
 Mirror(Psngr Side): DA - PASS PWR HEATED-CK/PUD LMP

Radio: PB - AM/FM STR/MP3/6 DISC C  
 Sound System: BA - STANDARD AUDIO (BAS)  
 Tire Manufacturer: AJ - MICHELIN  
 Tire Brand: B90ANNHX - \*  
 Tire Size: D3KGP - P225/50VR 17  
 Traction Control: \* - [N/A]

### TRACEABILITY INFORMATION

Trace Commodity	Trace Full Number
ABS - ANTI-LOCK BRAKE SYSTEM MODULE	0000N51020700004
DA - DRIVER AIRBAG	9EAA5B8NDR1002130443
DC2 -	1013FCD00328
DKA -	T179046Y12013
DSC - DRIVER SIDE AIR CURTAIN	LRL1002161046
EN - ENGINE	E1111 140210081522 9G 314 CA
FT - FUEL TANK	002479340
HB - HYBRID ELECTRIC VEHICLE BATTERY	59AH229200005419R6
LF - LEFT FRONT TIRE	B90ANNHX0710H7MH1
LR - RIGHT INBOARD TIRE (FOR DUAL WHEELS)	B90ANNHX0710H7MHS
MCC - SYNC CCPU DPS CHECKSUM	00004136
MCP - SYNC CCPU PART NUMBER	AR3T-14D544-AE
MHP - SYNC HARDWARE PART NUMBER	9L3T-14F130-AB
MSN - SYNC ESN	5M1R02QH
MVC - SYNC VMCU CHECKSUM	00003DF7
MVP - SYNC VMCU PART NUMBER	9L2T-14D205-AF
PA - PASSENGER AIRBAG	NPA1002180258
PSC - PASSENGER SIDE AIR CURTAIN	LRR1002180605
RCM - RESTRAINT CONTROL MODULE	2TB314055541
RF - RIGHT FRONT TIRE	B90ANNHX0610H7LJ4
RR - RIGHT REAR TIRE	B90ANNHX0710
SR - SATELLITE RADIO	SAT 031540810030
ST - SPARE TIRE	UYMP_ABC0310H2RZZ
TR - TRANSMISSION	A5502 290110 003885 9E58 7000 DA

### TIRE DOT INFORMATION:

LF:	B90ANNHX0710	RF:	B90ANNHX0610
LR:	B90ANNHX0710	RR:	B90ANNHX0710
Li:	*	RI:	*



SPARE: UYMP\_ABC0310

DOT Plant Manufacturer:

B9 - MICHELIN NORTH AMERICA , INC. , LEXINGTON , SOUTH CAROLINA

---

**ESP INFORMATION:**

ESP Code:  
ESP Coverage(Miles):  
ESP Coverage(Time):  
ESP Plan Year:  
ESP Signature Date:

**EMISSIONS INFORMATION:**

- \* Emission Code:
- \* Emission Cert Type:
- \* Emission Decal Suffix:
- \* Engine Family:

DGAAE - 50 STATE EMISSION REQ5

TEM  
AFMXV025VZH - 2010 2.5L FUSION MILAN

---

Any comments? You can contact



webmaster

114848

Server: AWS Prod  
Claims loaded through: 18-JUL-2011  
Can't find claims for VIN Code

## STANDARD CLAIMS LIST

### AWS Online Report

Run Date: 19-JUL-11

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

---

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
-----	--------	---------	---------	----------	------------	------------	----------	----------	---------	-----------	-----------	----------------	----------	-----	-----	------	------	------	--------	---------	-----	-----	----

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Any comments? You can contact



webmaster



DEALER 74A 003

VIN 3FADP0L35AR [REDACTED]

	Exempt Price	Trade Amount
FUSION HYBRID	27950.00	25666.00
2010 MODEL YEAR		
UH TUZEDO BLACK METALLIC		
TW DK CHARCOAL CLOTH BUCKETS		
INCLUDED ON THIS VEHICLE		
RAPID SPEC 500A		
OPTIONAL EQUIPMENT		
993 .2.5L I4 HEV ENGINE	NC	NC
44H R-CVT AUTO TRANSMISSION	NC	NC
T7C .P225/50R17 V-RATED TIRES	NC	NC
JOB #3 ORDER		
153 FRONT LICENSE PLATE BRACKET	NC	NC
425 50 STATE EMISSIONS	NC	NC
TOTAL OPTIONS	00	00
TOTAL VEHICLE & OPTIONS	27950.00	25666.00
DESTINATION & DELIVERY	725.00	725.00
<hr/>		
TOTAL FOR VEHICLE	28675.00	
FUEL CHARGE		49.14
PDAF/LMDA ASSESSMENT		353.00
SHIPPING WRIGHT 3489 LBS.		
TOTAL	28675.00	26793.14

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		74A003			
Bill Pierre Ford, Inc.		WA 98165		Order Type	2
P.O. BOX 27165		Ramp Code	RA72	Batch ID	AB222
Seattle		Price Level	055		
Ship to (if other than above)		Date Inv. Prepared		Item Number	Transit Days
		02 22 10		74-K105	20
		Ship Through			
Invoice & Unit Identification NO		Final Assembly Plant		Finance Company and/or Bank	
3FADP0L35AR [REDACTED]		HERMOSILLO		Ford Motor Credit 000001	

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
839	26793.14	25876.14	25976.14	26960.97

This invoice to be used for the billing of vehicles only

Dealers copy

### GCQIS Report Analysis

## Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

**File Report To This Folder**

**File Report To A Folder**

**Add Comments**

**Previous**

**Next**

**Save**

**Mail Report**

Download Options

Report Detail Section :

Attachments: 0

<b>Report# :</b>	BFJBV003 NHL	<b>Received:</b>	06/10/2011
<b>CCRG/EPRC:</b>	S	<b>Date:</b>	06/10/2011
<b>Vehicle:</b>	2010,FUSION,HYBRID ,SEDAN ,3FADPOL35AR [REDACTED]	<b>Build Date:</b>	02/27/2010
<b>Odometer :</b>	13,738 M	<b>Calibration:</b>	ADE1HV0A
<b>Transmission:</b>	CVT AUTO	<b>A/C:</b>	YES
<b>Dealer:</b>	USA 08680 Bickford Motors, Inc.	<b>Phone#:</b>	(360) 568-2122
<b>City:</b>	Snohomish	<b>State:</b>	Washington
<b>Originator:</b>	ALEX STOGIN	<b>Country :</b>	USA
<b>Symptom:</b>	5 58 2 00 DRV PERF,ENGINE SURGE,ACCEL,UNKNOWN		
<b>Status:</b>			
<b>VFG:</b>	V52 DRIVEABILITY		
<b>Additional Symptom:</b>	UNWARRANTED ACCELERATION		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

Hotliner: SKOLUSK

Phone: [REDACTED]

Regn Cd: W5 Seattle

Engineering:

Phone: [REDACTED]

TAR:

Dlr Contact: ALEX STOGIN

Phone: [REDACTED]

Title Cde: T



**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR** 06/10/2011 01:02PM STEVEN KOLUSK MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN: "C/S HUGE HISSING SOUND FROM CAR, WHEN  
PARKING, AND THEN THE CAR HAD UNWANTED ACCELERATION. CUSTOMER USED  
BOTH FEET TO STAND ON BRAKE PEDAL AND FORCED TRANSMISSION GEAR SHIFTER  
INTO PARK. CUSTOMER STATED NO CHECK INSTRUMENT CLUSTER LIGHTS CAME  
ON--ADVISE" (QUOTED FROM REPAIR ORDER) DIAGNOSTICS: EEC TEST, NO  
DTCS. CK OASIS, NO TSB/SSMS. DAMAGE FOUND ON/AROUND LOWER FRONT  
BUMPER, VALENCE, ETC. SHORT DRIVE FOUND NORMAL OPERATION. PARTS  
REPLACED:: NONE TECH QUESTION: LOOKING FOR KNOWN CONCERNS WITH  
UNCOMMANDED ACCELERATION.

**RECOMM** 06/10/2011 01:02PM STEVEN KOLUSK MSS - FCSD - TECH SVC HOTLINE  
ALEX, DUE TO THE NATURE OF THE SYMPTOM, AND VEHICLE DAMAGE PRESENT,  
PLEASE INSTRUCT YOUR SERVICE MANAGER TO COMPLETE THE FORM FORM TO  
REQUEST OGC REVIEW PRIOR TO PERFORMING ANY REPAIRS TO THE VEHICLE. THE  
FORM CAN BE LOCATED ON THE MAIN FMCDEALER WEB PAGE UNDER PARTS/SERVICE  
UNDER THE CUSTOMER SATISFACTION TAB CLICK ON THE DEALER/FLEET REQUEST  
FOR OGC REVIEW LINK. COMPLETE THE FORM AND SUBMIT. AN OGC  
REPRESENTATIVE WILL CONTACT YOUR SERVICE DEPARTMENT TO REVIEW THE  
CONCERN. THANK YOU. ISM 07-03-017 REPORTED FIRE, ACCIDENT, & /OR  
INJURY HAS OCCURRED DUE TO AN ALLEGED PRODUCT DEFECT - REQUEST FOR  
DEALER/FLEET REQUEST FOR OGC REVIEW

**ADD-ON** 06/10/2011 01:04PM STEVEN KOLUSK MSS - FCSD - TECH SVC HOTLINE  
UPDATED REPORT AS A POTENTIAL SAFETY ISSUE.

**AUDIT** 07/02/2011 11:07AM  
SYMPTOM 6 30 5 01 CHANGED TO 5 58 2 00 BY CS012093

Download Options

Folder Number:

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---

**Requester:** LBINGHAM

Report Summary

**Server:** FCWS686

**Ford Proprietary, Private**

19-Jul-2011

**Retention:** None



All Action Details for Issue

[Print](#)

VIN: 3FADP0L35AR[REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-11-04  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE  
BASE

Odometer: 12815 MI

Comm Type: PHONE

Analyst Name: MONTGOMERY  
(DMONTG50),DAWN

Analyst: DMONTG50

Action Date: 06/14/2011

Action Time:  
13.30.05.373

Action Data: No

Comments CUSTOMER SAID: -C/W [REDACTED] -OWNER -DAY/HM 3 [REDACTED] 2010 FUSION HYBRID 12815-  
3FADP0L35AR[REDACTED] I HAVE A CONFIRMATION # FOR VEH STATUS -VEH TOOK OFF WITHOUT TOUCHING THE  
ACCELERATOR WHEN PARKING THE VEH -WE CONTACTED NHTSA AND GOT CONFIRMATION # AND FORD  
CALLED US BACK LAST THURSDAY WITH THERE OWN CONFIRMATION #-I HAVEN'T HEARD ANYTHING SINCE-  
THIS IS AN INCONVENIENCE FOR US NOT HAVING THE VEH IN-LOOKING TO FIND OUT STATUS OF THE VEH  
ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY  
BE PROPERLY ADDRESSED.-ADVISED THAT QUESTIONS HE IS ASKING FOR LEGAL, I'M NOT ABLE TO ANSWER  
SINCE THIS IS LEGAL CASE, HE WOULD HAVE TO WAIT FOR LEGAL TO CONTACT HIM

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FADP0L35AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-11-04  
 Symptom Desc: SURGE ACCELERATION Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - FIN ASSIST - EXTENUATING Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 06/10/2011

Action: TIER II ESCALATION - LOANER RENTAL Origin Desc: US CONCERN CASE BASE  
 Dealer: 08680 BICKFORD MOTORS, INC  
 Odometer: 12815 MI Comm Type: PHONE  
 Analyst Name: NELSON RANDENE Analyst: RNELS119  
 Action Date: 06/08/2011 Action Time: 15.17 12.195 Action Data: Yes

Comments CUSTOMER SAID: ---WIFE, [REDACTED] WAS PARKING CAR YESTERDAY AND THERE WAS A 2010 FORD FUSION HYBRID. THERE WAS SUDDENT ACCELERATION WHEN SHE WAS PARKING. VEH WENT OVER AN EMBANKMENT ALMOST INTO A RIVER. THERE WAS DAMAGE TO THE CAR.BEFORE THIS HAPPENED, THERE WAS A HUGE WHINING SOUND AND THEN IT ACCELERATED. ---JUST PAST THE EMBANKMENT WAS A RIVER. SHE MANAGED TO STOP IT WITH BOTH FEET ON BRAKE PEDAL AND FORCED THE SHIFTER INTO PARK. --- CONTACTED INSURANCE COMPANY - INSURANCE WILL NOT PAY FOR ANYTHING, THEY WANT TO WORK WITH THE DEALER AND INVESTIGATE. INSURANCE WILL NOT AUTHORIZE RENTAL UNTIL IT IS ACTUALLY BEING REPAIRED. ---FILED A REPORT WITH NHSTA AND WAS TOLD TO CONTACT FORD.---VEHICLE IS AT HOME, CUST WILL MAKE ARRANGEMENTS TO GET THE VEHICLE TO THE DLR. WOULD LIKE TO GO TO BICKFORD MOTORS.--- CHECK FLOOR MAT AND IT LOOKED FINE,---LOOKING FOR WHY THIS HAPPENED, RENTAL, REPAIR---BICKFORD MOTORS, INC. --- 3100 BICKFORD AVENUE ---SNOHOMISH WA 98290 ---360-568-2122CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN ASSIST YOU.

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	1

Action: TIER ONE CLOSE ISSUE Origin Desc: TIER ONE - MELBOURNE  
 Dealer: 08680 BICKFORD MOTORS, INC  
 Odometer: 12815 MI Comm Type: OUTBOUND CALL TO CUSTOMER  
 Analyst Name: NELSON RANDENE Analyst: RNELS119  
 Action Date: 06/10/2011 Action Time: 10.35 43.990 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments 1. DATE OF THE ACCIDENT - JUNE 7, 20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT - SUDDEN ACCELERATION3. IF THERE WERE ANY INJURIES SUSTAINED - NONE4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED - PARKING LOT JUST OFF RIVER5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. NONE6. 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. PEMCO INSURANCE. 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. PEMCO HAS NOT PROCEEDED BUT IS WAITING TO HEAR FROM FORD, INSURANCE CLAIM NUMBER IS: [REDACTED] 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. HAS NOT BEEN LOOKED AT, IT SHOULD BE 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS



THEY HAVE SOUGHT ONE) 12. WHAT THE CUSTOMER IS SEEKING? LOANER VEHICLE, ANSWERS AS TO WHY THIS HAPPENED, REPAIRED VEHICLE, ASSURANCES IT WILL NOT HAPPEN AGAIN, —CUST SAYS THAT THE DLR IS AT A LOSS AS TO WHAT TO DO REGARDING THIS PROBLEM AND IS FRUSTRATED THAT THEY ARE WITHOUT A VEHICLE OR ANSWERS —CRC ADV. ADV THAT THEY WILL RECEIVE SOMETHING FROM THE LEGAL DEPARTMENT WITHIN 15 DAYS AND THAT THE INSURANCE COMPANY SHOULD GET ALL THE INFORMATION AND CAN WORK TO GET THE VEHICLE REPAIRED AND SUBROGATE THAT WITH FORD AS NEEDED, I WILL GIVE THE DLR A CALL TO SEE IF THEY HAVE ANY QUESTIONS. —

Action: TIER ONE CLOSE ISSUE

Dealer: 08680 BICKFORD MOTORS, INC.

Origin Desc: TIER ONE - MELBOURNE

Odometer: 12815 MI

Comm Type: OUTBOUND CALL TO DEALER

Analyst Name: NELSON RANDENE

Analyst: RNELS119

Action Date: 06/10/2011

Action Time: 10.41.52.488

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship  
DEALER

Comments LEFT MESSAGE FOR S/M OF CASE NUMBER AND ADV THAT HE TALK TO HIS CCST WITH ANY FURTHER QUESTIONS OR FEEL FREE TO GIVE ME A CALL

Action: CONCERN ADDRESSED

Dealer: 08680 BICKFORD MOTORS, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12815 MI

Comm Type: OTHER

Analyst Name: MCCAULEY, ERIN

Analyst: EMCCAUL3

Action Date: 06/10/2011

Action Time: 17.35.17.026 Action Data: Yes

Comments CSM ERIN SPOKE WITH COM SCOTT AND CONFIRMED THIS CASE SHOULD HAVE BEEN ADDRESSED WITH THE LEGAL SCRIPT \_\_ TIER 1 AGENT CONTACTED THE CUST AND PROVIDED LEGAL SCRIPT \_\_ CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	76
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

[Print](#)

VIN: 3FADP0L35AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-11-04  
 Symptom Desc: ENG SPEED-UP SUDDEN ACCELERATION Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT Secondary Phone: [REDACTED]  
 Issue Type: 10 OGC Issue Status: CLOSED

Action: ADVISE CUSTOMER INFO WILL BE SENT TO OGC  
 Dealer: 08680 BICKFORD MOTORS, INC. Origin Desc: US CONCERN CASE BASE  
 Odometer: 12815 MI Comm Type: PHONE  
 Analyst Name: ALLEN (CALLEN47),CHARMAINE Analyst: CALLEN47  
 Action Date: 06/09/2011 Action Time: 14.36.16.209 Action Data: Yes

Comments CUSTOMER SAID: WIFE, [REDACTED], WAS PARKING CAR YESTERDAY AND THERE WAS A 2010 FORD FUSION HYBRID. THERE WAS SUDDENT ACCELERATION WHEN SHE WAS PARKING. VEH WENT OVER AN EMBANKMENT ALMOST INTO A RIVER. THERE WAS DAMAGE TO THE CAR.BEFORE THIS HAPPENED, THERE WAS A HUGE WHINING SOUND AND THEN IT ACCELERATED. —JUST PAST THE EMBANKMENT WAS A RIVER, SHE MANAGED TO STOP IT WITH BOTH FEET ON BRAKE PEDAL AND FORCED THE SHIFTER INTO PARK. — CONTACTED INSURANCE COMPANY - INSURANCE WILL NOT PAY FOR ANYTHING, THEY WANT TO WORK WITH THE DEALER AND INVESTIGATE. INSURANCE WILL NOT AUTHORIZE RENTAL UNTIL IT IS ACTUALLY BEING REPAIRED.—FILED A REPORT WITH NHSTA AND WAS TOLD TO CONTACT FORD.—VEHICLE IS AT HOME, CUST WILL MAKE ARRANGEMENTS TO GET THE VEHICLE TO THE DLR. WOULD LIKE TO GO TO BICKFORD MOTORS.— CHECK FLOOR MAT AND IT LOOKED FINE.—LOOKING FOR WHY THIS HAPPENED, RENTAL, REPAIR—BICKFORD MOTORS, INC. —3100 BICKFORD AVENUE --SNOHOMISH WA 98290 —360-568-2122DEALER SAID: ICKFORD MOTORS, INC. —3100 BICKFORD AVENUE —SNOHOMISH WA 98290 —360-568-2122CRC ADVISED: CRC ADVISED CALLEN T/L- DOCUMENTING CASE IN AGENTS ABSENCEI 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. THIS CASE WAS SENT IN ERROR AS AN 04 REGIONAL CASE - IF YOU NEED MORE INFO RELATING THE CASE WE WILL ADD TOMORROW WHEN AGENT RETURNS

Data Element Name	Data Value
FIRE / ACCIDENT	A

Action: TIER ONE CLOSE ISSUE  
 Dealer: 08680 BICKFORD MOTORS, INC. Origin Desc: TIER ONE - MELBOURNE  
 Odometer: 12815 MI Comm Type: OUTBOUND CALL TO CUSTOMER  
 Analyst Name: NELSON RANDENE Analyst: RNELS119  
 Action Date: 06/10/2011 Action Time: 10.40.18.128 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments COMMENTS 1. DATE OF THE ACCIDENT - JUNE 7, 20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT - SUDDEN ACCELERATION3. IF THERE WERE ANY INJURIES SUSTAINED - NONE4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED - PARKING LOT JUST OFF RIVER5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. NONE6. 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, PEMCO INSURANCE. 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. PEMCO HAS NOT PROCEEDED BUT IS WAITING TO HEAR FROM FORD. INSURANCE CLAIM NUMBER IS: [REDACTED]. 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. HAS NOT BEEN LOOKED AT, IT SHOULD BE. 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). 12. WHAT THE CUSTOMER IS SEEKING? LOANER VEHICLE, ANSWERS AS TO WHY THIS HAPPENED, REPAIRED VEHICLE, ASSURANCES IT WILL NOT HAPPEN AGAIN. --CUST SAYS THAT THE DLR IS AT A LOSS AS TO WHAT TO DO REGARDING THIS PROBLEM AND IS FRUSTRATED THAT THEY ARE WITHOUT A VEHICLE OR ANSWERS. --CRC ADV: ADV THAT THEY WILL RECEIVE SOMETHING FROM THE LEGAL DEPARTMENT WITHIN 15 DAYS AND THAT THE INSURANCE COMPANY SHOULD GET ALL THE INFORMATION AND CAN WORK TO GET THE VEHICLE REPAIRED AND SUBROGATE THAT WITH FORD AS NEEDED. I WILL GIVE THE DLR A CALL TO SEE IF THEY HAVE ANY QUESTIONS.

---

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All Action Details for Issue

[Print](#)

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VIN: 3FADP0L35AF [REDACTED]      Year: 2010      Model: FUSION      Case: [REDACTED]  
Name: [REDACTED]      Owner Status: Original      WSD: 2010-11-04  
Symptom Desc:      Primary Phone: [REDACTED]  
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY      Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY      Issue Status: CLOSED

---

Action: PUBLIC-PRIVATE OFFER  
Dealer:      Origin Desc: MANUAL - PHONE CSR  
Odometer: 12815 MI      Comm Type: PHONE  
Analyst Name: NELSON RANDENE      Analyst: RNELS119  
Action Date: 06/08/2011      Action Time: 15.19.02.861      Action Data: Yes

Comments NO COMMENTS AVAILABLE

<u>Data Element Name</u>	<u>Data Value</u>
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

---

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VEHICLE DETAIL

VIN: 3FADP0L35A[REDACTED] Engine: ATK-CYC 2.5 4V PFI I4 GAS/ELEC  
 Make: FORD Transmission: CVT AUTO TRANS\*PWR SPLT ELECTA  
 Model: FUSION Paint Code/Color: TUXEDO BLACK METALLIC  
 Year: 2010 Calibration: ADE1HV0A  
 Pay Load: Max Towing Weight:  
 GVWR: 04701 Axle Ratio:  
 WheelBase: Y Warranty Start Date: 11/4/2010  
 GCWR: Vehicle Build Date: 2/27/2010  
 PEP Code: 500A

Selling Dealers Name: BICKFORD MOTORS, INC.  
 Selling Dealers P & A Code: 08680 Selling Dealers Sales Code: F74540  
 Selling Dealers Main Phone: 360-568-2122 Selling Dealers Service Phone: 425-334-4045

Vehicle Order Image

1 2 3 4 5 6 7 8 9 10 1 2 3 4 5 6 7 8 9 20 1 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40 1 2 3 4 5 6 7 8 9 50  
 P O L A R 3 3 5 6 1 9 Y 3 C F 2 1 2 B K 1 0 5 8 B E 5 P H 7 C  
 1 2 3 4 5 6 7 8 9 60 1 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 80 1 2 3 4 5 6 7 8 9 90 1 2 3 4 5 6 7 8 9 100  
 L A U 3 B B S M Y 3 7 4 A 0 0 3 0 U H T W D 3 3  
 1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150  
 F A D 5 6 3 5 0 0 A 3 H W A  
 1 2 3 4 5 6 7 8 9 160

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ESP / Recall Information

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VIN: 3FADP0L35AF [REDACTED]

---

Contract: 1 of 1

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

Purchaser: [REDACTED]  
Plan Type: USA 2011 NEW 84/75,000 PREMIUMCARE W/ROADSIDE  
Selling Dealer: BICKFORD MOTORS, INC.  
Deductible: 100  
Rental: 30  
Towing Allowance:

Status: Active  
Expiration Date: 2017-11-04  
Expiration Miles: 75,000  
Plan Year: 2011  
Purchase Type: N  
Options: 1ST,DY,RNT

---

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

Cancel Date:  
Refund Percent:  
Dealer Credited:

Process Date:  
Dealer Received Date:

---

No Recall Information for this VIN

---



LAW OFFICES OF PETER L. MAIER, P.C.  
A PROFESSIONAL CORPORATION

1300 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE, WASHINGTON 98104

PETER L. MAIER  
ATTORNEY

KATHY O'KEEFE  
LEGAL ASSISTANT

TELEPHONE  
(206) 623-2800

FAX  
(206) 423-2186

July 11, 2011



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

Re [REDACTED] v. Ford Motor Company

BY CERTIFIED MAIL and FIRST CLASS MAIL

Dear Ford Motor Company:

We represent [REDACTED] who on November 4, 2010 purchased a 2010 Ford Fusion, VIN No. 3FADP0L35AR [REDACTED] from Bickford Motors, Inc. in Snohomish, Washington.

Since that time our clients have had problems with unintended acceleration/malfunction of the engine/electric motor system.

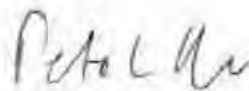
The purpose of this letter is to request that you repurchase or replace the vehicle pursuant to the Washington State Lemon Law, RCW 19.118.041. We hereby make that request on behalf of our clients.

Unless this matter is resolved to our clients' complete satisfaction they will exercise their rights under the Washington Motor Vehicle Express Warranties Act, RCW Ch. 19.118, as well as under the Washington Unfair Motor Vehicle Practices Act, RCW Ch. 46.70, the Federal Magnuson-Moss Act, and any other state and federal statute available to them.

We look forward to your prompt response to this request.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.

  
Peter L. Maier

PLM:ko  
cc: Clients

**LAW OFFICES OF PETER L. MAIER, P.C.**  
A PROFESSIONAL CORPORATION

1300 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE WASHINGTON 98104

PETER L. MAIER  
ATTORNEY

KATHY O'KEEFE  
LEGAL ASSISTANT

TELEPHONE  
(206) 423-2800

FAX  
(206) 623-2186

E-MAIL  
PLMAIER@AOL.COM

July 20, 2011



Ford Motor Co.  
Office of General Counsel  
Attn Catherina Reid  
One American Road  
Dearborn, MI 48176

RE [REDACTED]  
2010 Fusion Hybrid  
VIN 3FADPOL35AR [REDACTED]

Dear Office of General Counsel/ Ms. Reid:

Enclosed are the documents you requested in your letter of July 20. I am in the process of obtaining my clients' signature on the authorization to obtain account information from the lender, JP MorganChase.

The vehicle is presently at the Ford selling dealer, Bickford Motors in Snohomish Washington, where it is undergoing a diagnosis/repair attempt that began on June 8, 2011 when it was towed to the dealership. The issue with this hybrid vehicle is unintended acceleration/malfunction of the gasoline/electric drive system. On June 7, 2011, when Mrs. [REDACTED] was parking in a public lot, the vehicle suddenly and unexpectedly accelerated and moved over a low, concrete block before she was able to make it come to a stop. This was fortunate because otherwise [REDACTED] would have ended up in the deep and cold Skagit River that adjoins the parking lot. The attached photographs show the concrete block that was moved when struck by the Fusion, the Skagit River following beyond the concrete block, and the front end damage to the Fusion.

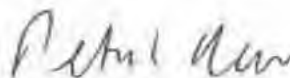
More than 30 days have elapsed since my clients brought the vehicle to Bickford Motors, so that the vehicle qualifies for repurchase under the Washington State Lemon Law, RCW



19.118.041. I can provide an Excel spread sheet with the repurchase figures upon your request.

Sincerely,

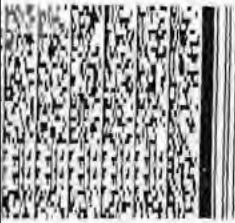
Law Offices of Peter L. Maier, P.C.

A handwritten signature in cursive script, appearing to read "Peter L. Maier".

Peter L. Maier

Enc

cc: Clients



VEHICLE TITLE APPLICATION/REGISTRATION CERTIFICATE

11/19/2010

1032331150185450

ABR9668

Lic/Plt	Issue-Date	Tab-No	Reg-Exp	Value-Code/Yr	Depre	Mo-Reg	Mo-Gwt	
[REDACTED]	11/2010	Y961975	11/04/2011	27950/2010	1	12		
Power	Use	Mod-Yr	Make	Ser/Body	Model/BT	VIN or Serial No	Res-Co	Prev-Plt
G	PAS	2010	FORD	FUSION	FH /4D	3FADP0L35A[REDACTED]	29	
Sclwt	Seats	Gwt	Gwt-Strt	Gwt-Exp	Fleet	Equip	Prev Title	Prev St
3489	00							

BRANDS:

COMMENT:

COLOR-BLACK - DISPLAY TAB ON BACK LICENSE PLATE ONLY - FRONT PLATE IS STILL REQUIRED.

MILEAGE 100 A

REGISTERED OWNER

LEGAL OWNER

[REDACTED]  
MOUNT VERNON WA [REDACTED]

JP MORGAN CHASE BANK NA  
PO BOX 901098  
FORT WORTH TX 76101

I certify that the information contained hereon is accurate and complete

[REDACTED SIGNATURE AREA]

Signature of Registered Owner(s)

Signature of Registered Owner(s)

Subscribed and sworn to before  
DEALER NO 0518 02

This Day of

FILING	\$ 7.00	TBD FEE 2900	\$	CHECK	\$
SUBAGENT	\$ 12.00	RTA EXCISE	\$	CASH	\$
LOCAL FEE	\$	USE TAX	\$	TOTAL FEES	\$ 80.75
LICENSE SRVC	\$ .75	OTHER	\$ 46.00	DLR TEMP CR	\$- 5.00
GWT/VWT FEE	\$ 10.00	DONOR AWARENESS	\$		
		STATE PARKS	\$ 5.00		

VALIDATION CODE 11311501103231119100014018545

ORIGINAL

RPT ID: ATITPR-1

THIS DOCUMENT IS NOT PROOF OF OWNERSHIP

FPD: ATITPR 3006/10/12.00003(2)





# VEHICLE PURCHASE ORDER

3100 Bickford Avenue, P.O. Box 1119, Snohomish, WA 98291-1119  
(425) 334-4045 • (360) 568-2122 • (800) 872-1330 Fax (360) 568-8255

STOCK NO: 14-1202

DATE: 11/04/2010

349922

PURCHASER'S NAME [REDACTED]

PHONE [REDACTED]

CELL [REDACTED]

PURCHASER'S ADDRESS [REDACTED]

MOUNT VERNON WA [REDACTED]

STREET

CITY/STATE

ZIP CODE

I (We) hereby agree to purchase from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side hereof, the following:

YEAR 2010	MAKE FORD	MODEL OR SERIES FUSION	BODY TYPE	COLOR BLACK	I.D. NO. 3FA0P0L35AP [REDACTED]	MILE 100
--------------	--------------	---------------------------	-----------	----------------	------------------------------------	-------------

NAME OF SALESPERSON MATTHEWS, DARREN

DESCRIPTION OF TRADE-IN(S)					CASH DELIVERED PRICE	
YEAR	MAKE	MODEL	MILES	COLOR		
						25675.00
						N/A
						N/A
						N/A
TRADE IN ALLOWANCE					N/A	N/A
LESS LIEN PAYOFF (LEASE? Y / N)					N/A	795.00
NET ALLOWANCE ON TRADE IN					N/A	N/A
CASH WITH ORDER					N/A	
FACTORY REBATE (PROGRAM # _____)					2000.00	
DEPOSIT (NON-REFUNDABLE)					N/A	
TOTAL CREDIT					2000.00	

If the payoff on my trade-in is higher than stated, I (we) agree to pay the shortage by cash or add it to the contract with the dealer's approval. In the event the purchaser fails to take delivery of the car ordered herein, the deposit, down payment or trade-in credit may be retained as liquidated damages by the dealer and the dealer may dispose of the car so ordered without any liability to the purchaser whatsoever. If purchased on chattel mortgage or conditional sales there will be a completed contract with all disclosures that state and federal laws require.

Purchaser [REDACTED]

FINANCE SOURCE JP MORGAN CHASE BANK WA

1	PAYMENT OF \$	N/A	DUE
1	PAYMENT OF \$	N/A	DUE
AND 72	MONTHLY PAYMENTS OF \$	500.00	
STARTING DAY 13	MONTH	DECEMBER	YEAR 2010

ESTIMATED LICENSE AND TRANSFER FEES (includes \$4.00 emergency medical services fee and \$2.50 dealer administration fee; also includes \$3.00 arbitration fee if vehicle is new and \$9.00 bank lien release fee if purchase is being financed.)	159.00
Documentary service fees cover the costs incurred while processing all state, bank and legal documents. THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE.	150.00
____ Years _____ Miles mechanical breakdown insurance	7100.00
TOTAL OF ABOVE ITEMS	3191.00
TOTAL CREDIT (TRFD. FROM LEFT COL.)	2000.00
TOTAL BALANCE \$	29431.56
COST OF LIFE/DISABILITY INSURANCE	N/A
TIME BALANCE OR CASH PRICE	29431.56

THIS ORDER SUBJECT TO CORRECTION OF MATHEMATICAL ERROR BY OUR OFFICE

NOTE TO PURCHASER: Under Regulation Z you, the purchaser, are not legally bound to obtain financing through Bickford Motors, Inc. However, signing this order legally constitutes a binding sale and financing must be completed within 3 days of sale. If balance is financed through seller, sale is subject to approval of credit and terms by lender of seller's choice.

### PURCHASER

I (We), the purchaser, have read all the terms and conditions of this agreement, including those on the reverse side, including delivery date, time or cash price, all incurred taxes, trade-in value, down payment, monthly payments, and guarantee if any; and also certify that I (we) am over 18 years of age; and that there are no oral agreements or representations other than those shown above in writing. I have received a copy of this agreement.

BICKFORD [REDACTED]  
ACCEPT [REDACTED]  
This order [REDACTED]





349822 10-1207 SGAP

AGREEMENT NUMBER: [REDACTED]

**CUSTOMER (BORROWER/LESSEE) INFORMATION**

Last Name [REDACTED] First Name [REDACTED] Middle Initial [REDACTED]  
 Street Address [REDACTED] Apt # [REDACTED]  
 City **MOUNT VERNON** State **WA** ZIP Code [REDACTED]  
 Home Phone # [REDACTED] Bus. Phone # [REDACTED]

**COVERED VEHICLE INFORMATION**

Manufacturer **FORD** Model **FUSI** Year **2010**  
 Vehicle ID # **3FADP0L35AR[REDACTED]** Date of Purchase **11/04/2010**  
 MSRP/NADA Value \$ [REDACTED] Odometer Reading at Time of Purchase [REDACTED]

Charge to CUSTOMER for DEFICIENCY WAIVER ADDENDUM \$ **795.00** APR **6.84%**  
 Installment Sales  Balloon  Amount Financed/Lease Cap \$ **27064.00** Term (in Months) **72** New Vehicle  Used Vehicle

**DEALER INFORMATION**

Dealer # [REDACTED] Dealership Name **BICKFORD MOTORS INC**  
 Street Address **PO BOX 1119**  
 City **SNODGRASS** State **WA** ZIP Code **98291**

**ASSIGNEE INFORMATION**

Assignee **JP MORGAN CHASE BANK NA** Installment Sales Contract/Loan/Lease Acct # [REDACTED]  
 Street Address **PO BOX 901098**  
 City **FORT WORTH** State **TX** ZIP Code **76101-2098**

**THE PURCHASE OF THE DEFICIENCY WAIVER ADDENDUM IS VOLUNTARY, WILL NOT BE A FACTOR IN THE CREDIT APPROVAL PROCESS AND NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE, MAY BE CONDITIONED UPON THE PURCHASE OF THE GAP WAIVER.**

I (CUSTOMER), WHOSE SIGNATURE APPEARS BELOW, ACKNOWLEDGE THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THE FRONT AND BACK OF THIS DEFICIENCY WAIVER ADDENDUM IN ITS ENTIRETY; I UNDERSTAND THAT I AM ENTERING INTO A CONTRACTUAL AGREEMENT WITH THE DEALER/ASSIGNEE. I AGREE TO ALL OF ITS PROVISIONS, TERMS AND CONDITIONS, AND I AM REQUESTING COVERAGE. I UNDERSTAND THAT A CANCELLATION REQUESTED WITHIN THIRTY (30) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND. I UNDERSTAND THAT A CANCELLATION REQUEST RECEIVED AFTER THIRTY (30) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW. IF THE CHARGE TO CUSTOMER FOR THE ADDENDUM WAS INCLUDED IN THE FINANCING OF THE COVERED VEHICLE, ANY REFUNDS FOR CANCELLED ADDENDUMS MAY BE APPLIED BY THE DEALER/ASSIGNEE AS A REDUCTION OF THE OVERALL AMOUNT OWED UNDER THE FINANCE AGREEMENT, RATHER THAN APPLYING THE REFUND STRICTLY TO THE PURCHASE PRICE OF THE ADDENDUM. THIS ADDENDUM DOES NOT TAKE THE PLACE OF INSURANCE ON THE VEHICLE/FINANCE AGREEMENT. THIS ADDENDUM VOIDS THIS ADDENDUM.

Customer [REDACTED] Date **11/04/2010** [REDACTED] Date **11/04/2010**

**COVERAGE**

Customer is responsible to the named Dealer/Assignee under the terms of the described Finance Agreement for the amount of any early termination liability resulting from a Total Loss of the Covered Vehicle. Prior to this Addendum being in effect, the Dealer/Assignee agrees to cancel a portion of the Customer's responsibilities in the event of a Total Loss of the Covered Vehicle as defined herein.

This Addendum will waive the amount equal to the Unpaid Net Balance less the Actual Cash Value of the Covered Vehicle, both as defined herein, subject to the Actual Cash Value not having been reduced by more than \$1,000 as a result of the application of the Customer's Primary Insurance deductible. Any deductible amount in excess of \$1,000 remains the Customer's responsibility. There is no deductible coverage available for vehicles leased in Illinois. It is further agreed that the maximum Total Loss Waiver Benefit is limited to \$50,000. This Addendum may not waive the entire amount owed at the time of loss if the Amount Financed on the Finance Agreement exceeds 150% of the MSRP for new vehicles or 150% of the NADA retail value for used vehicles if the term of the Finance Agreement exceeds 64 months, or if other excluded charges (as defined in this Addendum) are included in the Unpaid Net Balance.

**DECLINATION OF DEFICIENCY WAIVER ADDENDUM**

I DO NOT CHOOSE TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM. I UNDERSTAND THAT BY NOT ACCEPTING THE DEFICIENCY WAIVER ADDENDUM, I AM NOT ENTITLED TO ANY OF THE BENEFITS IN THE EVENT OF A TOTAL LOSS OF THE COVERED VEHICLE.

Customer Signature [REDACTED] Date [REDACTED] Dealer Signature [REDACTED] Date [REDACTED]

Administrator: **SAFE-GUARD PRODUCTS INTERNATIONAL, LLC** • 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305 • 800-742-7896  
 In Indiana, the Plan Administrator is **SAFE-GUARD WARRANTY CORPORATION** • 3500 Piedmont Road, NE, Suite 400, Atlanta, Georgia 30305 • 866-279-5263



**NATIONAL VEHICLE SERVICE CONTRACT  
APPLICATION, TERMS & CONDITIONS**



**SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE**

CPO  
 Incomplete Vehicle  
 Police Vehicle

Vehicle Identification Number: [Redacted]  
 Signature Date: [Redacted] Warranty Start Date: [Redacted]

Internet Sale  Yes  No  IPP - Terms  5  11  17

**SECTION B - TYPES OF NEW PLANS**

**CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)  
**COMPONENT WRAP COVERAGES** (Kia/Hyundai/Mitsubishi):  ExtraCARE  PremiumCARE (Standard Deductible is \$100)  
**RENTALCARE COVERAGE**  RentalCARE (Standard Deductible is \$0)  
**SUPER DUTY COVERAGES**  Diesel EngineCARE  Diesel EngineCARE Plus (Standard Deductible is \$0)  
**DEDUCTIBLES**  \$0  \$200 (Not Available on all Core Coverages)  
 (Optional Only)  \$50  Disappearing (Not Available on all Core Coverages)  
**OPTIONS**  First Day Rental Delete (Core/CPO Coverages)  Enhanced Rental (Not available on All Coverages)  
**SURCHARGES**  12 Months/12,000 Miles  Ambulance/Shuttle/Tow Truck (Specialty)  Snowplow  
 Commercial Business Use  Turbocharger/Supercharger

**SECTION C - TYPES OF USED PLANS**

**CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)  
**DEDUCTIBLES** (Optional ONLY)  \$50  \$200  Disappearing  
**OPTIONS/SURCHARGES**  First Day Rental Delete  Enhanced Rental  Turbocharger/Supercharger  Snowplow

**SECTION D - COVERAGE TERM AND COST**

**NEW PLAN AGREEMENTS:** Coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles/Hours. Coverage **ENDS** at **THE EARLIER** OF the Number of Months Purchased or the Number of Miles/Hours purchased from the New Vehicle Limited Warranty Start Date or Zero Miles/Hours.  
**USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE -** Coverage **BEGINS** at the Signature Date and Current Mileage/Hours. Coverage **ENDS** at **THE EARLIER** OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS) -** Coverage **BEGINS** at the Signature Date and Current Mileage/Hours. Coverage **ENDS** at **THE EARLIER** OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the Signature Date and Current Mileage/Hours.

Plan Name	Plan Term		Plan Expiration		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
	Months	Mileage	Date	Mileage			
Core Plans:	12	12000	11/26/2017	12000	\$ 1,200.00	\$ 117.00	\$ 1,317.00
Other Plans:					\$ 0.00	\$ 0.00	\$ 0.00
<b>Current Mileage:</b>	<b>*Current Hours:</b>	<b>*Expiration Hours:</b>		<b>Total</b>	<b>Total</b>	<b>Total</b>	
100				\$ 2,100.00	\$ 187.00	\$ 2,287.00	

\*Required for Incomplete or Diesel Equipped Vehicles.

**SECTION E - DISCLOSURE INFORMATION**

**THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE. MISSISSIPPI AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.**

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Service Contract Holder/Purchaser Signature (not valid without signature): [Redacted] Signature Date: [Redacted]  
 Service Contract Holder/Purchaser Name and Address: [Redacted]  
 Service Contract Lienholder Name: [Redacted]

**SECTION F - DEALERSHIP INFORMATION**

Dealership Name and Address: [Redacted] Phone Number: [Redacted]



**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

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

Buyer Name and Address (Including County and Zip Code) [REDACTED] MOUNT VERNON, WA	Co-Buyer Name and Address (Including County and Zip Code) [REDACTED] MOUNT VERNON, WA	Creditor-Seller (Name and Address) RICHARD MOTORS INC PO BOX 1119 SNOHOMISH, WA 98068
---	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below, as explained in section 1 on the back. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2016	FORD FUSION	1488	1F7DUGL2SH6 [REDACTED]	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
6.84 %	\$ 6634.68	\$ 29431.56	\$ 36865.24	\$ 2000.00 IS \$ 28865.24

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
72	\$88.52	Monthly beginning DEC 2016

Or As Follows:

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 5 or 5 % of the part of the payment that is late, whichever is greater.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

<b>1 Cash Sale Price</b>	
Vehicle Cash Price	\$ 2575.00
Other	\$ N/A
Other	\$ N/A
Other	\$ N/A
Other	\$ N/A
Sales Tax	\$ 2472.50
Documentary Service Fee (THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE; Documentary service fees are not required by the state of Washington.)	\$ 150.00
<b>Total Cash Sale Price</b>	<b>\$ 28297.50 (1)</b>
<b>2 Total Downpayment =</b>	
Trade-in (Year) (Make) (Model)	
Gross Trade-In Allowance	\$ N/A
Less Payoff Made By Seller	\$ N/A
Equals Net Trade In	\$ N/A
+ Cash	\$ N/A
+ Other <b>REBATE</b>	\$ 2000.00
(If total downpayment is negative, enter "0" and see 4H below)	<b>\$ 2000.00 (2)</b>
<b>3 Unpaid Balance of Cash Price (1 minus 2)</b>	<b>\$ 26297.50 (3)</b>
<b>4 Other Charges Including Amounts Paid to Others on Your Behalf</b>	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to	

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose subject to our approval of your choice as the law allows. You are not required to buy any other insurance to obtain credit.

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

**Check the insurance you want and sign below:**

**Optional Credit Insurance**

Credit Life;  Buyer  Co-Buyer  Both

Credit Disability (Buyer Only)

Premium:

Credit Life \$ \_\_\_\_\_ N/A

Credit Disability \$ \_\_\_\_\_ N/A

Insurance Company Name: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**Other Optional Insurance**

\_\_\_\_\_

Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

\_\_\_\_\_

Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_



to	for	\$	N/A
to	for	\$	N/A
E	Government Taxes Not Included in Cash Price	\$	
F	Government License and/or Registration Fees	\$	
G	Government Certificate of Title Fees	\$	
Total Official Fees Paid to Government Agencies		\$	
H	Other Charges (Seller must identify who is paid and describe purpose)	\$	
to	for Prior Credit or Lease Balance	\$	
to	for	\$	
to	for	\$	
to	for	\$	
to	for	\$	
to	for	\$	
Total Other Charges and Amounts Paid to Others on Your Behalf		\$	334.88 (4)
5	Amount Financed (3 plus 4)	\$	2921.56 (5)

X  
Co-Buyer Signature \_\_\_\_\_ Date 11/04/19

**THIS INSURANCE DOES NOT INCLUDE INSURANCE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY, OR PROPERTY DAMAGE LIABILITY.**

**Returned Check Charge:** If any check you give us is dishonored, you will pay a charge of the lesser of \$40 or the face amount of the check if we make written demand that you do so.

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

Term \_\_\_\_\_ Mos.

Name of Gap Contract \_\_\_\_\_

I want \_\_\_\_\_  
Buyer \_\_\_\_\_

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

If checked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at the time the Balloon Payment is due:

- a)  You may pay your Balloon Payment when due
- b)  You may refinance the Balloon Payment. See paragraph 1.e. on the reverse side of this contract for details.
- c)  You may sell the vehicle back to us. See paragraph 1.e. on the reverse side of this contract for details. If you exercise this option, you must pay \$ \_\_\_\_\_ per mile for each mile in excess of \_\_\_\_\_ miles shown on the odometer and you must pay for excess wear and use as provided in paragraph 1.e.

Assignee has assigned to its qualified intermediary, \_\_\_\_\_, its rights (but not its obligations) with respect to the purchase and sale of the vehicle.

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relation to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs \_\_\_\_\_

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

See back for other important agreements.

**NOTICE TO BUYER:** (a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed 5.96 % (must be filled in) per annum computed monthly.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration clause on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X \_\_\_\_\_ Date 11/04/19 Co-Buyer Signs X \_\_\_\_\_ Date 11/04/19

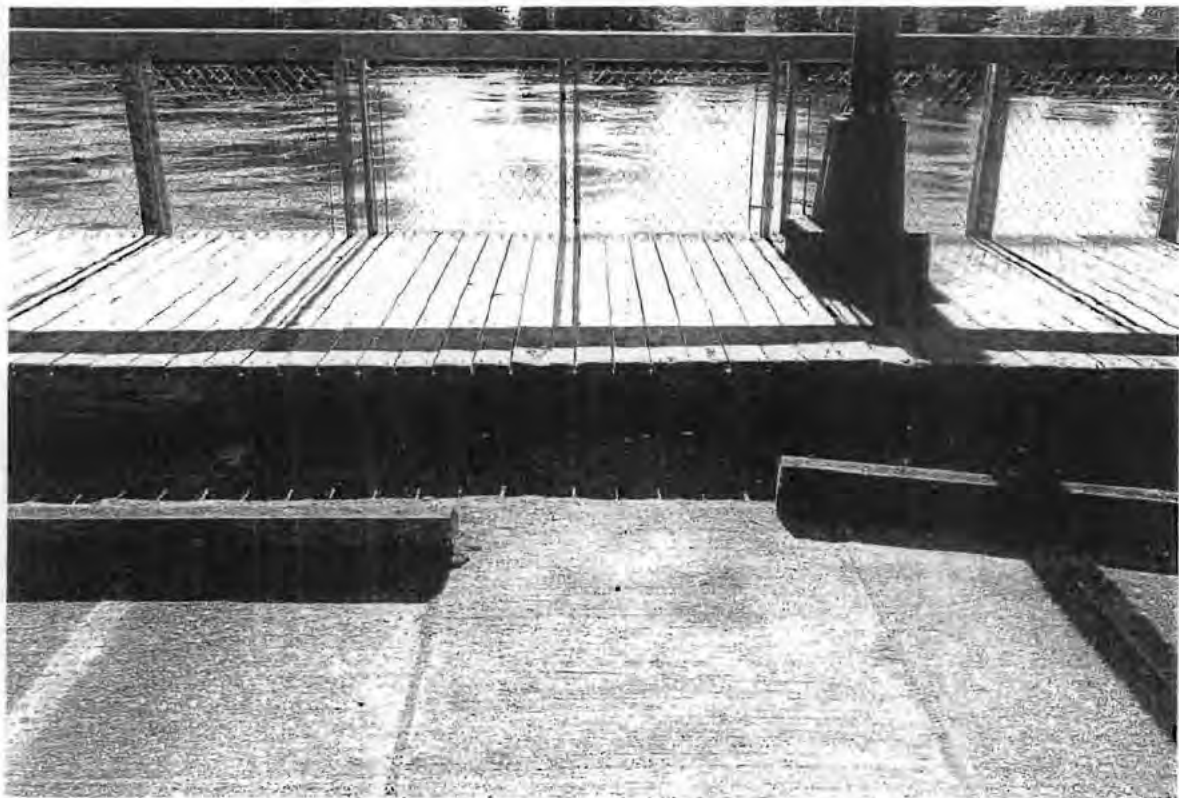
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

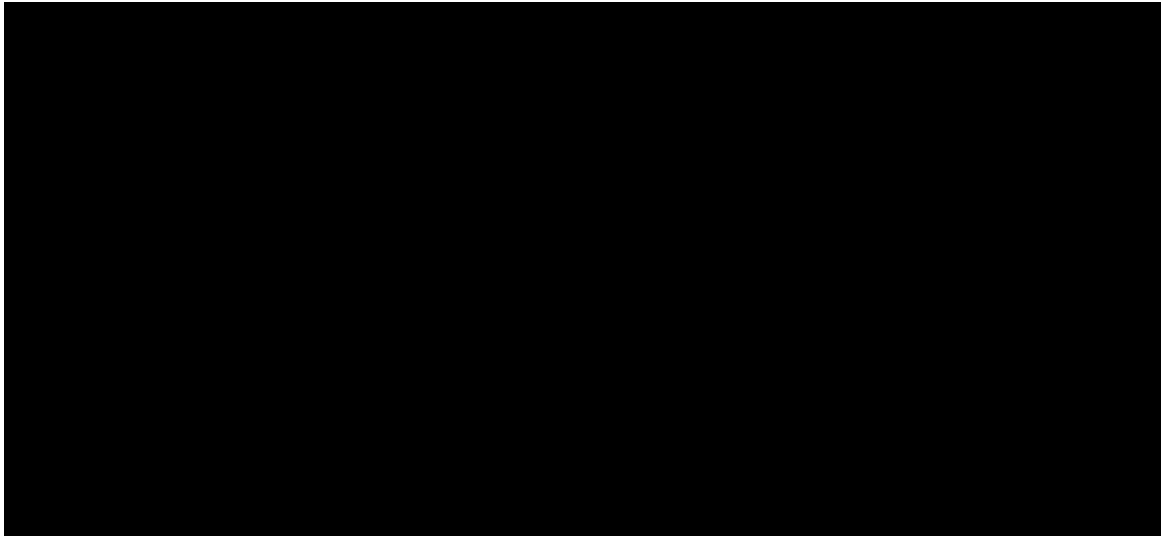
Other owner signs here X \_\_\_\_\_ Address \_\_\_\_\_  
Seller signs \_\_\_\_\_ Date 11/04/19 By X \_\_\_\_\_ Title \_\_\_\_\_













# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.  
EXTENSION 1012  
DIRECT DIAL: 678-757-1012  
E-MAIL: ALEX@ALEXONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300  
ATLANTA, GA 30345  
770-414-1002 1-866-865-3666  
FACSIMILE: 770-414-9891 1-877-216-0365

November 17, 2011

RECEIVED  
NOV 20 2011

Ford Motor Company  
World Headquarters  
Office of General Counsel  
One American Road  
Dearborn, MI 48126

RE: [REDACTED] v. Ford Motor Company  
**NOTICE OF CONSUMER WARRANTY LAW VIOLATION**

Our Client: [REDACTED]  
Vehicle: 10 Ford Escape  
VIN: 1FMCU0C77AK [REDACTED]  
Date of purchase: 10/29/09  
Our File No.: LL11-10367

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Vehicle runs rough;**
5. **Excessive repair attempts;**
6. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

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

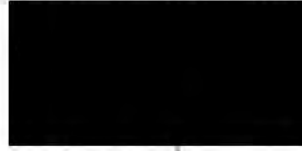
To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.



Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC



Alex Simanovsky  
Attorney at Law

AS/ld

CC:



# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)699-9347  
 Fax: (684) 699-9366

SERVICE DEPARTMENT HOURS  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
12/29/09	6006565/1
R/O Close Date	Status
12/30/09	Reprint
Mileage In	Mileage Out
3383	3383
Service Advisor / Tag #	

**Aimasi Lauina**

Vehicle Identification Number

**1FMCU0C77AK**

Delivery Date

In-Service Date

**11/03/09**

**11/03/09**

Color

License Number

**BLACK**

Work Phone

Home Phone

PAGO PAGO, AS

Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE U0C	U0C	BLACK	
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - MR SV3; 3000 MILE CHECK-UP. CHECK &amp; FILL ALL FLUID LEVELS. CHECK OPERATION OF ALL INTERIOR &amp; EXTERIOR LIGHTS, HORN &amp; WARNING LAMPS. CHECK FOR EVEN TIRE WEAR &amp; SET TO RECOMMENDED TIRE PRESSURES.</p> <p>Caused by                      DUB FOR SERVICE</p> <p>Work performed by FA'ALAFUA MARINER (FM)</p> <p>Installed XO 5W20 QSP :OIL - ENGINE</p> <p>Installed FL 910S B12 :KIT - ELEMENT &amp; GASKET - OI</p> <p>CARRY OUT 3000 MILES SERVICE. TOP UP ALL FLUIDS.</p> <p>GENERAL CHECK. OK</p>	<p>NEW POLICY</p> <p>NEW POLICY</p> <p>NEW POLICY</p>

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. \*I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le lipaina o tsavala o loo aiola i lelo lufafano o Amerika Samoa numera 22:1701ma i laio o le vaavaaiga a le Ofisa o loo Pulepule Aie Tatau o Tagata.\*

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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# Samoa Motors

1120 Tafuna Industrial Park  
PO BOX 1120  
Pago Pago, AS 96799  
(684)699-9347  
Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 4:30 p.m.  
Monday - Friday  
CLOSED-Saturday

R/O Open Date	R/O Number
3/18/10	6007285/1
R/O Close Date	Status
3/19/10	Reprint
Mileage In	Mileage Out
8657	8657
Service Advisor / Tag #	

[REDACTED]				Work Phone	[REDACTED]	
PAGO PAGO, AS				Home Phone	[REDACTED]	
Year	Make	Model	Body	Color	Delivery Date	In Service Date
2010	FORD	ESCAPE U0C	U0C	BLACK	11/03/09	11/03/09
F10003				Vehicle Identification Number		
				1FMCU0C77AK [REDACTED]		
				License Number		
				[REDACTED]		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<b>#1 - MR SVCO: COMPLETE SERVICE INCL. FULL LUBE AND OIL CHANGE</b> REPLACE OIL FILTER, CHECK AIR & FUEL FILTERS, SPARK PLUGS & REPLACE AS NECESSARY. CHECK & TOP UP ALL FLUIDS. CHECK BRAKES AND ROTATE TIRES AS NECESSARY Caused by DUE FOR SERVICE Work performed by LEMAFUFAU PUALEFAU (LF) Installed PL 910S B12 ;KIT - ELEMENT & GASKET - OI 1@12.49 12.49 Installed 5W20 ;ENGINE OIL 5@10.76 53.80 Installed NV1 ;WINDSHIELD WASHER ONE SHOT 1@2.95 2.95 Installed 5005 ;CRC 5.56 LUBRICANT 1@9.95 9.95 Sub Total: Labor: 98.00 Parts: 79.19 Total: 177.19 CARRY OUT COMPLETED SERVICE AS PER CUSTOMER REQUESTED.	
<b>#3 - MR SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTION SHEET - ATTACHED</b> Sub Total: Labor: .00 Parts: .00 Total: .00	
<b>#4 * MR Customer Reports: RECOMMEND-NEXT SERVICE 13,000 MILES.</b> Sub Total: Labor: .00 Parts: .00 Total: .00	

<b>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.</b> I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.	<b>LABOR</b> 98.00 <b>PARTS</b> 79.19 <b>DEDUCTIBLE</b> .00 <b>SUBLET</b> .00 <b>SHOP SUPPLIES</b> 11.76 <b>HAZARDOUS MATERIALS</b> .00 <b>SALES TAX OR TAX I.D.</b> .00 <b>SPECIAL ORDER DEPOSIT</b> .00 <b>DISCOUNTS</b> .00 <b>TOTAL DUE</b> 188.95 Cash 188.95
---	--

**DISCLAIMER OF WARRANTIES.** Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le llopana o laavale o loo atala i lalo tulafono o Amerika Samoa numera 22.1701 ma i lalo o le va'avaiaga a le Ofisa o loo Pupu'le Ala Tatau o Tagata.\*

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684) 699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
5/24/10	6008025/1
R/O Close Date	Status
6/01/10	Reprint
Mileage In	Mileage Out
13506	13506
Service Advisor / Tag #	
AAONE TUIASOSOP/8.00	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-service Date
11/03/09	11/03/09
Color	License Number
BLACK	

[Redacted]				Work Phone	[Redacted]
PAGO PAGO, AS				[Redacted]	[Redacted]
Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE U0C	U0C	BLACK	[Redacted]
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - MR RCL; CARRY OUT VEHICLE RECALL AS ADVISED FROM FORD. NEED TO PERFORM RECALL 10B15 - POWERTRAIN CONTROL MODULE REPROGRAMMING.                      Caused by SERVICE RECALL                      Work performed by LEMAFUFAU FUALEFAU (LF)                      CARRY OUT SERVICE RECALL FOR PCM PROGRAMMING LATEST CALIBRATION AND TRANSMISSION LOAD TEST. GENERAL CHECK OK. PART #AU7A-12A650-CAA</p>	Warranty

<p><b>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.</b> I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereon.</p> <p><b>DISCLAIMER OF WARRANTIES:</b> Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p> <p>*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.*</p> <p>*O le lipaina o taavale o loo aiaia i lalo tulafono o Amerika Samoa numera 22.1701ma i lalo o le va'avaiaga a le Ofisa o loo Pulepule Aia Tala o Tagata.*</p>	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

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# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
6/25/10	6008356/1
R/O Close Date	Status
7/28/10	Reprint
Mileage In	Mileage Out
16022	16022
Service Advisor / Tag #	
AAONE TUIASOSOPO	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

PAGO PAGO, AS		Work Phone	
		Home Phone	
Year	Make	Model	Body
2010	FORD	ESCAPE U0C	U0C
F10003			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR DICEL: SCAN VEHICLE AND ADVISE WHY THE CHECK ENGINE LIGHT IS ON. PULL AND RECORD ALL FAULT CODES. Caused by NO CHECK LIGHT ON. Work performed by LEMAFUFAU FUALEFAU (LF) PULL AND RETRIEVE DTC NO CODE PRESENTS.	Warranty
#2 - MR ENNO: CHECK AND ADVISE ON ENGINE NOISE. Caused by DEFECTED DRIVE BELT TENSIONER Work performed by LEMAFUFAU FUALEFAU (LF) Installed 6E5Z 6A228 A :PULLEY ASY - TENSION Qty: 1 REMOVE AND REPLACE	Warranty Warranty
#3 * MR ELLI: CHECK OPERATION OF LIGHTS AND ADVISE Installed 6E5Z 13466 AC :BULB Qty: 1 CHECK TAIL LIGHT NOT WORKING	Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. \*I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.\*

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le lipaina o leavale o loo atia i lalo tulalano o Amerika Samoa numera 22.1701ma i lalo o le va'avaiaga a le Ofisa o loo Pulepule Ala Teteu o Tagata.\*

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00



# Samoa Motors

1120 Tafuna Industrial Park  
PO BOX 1120  
Pago Pago, AS 96799  
(684) 699-9347  
Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 4:30 p.m.  
Monday - Friday  
CLOSED-Saturday

R/O Open Date	R/O Number
7/02/10	6008452/1
R/O Close Date	Status
7/06/10	Reprint
Mileage In	Mileage Out
16935	16935
Service Advisor / Tag #	
AAONE TUIASOSOP/9.30	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

PAGO PAGO, AS				Work Phone
Year				Home Phone
2010	Make	Model	Body	
F10003	FORD	ESCAPE U0C	U0C	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR SVCO: COMPLETE SERVICE INCL. FULL LUBE AND OIL CHANGE REPLACE OIL FILTER, CHECK AIR & FUEL FILTERS, SPARK PLUGS & REPLACE AS NECESSARY. CHECK & TOP UP ALL FLUIDS. CHECK BRAKES AND ROTATE TIRES AS NECESSARY Work performed by FAAVAE SIO(FS)	98.00
Installed FL 910S B12 ;KIT - ELEMENT & GASKET - OI	1@11.95 11.95
Installed 15W40 ;ENGINE OIL	5@6.95 34.75
Installed 5037 ;WHITE LITHIUM GREASE	1@9.95 9.95
Installed NV1 ;WINDSHIELD WASHER ONE SHOT	1@2.95 2.95
Sub Total: Labor: 98.00 Parts: 59.60 Total: 157.60	
#2 - MR Customer Reports: CUSTOMER STATES TO CHECK NOISE FROM UNDERNEATH THE VEHICLE. - NOT FOUND - WILL TEST WITH CUSTOMER	
Sub Total: Labor: .00 Parts: .00 Total: .00	
#3 - MR SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTION SHEET - ATTACHED	
Sub Total: Labor: .00 Parts: .00 Total: .00	
#4 * MR Customer Reports: RECOMMEND- RHS MIRROR ASSY.	
Sub Total: Labor: .00 Parts: .00 Total: .00	

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** I hereby authorize the repair work herein to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

**DISCLAIMER OF WARRANTIES.** Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O lo lipaina o leavai o loo aia i lalo telefoni o Amerika Samoa numera 22.1701ma i lalo o le va'avaiaga a le Ofisa o loo Piliipula Aia Tatau o To'aga.\*

LABOR	98.00
PARTS	59.60
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	11.76
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	-100.00
DISCOUNTS	.00
TOTAL DUE	69.36
Cash	69.36

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

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# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684) 699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number				
7/19/10	6008569/1				
R/O Close Date	Status				
7/31/10	Reprint				
Mileage In	Mileage Out				
16022	17696				
Service Advisor / Tag #					
AAONE TUIASOSOPO					
Vehicle Identification Number					
1FMCU0C77AK					
Delivery Date	In-Service Date				
11/03/09	11/03/09				
Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE UOC	UOC	BLACK	
F10003					

PAGO PAGO, AS

Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE UOC	UOC	BLACK	
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#2 - MR SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTION SHEET - ATTACHED	
#3 - MR Customer Reports: CUSTMOER STATE TO CHECK VEHICLE NOT MOVING BACK AND FORTH Caused by DEFECTED THROTTLE BODY. Work performed by SOLOMONA ASIATA(SA) Work performed by LEMAFUFAU FUALEFAU(LF) Installed 9L8Z 9E926 A :THROTTLE BODY AND MOTOR AS Qty: 1 VERIPY CONCERN VEHICLE DRIVE NORMAL.INSPECT ALL BR AKE OK.RUN SELF TEST AND RETRIEVED P2112 THROTTLE ACTUATOR CONTROL SYSTEM-STUCK CLOSE.FOLLOW PINPOIN T TEST "DV"CHECK POWER AND GROUND CICUIT OK. FAULTY TROTTLE BODY ASSY.REMOVE AND INSTALL NEW THROTTLE ASSY.RESET KAM AND ROAD TEST VEHICLE GENERAL CHECK OK.	Warranty Warranty Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le lipaina o taavale e faia i lalo o Amerika Samoa numera 22.1701 ma i lalo o le vaaveiga o le Ofisa o toe Pulele Ala Tafuu o Tagata.\*

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00





# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
11/01/10	6009331/1
R/O Close Date	Status
11/17/10	Reprint
Mileage In	Mileage Out
23785	23786
Service Advisor / Tag #	
Eletise Mataia	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

PAGO PAGO, AS		Work Phone
Year	Make	Model
2010	FORD	ESCAPE U0C
F10003		U0C
		Body
		Color
		License Number

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - MR DICEL: SCAN VEHICLE AND ADVISE WHY THE CHECK ENGINE LIGHT IS ON. PULL AND RECORD ALL FAULT CODES.                      Caused by                      SCAN FOR CHECK ENGINE LIGHT ON.                      Work performed by SOLOMONA ASIATA (SA)                      RUN SELF TEST KOEO/KOER RETRIEVED CMDTC P2196 O2 SENSOR SIGNAL STUCK RICH BANK 1 SENSOR 1. UNABLE TO PRINT. RUN OASIS NO TSB/SSM. FOLLOW PINPOINT TEST H. CHECK AND INSPECT INTAKE SYSTEM FOR DEBRIS, BLOCKAGE, OR DAMAGE-GOOD. MORNITOR HO2S SIGNAL PID WITH O2 SENSOR DISCONNECT (5VOLT OUT OF SPEC) OHM TEST HO2S SIGNAL CIRCUIT FOR SHORT TO VPWR OR HEATER IN HARN ESS OK 10,000OHM. UPDATE PCM LATEST CALIBRATION RECOMMEND TO REPLACE NEW PCM IF CONCERN RE-OCCUR IN FUTURE.</p>	Warranty
<p>#2 - MR DISTC: SCAN TOOL CHARGE - TO EXTRACT CODES FROM VEHICLE CONTROL MODULES TO ASSIST WITH DIAGNOSIS.</p>	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. *I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereon.*	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le lipaina o taavale o loo eia i lalo tulafono o Amerika Samoa numera 22.1701 ma i lalo o le vaavaaiga a le Ofisa o loo Pulepule Aia, Tafua o Tafua.\*

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684) 699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
12/28/10	6009774/1
R/O Close Date	Status
6/01/11	Reprint
Mileage In	Mileage Out
23789	23789
Service Advisor / Tag #	

[REDACTED]		Work Phone		Russ Cox	
PAGO PAGO, AS		[REDACTED]		Vehicle Identification Number	
[REDACTED]		Home Phone		1FMCU0C77AK	
[REDACTED]		[REDACTED]		Delivery Date	
[REDACTED]		[REDACTED]		11/03/09	
[REDACTED]		[REDACTED]		In-Service Date	
[REDACTED]		[REDACTED]		11/03/09	
Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE UOC	UOC	BLACK	[REDACTED]
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR ENNO: CHECK AND ADVISE ON ENGINE NOISE. Caused by DEFECTED DRIVE BELT TENSIONER. Work performed by FAAVAE SIO(FS) Installed 6E5Z 6A228 B :PULLEY ASY - TENSION Qty: 1 REMOVE AND INSTALL NEW TENSIONER.	Warranty Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

\*Motor vehicle repair laws/practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le fa'apea o taavale o iou alala i fa'ole tufalano o Amerika Samoa numera 22.1701 na i fa'ole o vaava'aga e le Ofisa o Ioc Pulepula Ala Tala o Tagata.\*

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

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# Samoa Motors

1120 Tafuna Industrial Park  
PO BOX 1120  
Pago Pago, AS 98799  
(884)699-9347  
Fax: (884) 699-9366

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 4:30 p.m.  
Monday - Friday  
CLOSED-Saturday

R/O Open Date	R/O Number				
12/28/10	6009773/1				
R/O Close Date	Status				
12/28/10	Reprint				
Mileage In	Mileage Out				
27214	27214				
Service Advisor / Tag #					
Russ Cox					
Vehicle Identification Number					
1FMCU0C77AK					
Delivery Date	In-Service Date				
11/03/09	11/03/09				
Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE U0C	U0C	BLACK	
F10003					

PAGO PAGO, AS		Work Phone	
		Home Phone	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#2 - MR SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTION SHEET - ATTACHED Sub Total: Labor: .00 Parts: .00 Total: .00	
#3 * MR SVLOF; LUBE AND OIL CHANGE & REPLACE OIL FILTER. CHECK ALL FLUID LEVELS, TIRE PRESSURES & LIGHT OPERATION Caused by DUE FOR SERVICE. Work performed by FAAVAE SIO(FS) Installed FL 910S B12 :KIT - ELEMENT & GASKET - OI 1@8.95 Installed XO 5W20 QSP :OIL - ENGINE 5@5.95 Sub Total: Labor: 36.75 Parts: 38.70 Total: 75.45 CARRY OUT SERVICES STATED ABOVE.	36.75 8.95 29.75 75.45
#4 * MR Customer Reports: CUSTOMER REQUESTS FOR TIRE ROTATION. Caused by DUE FOR ROTATION. Work performed by FAAVAE SIO(FS) CARRY OUT SERVICES STATED ABOVE. Sub Total: Labor: .00 Parts: .00 Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therein.	LABOR	36.75
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	PARTS	38.70
"Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau."	DEDUCTIBLE	.00
"O le lipaaina o taavale e iai o atala i lalo tulilano o Amerika Samoa numera 22.1701ma i lalo o le va'avasega a le Ofisa o Ilo Pupula Ala Talou o Tagata."	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	75.45
	Check 1080	75.45

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



# Samoa Motors

1120 Tafuna Industrial Park  
PO BOX 1120  
Pago Pago, AS 96799  
(684)699-9347  
Fax: (684) 699-9366

P2 18

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 4:30 p.m.  
Monday - Friday  
CLOSED-Saturday

R/O Open Date	R/O Number
7/13/11	6011272/1
R/O Close Date	Status
7/13/11	Reprint
Mileage In	Mileage Out
36648	36648
Service Advisor / Tag #	

PAGO PAGO, AS				Work Phone	Eletise Mataia
				Home Phone	Vehicle Identification Number
					1FMCU0C77AK
				Delivery Date	In-Service Date
				11/03/09	11/03/09
Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE U0C	U0C	BLACK	
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTION SHEET - ATTACHED Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR SVCO: COMPLETE SERVICE INCL. FULL LUBE AND OIL CHANGE REPLACE OIL FILTER, CHECK AIR & FUEL FILTERS, SPARK PLUGS & REPLACE AS NECESSARY. CHECK & TOP UP ALL FLUIDS. CHECK BRAKES AND ROTATE TIRES AS NECESSARY Caused by DUE FOR COMPLETE SERVICE. Work performed by LEMAFUFAU FUALEFAU(LF) Installed FL 910S B12 :KIT - ELEMENT & GASKET - OI 1@8.95 8.95 Installed XO 5W20 QSP :OIL - ENGINE 5@5.95 29.75 Installed YL8Z 9601 AA :ELEMENT ASY - AIR CLEANER 1@29.95 29.95 Installed NV1 :WINDSHIELD WASHER ONE SHOT 1@2.95 2.95 Installed XL 1 :LUBRICANT - UNIVERSAL ANTI-SEI 1@6.97 6.97 Sub Total: Labor: 98.00 Parts: 78.57 Total: 176.57 CARRY OUT COMPLETE SERVICES AS STATED ABOVE.	98.00
#3 * MR Customer Reports: RECOMMEND FRONT BRAKES FOR NEXT SERVICE, NEXT SERVICE DUE AT 42,000 MILES. Sub Total: Labor: .00 Parts: .00 Total: .00	

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

**DISCLAIMER OF WARRANTIES.** Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22-1701 et seq. and administered by the Consumer Protection Bureau.\*

"O le lipaina o taavale e luo e lale i lalo lufalufo o Amerika Samoa numera 22-1701 me i lalo o le va'avasega e le Ofisa o luo Pulepule Ala Talou o Tagata."

LABOR	98.00
PARTS	78.57
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	11.76
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	188.33
Visa/MC - ANZ 095702	188.33

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X  
(C) 2004 AMCO, Inc. (Owner's Application Guide) (822915-102)



# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)689-9347  
 Fax: (684) 689-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
8/22/11	6011564/1
R/O Close Date	Status
8/22/11	Final
Mileage In	Mileage Out
37979	37979
Service Advisor / Tag #	
Eletise Mataia/*W*	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

PAGO PAGO, AS		Work Phone
		Home Phone
Year	Make	Model
2010	FORD	ESCAPE UOC
		UOC
P10003		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTIONS HEET - ATTACHED Sub Total: .00	
#2 - DIRR: DIAGNOSIS OF ENGINE RUNNING ROUGH. CUSTOMER STATES THE VEHICLE RUN ROUGH AND STALLED ON THE ROAD IN THE MIDDLE OF DRIVING.PLEASE ADVISE Caused by DEFPECTED AIR FLOW METER. Work performed by SOLOMONA ASIATA (SA ) Installed 3L3Z 12B579 BA :SENSOR ASY 1@314.22 VERIFY CONCERN ENGINE STALL INTERMITTENT.RUN SELF TEST RETRIEVED ODDTCS P1101 MAF SENSOR OUT OF SELF RANGE,CMDTCS P0130 HO2S11 CIRCUIT MALFUNTION.RUN OASIS NO SSM/TSB RELATED.FOLLOW P/POINT TEST DC CHECK AIR INTAKE SYSTEM FOR LEAKS,OBSTRUCTION OR DAMAGE ALL GOOD.CHECK POWER AND GROUND CIRCUIT ALL GOOD.OHM TEST MAF SENSOR FOR OPEN/SHORT TO POWER/ GROUND ALL GOOD.SUSPECT MAF SENSOR FAULT.REMOVE AND INSTALL NEW MAF SENSOR.CLEAR AND RESET KEEP AL IVE MEMORY ROAD TEST VEHICLE AND GENERAL CHECK OK. Sub Total: 461.22	147.00 314.22
#3 * Customer Reports: RECOMMEND-BATTERY REQUIRE FUTURE ATTN. Sub Total: .00 Sub Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. \*I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.\*

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Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

I le lipa'ine o taavale o lo'o fa'alei i lalo telefoni o Amerika Samoa numera 22.1701me i lalo o le i'ava'aina o le Ofisa o loo Pili'ia Ala Tetele o Tagata.\*

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

LABOR	147.00
PARTS	314.22
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	5.88
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	467.10
Visa/MC 090614	467.10



# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684) 699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
8/22/11	6011564/1
R/O Close Date	Status
8/22/11	Pre-Invoice
Mileage In	Mileage Out
37979	37979
Service Advisor / Tag #	
Eletise Mataia	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	IN Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

[REDACTED]				Work Phone	[REDACTED]
PAGO PAGO, AS				Home Phone	[REDACTED]
Year	Make	Model	Body		
2010	FORD	ESCAPE U0C	U0C		
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTIONS HEET - ATTACHED Sub Total: .00	
#2 - DIRR: DIAGNOSIS OF ENGINE RUNNING ROUGH. CUSTOMER STATES THE VEHICLE RUN ROUGH AND STALLED ON THE ROAD IN THE MIDDLE OF DRIVING. PLEASE ADVISE Caused by DEFFECTED AIR FLOW METER. Work performed by SOLOMONA ASIATA (SA ) Installed 3L3Z 12B579 BA :SENSOR ASY 1@314.22 VERIFY CONCERN ENGINE STALL INTERMITTENT.RUN SELF TEST RETRIEVED ODDTCS P1101 MAF SENSOR OUT OF SELF RANGE,CMDTCS P0130 HO2S11 CIRCUIT Malfuntion.RUN OASIS NO SSM/TSB RELATED.FOLLOW P/POINT TEST DC CHECK AIR INTAKE SYSTEM FOR LEAKS,OBSTRUCTION OR DAMAGE ALL GOOD.CHECK POWER AND GROUND CIRCUIT ALL GOOD.OHM TEST MAF SENSOR FOR OPEN/SHORT TO POWER/ GROUND ALL GOOD.SUSPECT MAF SENSOR FAULT.REMOVE AND INSTALL NEW MAF SENSOR.CLEAR AND RESET KEEP AL IVE MEMORY ROAD TEST VEHICLE AND GENERAL CHECK OK. Sub Total: 461.22 Sub Total: .00	147.00 314.22

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. \*I hereby authorize the repair hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other beyond your control or for any delays caused by unavailability of parts or delays in parts by the supplier or transporter. I hereby grant you or your employees permission to use the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and repair. An express mechanic's lien is hereby acknowledged on above vehicle to secure repairs thereon.

WARRANTIES. Any warranties on the products sold hereby are those made by the seller. I hereby expressly disclaim all warranties either express or implied, including any of merchantability or fitness for a particular purpose, and the seller neither myself nor any other person to assume for it any liability in connection with the sale of the product herein does not apply where prohibited by law.

"Sales are regulated by American Samoa Code Annotated 22.1701 at Consumer Protection Bureau."

"Ialo lufafono o Amerika Samoa numera 22.1701 ma i lalo o le Consumer Protection Bureau."

FOR SAFETY ITEMS OR SPECIAL ORDERS.

LABOR	147.00
PARTS	314.22
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	5.88
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>467.10</b>



# Samoa Motors

1120 Tafuna Industrial Park  
PO BOX 1120  
Pago Pago, AS 96799  
(884)699-9347  
Fax: (884) 699-9366

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 4:30 p.m.  
Monday - Friday  
CLOSED-Saturday

R/O Open Date	R/O Number
8/22/11	6011564/1
R/O Close Date	Status
8/22/11	Reprint
Mileage In	Mileage Out
37979	37979
Service Advisor / Tag #	
Eletise Mataia	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

PAGO PAGO, AS

Work Phone

Home Phone

Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE U0C	U0C	BLACK	
P10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTION SHEET - ATTACHED Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR DIRR: DIAGNOSIS OF ENGINE RUNNING ROUGH. CUSTOMER STATES THE VEHICLE RUN ROUGH AND STALLED ON THE ROAD IN THE MIDDLE OF DRIVING. PLEASE ADVISE Caused by DEFECTED AIR FLOW METER. Work performed by SOLOMONA ASIATA (SA) Installed 3L3Z 12B579 BA :SENSOR ASY 1@314.22 Sub Total: Labor: 147.00 Parts: 314.22 Total: 461.22 VERIFY CONCERN ENGINE STALL INTERMITTENT. RUN SELF TEST RETRIEVED ODDTCS P1101 MAF SENSOR OUT OF SELF RANGE, CMDTCS P0130 HO2S11 CIRCUIT MALFUNCTION. RUN OASIS NO SSM/TSB RELATED. FOLLOW P/POINT TEST DC CHECK AIR INTAKE SYSTEM FOR LEAKS, OBSTRUCTION OR DAMAGE ALL GOOD. CHECK POWER AND GROUND CIRCUIT ALL GOOD. OHM TEST MAF SENSOR FOR OPEN/SHORT TO POWER/ GROUND ALL GOOD. SUSPECT MAF SENSOR FAULT. REMOVE AND INSTALL NEW MAF SENSOR. CLEAR AND RESET KEEP ALIVE MEMORY ROAD TEST VEHICLE AND GENERAL CHECK OK.	147.00 314.22
#3 * MR Customer Reports: RECOMMEND-BATTERY REQUIRE FUTURE ATTN. Sub Total: Labor: .00 Parts: .00 Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitations contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le lipaina o taavale o loo alala i lalo tuiatone o Amentia Samoa numera 22.1701ma i lalo o le va'ava'aga e le Ofisa o loo Phiputa Ala Tafau o Tagata.\*

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2003 AERONA, Inc. - Dealer/Service Advisor Group (800)845-1028

LABOR	147.00
PARTS	314.22
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	5.88
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	467.10
Visa/MC - ANZ 090614	467.10



# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number				
9/20/11	6011784/1				
R/O Close Date	Status				
9/20/11	Final				
Mileage In	Mileage Out				
38727	38727				
Service Advisor / Tag #					
Eletise Mataia/*W*					
Vehicle Identification Number					
1FMCU0C77AK					
Delivery Date	In-Service Date				
11/03/09	11/03/09				
Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE U0C	U0C	BLACK	
F10003					

PAGO PAGO, AS		Work Phone
		Home Phone

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - SV40PT: CARRY OUT 40 POINT INSPECTION AS PER INSPECTIONS HEET - ATTACHED Sub Total: .00	
#2 - DIHS: DIAGNOSE WHY VEHICLE IS HARD TO START OR NON START****PLEASE NOTE: MAY TAKE LONGER THAN EXPECTED**** CUSTOMER STATE VEHICLE IS STALLING OUT IN THE MIDDLE OF DRIVING AGAIN. Work performed by FA'ALAFUA MARINER (FM ) REMOVED AND INSTALLED NEW THROTTLE BODY ASSEMBLY AND TOPPED UP THE WASHER FLUID FOR VEHICLE. Sub Total: 49.00 Sub Total: .00	49.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therein.

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"Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau."

"O le lipaina o taavale e fa'avae i lalo tulafono o Amerika Samoa numera 22.1701ma i lalo o le va'evasaiga e le Ofisa o le Pulepule Aia Tatau o Togaia."

LABOR	49.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	5.88
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	54.88
Visa/MC - ANZ 080012	54.88

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS**

X

(C) 2003 AMCOA, Inc. - Desavina Aofa'aga Ofisa (601) 446-1078



# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
9/20/11	6011784/1
R/O Close Date	Status
9/20/11	Pre-Invoice
Mileage In	Mileage Out
38727	38727
Service Advisor / Tag #	
Eletise Mataia	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

[Redacted]				Work Phone	[Redacted]
PAGO PAGO, AS				Home Phone	[Redacted]
Year	Make	Model	Body		
2010	FORD	ESCAPE U0C	U0C		
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - SV40PT; CARRY OUT 40 POINT INSPECTION AS PER INSPECTIONS HEET - ATTACHED Sub Total: .00	
#2 - DIHS; DIAGNOSE WHY VEHICLE IS HARD TO START OR NON START****PLEASE NOTE: MAY TAKE LONGER THAN EXPECTED**** CUSTOMER STATE VEHICLE IS STALLING OUT IN THE MIDDLE OF DRIVING AGAIN. Work performed by FA'ALAFUA MARINER (FM ) REMOVED AND INSTALLED NEW THROTTLE BODY ASSEMBLY AND TOPPED UP THE WASHER FLUID FOR VEHICLE. Sub Total: 49.00 Sub Total: .00	49.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE** I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

**DISCLAIMER OF WARRANTIES.** Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

"Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau."

"O le lipaina o leavai o iou iai i le telefano o Amerika Samoa numera 22.1701me i lalo o le va'avasiaga a le Ofisa o Iou Pule e le Ofisa o Tafua o Tafua."

LABOR	49.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	5.88
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>54.88</b>

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS**

X

# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)899-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
9/22/11	6011806/1
R/O Close Date	Status
9/22/11	Final
Mileage In	Mileage Out
38788	38788
Service Advisor / Tag #	
Eletise Mataia/**W*	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

PAGO PAGO, AS				Work Phone	
				Home Phone	
Year	Make	Model	Body		
2010	FORD	ESCAPE U0C	U0C		
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<b>#1 - Customer Reports:</b> ATTEND BREKDOWN AT PAGOPAGO Work performed by AFA MOEVAO (AM ) Sub Total: 75.00	75.00
<b>#2 - DIHS: DIAGNOSE WHY VEHICLE IS HARD TO START OR NON START****PLEASE NOTE: MAY TAKE LONGER THAN EXPECTED****</b> Caused by DEFFECTED BATTERY Work performed by AFA MOEVAO (AM ) Installed BXT 40 R :BATTERY 1@149.95 TEST BATTERY FAIL.REMOVE AND INSTAL NEW BATTERY. Sub Total: 149.95 Sub Total: .00	149.95

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

**DISCLAIMER OF WARRANTIES.** Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

\*Motor vehicle repair trade practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau.\*

\*O le lipasina o taavale o loo otia i lalo tulafono o Amerika Samoa numera 22.1701ma i lalo o le va'aveaiga a le Ofisa o toe Pihuputa Afa Tatala o Tagata.\*

LABOR	75.00
PARTS	149.95
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>224.95</b>
Cash	100.00
Visa/MC - ANZ 05540B	124.95

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)699-9347  
 Fax: (684) 699-9366

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 4:30 p.m.  
 Monday - Friday  
 CLOSED-Saturday

R/O Open Date	R/O Number
9/22/11	6011806/1
R/O Close Date	Status
9/22/11	Pre-Invoice
Mileage In	Mileage Out
38788	38788
Service Advisor / Tag #	
Elerise Mataia	
Vehicle Identification Number	
1FMCU0C77AK	
Delivery Date	In-Service Date
11/03/09	11/03/09
Color	License Number
BLACK	

[Redacted] Work Phone: [Redacted]  
 [Redacted] Home Phone: [Redacted]  
**PAGO PAGO, AS**

Year	Make	Model	Body	Color	License Number
2010	FORD	ESCAPE U0C	U0C	BLACK	[Redacted]
F10003					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<b>#1 - Customer Reports:</b> ATTEND BREKDOWN AT PAGOPAGO Work performed by AFA MOEVAO (AM ) Sub Total: 75.00	75.00
<b>#2 - DIHS: DIAGNOSE WHY VEHICLE IS HARD TO START OR NON START****PLEASE NOTE: MAY TAKE LONGER THAN EXPECTED****</b> Caused by DEFECTED BATTERY Work performed by AFA MOEVAO (AM ) Installed BXT 40 R :BATTERY 1@149.95 TEST BATTERY FAIL.REMOVE AND INSTAL NEW BATTERY. Sub Total: 149.95 Sub Total: ,00	149.95

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

**DISCLAIMER OF WARRANTIES.** Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

"Motor vehicle repair inside practices are regulated by American Samoa Code Annotated 22.1701 et seq. and administered by the Consumer Protection Bureau."

"O le fa'apea o leavale o loo alala i le fa'atutano o Amerika Samoa numera 22.1701ma i lalo o le vaavaaiga e le Ofisa o loo Pulepule Aie Tatala o Tagata."

LABOR	75.00
PARTS	149.95
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>224.95</b>

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X  
 (C) 2003 AFA/CMA, Inc. - Dealer only. Kuehler Drive 1800195-1071





# Samoa Motors

1120 Tafuna Industrial Park  
 PO BOX 1120  
 Pago Pago, AS 96799  
 (684)699-9347  
 Fax: (684) 699-9366

SOLD TO

SHIPPED TO

PAGO PAGO, AS

**RETURN POLICY:** Samoa Motors will not accept returns on obsolete, electrical, or special order parts. A restocking fee of 15% will be applied to ALL eligible merchandise returned for credit. Parts returned for credit must be in the original packing and in original condition. Returns will not be accepted after 7 days. There will be NO cash refunds

**DISCLAIMER OF WARRANTIES:** All warranties on the products sold hereby are those made by the manufacturer. The seller, SAMOA MOTORS, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and SAMOA MOTORS, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

YOUR PURCHASE ORDER	TERMS	INVOICE DATE	INVOICE NUMBER / PG.
Verbal	Payment Required	9/09/11	5011507 1

SHIP VIA	SALESPERSON'S NAME
Surface	EMELIO SIA

QTY	DESCRIPTION	SOURCE	LIST	NET	AMOUNT
1	9L8Z 9E926 A : THROTTLE BODY AND	118/E	300.80	300.80	Ordered

DATE PRINTED	9/09/11	TIME	15:44:46	SERVICES OR EQUIPMENT	
PARTS DEPARTMENT HOURS 7:30 a.m. to 4:30 p.m. Mon - Fri  <h2>Thank You!</h2>				SHIPPING	
				C.O.D. CHARGE	
				SALES TAX OR TAX I.D.	,00
				DEPOSIT ON CONTRACT	100.00
				TOTAL	100.00
I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENTS				Visa/MC - BOH 094732	100.00
X					

(C) 2011 ARROW, Inc. - Dealer by Affiliation Group (800)44-1628







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

Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Today's Date: 9/20/11 RD/Tag: 1784 State Inspec. Month: Sept  
Make/Model/Year: 2010 Ford ESCAPE Mileage: 38727  
VIN #: \_\_\_\_\_ Plate #: \_\_\_\_\_

**SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT**

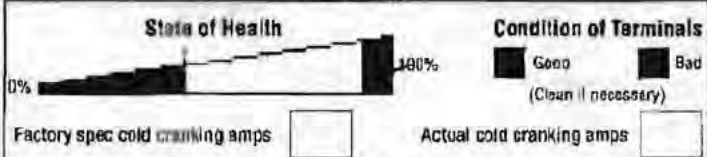
DUE	SERVICED	DUE	SERVICED
<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Oil Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>	<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Transmission Filter	<input type="checkbox"/>
<input type="checkbox"/> Oil Change	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid	<input checked="" type="checkbox"/>

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

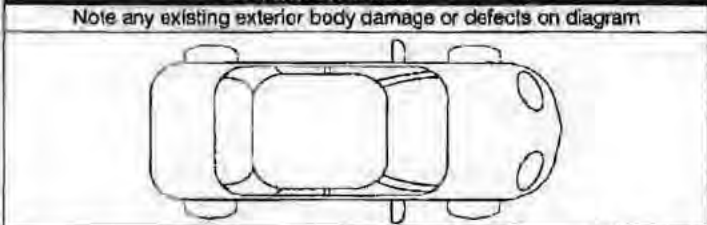
**CHECK FLUID LEVELS AND FILL**

OK	FILL	OK	FILL	OK	FILL
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine Oil	Power Steering	Transmission (if equipped with dipstick)	Window Washer	Coolant Recovery Reservoir	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brake Reservoir					

**BATTERY**



**EXTERIOR BODY**



**SYNC VEHICLE HEALTH REPORT (VHR)**

VHR Activation  Yes  No  N/A

**LEGEND**  May contribute to vehicle efficiency and promote a greener environment  
 Checked and OK at this time  May require future attention  Requires immediate attention

**CHECK FOLLOWING SYSTEMS/COMPONENTS**

**BRAKE SYSTEM**

Brake system (including lines, hoses, and parking brake)

**STEERING AND SUSPENSION**

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

Steering, steering linkages and ball joints

**EXHAUST SYSTEM**

Exhaust system (leaks, damage, loose parts)

**TRANSMISSION AND DRIVE AXLE**

Clutch operation (if equipped)

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

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

**LIGHTS/BLADES/WINDSHIELD**

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

Windshield washer spray, wiper operation and wiper blades

Windshield for cracks, chips and pitting

**BELTS/HOSES/MOUNTS**

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

Engine Cooling System, radiator, hoses and clamps

Accessory drive belt(s)

**TIRE/BRAKE WEAR**

**TIRE TREAD** 7/32" and greater **4/32" to 6/32"** 3/32" and less  
**BRAKE LINING** Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum) **3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"** Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

	LEFT FRONT	RIGHT FRONT
<input type="checkbox"/> Tire Tread Depth <u>  </u> /32" Tire Age <u>  </u>	<input type="checkbox"/> Tire Tread Depth <u>  </u> /32" Tire Age <u>  </u>	<input type="checkbox"/> Tire Tread Depth <u>  </u> /32" Tire Age <u>  </u>
<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/> Tire Wear Pattern/Damage
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/> Tire Pressure - set to factory recommended PSI
<input type="checkbox"/> Brake Lining <u>  </u> mm <u>  </u> /32"	<input type="checkbox"/> Brake Lining <u>  </u> mm <u>  </u> /32"	<input type="checkbox"/> Brake Lining <u>  </u> mm <u>  </u> /32"
	LEFT REAR	RIGHT REAR
<input type="checkbox"/> Tire Tread Depth <u>  </u> /32" Tire Age <u>  </u>	<input type="checkbox"/> Tire Tread Depth <u>  </u> /32" Tire Age <u>  </u>	<input type="checkbox"/> Tire Tread Depth <u>  </u> /32" Tire Age <u>  </u>
<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/> Tire Wear Pattern/Damage
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/> Tire Pressure - set to factory recommended PSI
<input type="checkbox"/> Brake Lining <u>  </u> mm <u>  </u> /32"	<input type="checkbox"/> Brake Lining <u>  </u> mm <u>  </u> /32"	<input type="checkbox"/> Brake Lining <u>  </u> mm <u>  </u> /32"
	SPARE TIRE	
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	

Comments: \_\_\_\_\_  
 Service Advisor: SA Customer Signature: \_\_\_\_\_  
 Technician: \_\_\_\_\_

17-63422873





**Territory of  
American Samoa**  
OFFICE OF MOTOR VEHICLES



**MOTOR VEHICLE REGISTRATION CERTIFICATE**  
**MUST BE CARRIED IN VEHICLE AT ALL TIMES**

PLATE NUMBER	EXP DATE	VIN NUMBER
[REDACTED]	10/2011	1FMCU0C77A [REDACTED]
MAKE	MODEL	YEAR
FORD	ESCAPE	2010
COLOR	BODY STYLE	VEHICLE TYPE
BLACK	UTILITY	PRIVATE
WEIGHT	REG NUMBER	ISSUE DATE
4744	226406	10/26/2010
TITLE	FEE	
Y	\$76.00	



REGISTERED OWNER 1  
[REDACTED]

FIRST LIENHOLDER  
FAA FIRST FEDERAL CREDIT UNION 11/03/2009  
14600 AVIATION BLVD  
HAWTHORNE, CA 90250

REGISTERED OWNER 2

SECOND LIENHOLDER

WRITTEN SIGNATURE(S) OF REGISTRANT(S) SIGN HERE X

Please sign this certificate in the space provided above for signature(s) of registrant(s) to attest to the information contained therein. KEEP THIS CERTIFICATE IN YOUR VEHICLE.

**IF YOU SELL THIS VEHICLE:**

Complete the BILL OF SALE below and present to new owner along with the title to the vehicle. Detach (cut) along dashed line.

BILL OF SALE (For use if you sell this vehicle)

MAKE	MODEL	YEAR
FORD	ESCAPE	2010
COLOR	BODY STYLE	VEHICLE TYPE
BLACK	UTILITY	PRIVATE
VIN NUMBER	TITLE	
1FMCU0C77A [REDACTED]	Y	

OWNER(S) OF RECORD - SELLER(S)  
[REDACTED]

SELLING PRICE	THE OWNER (SELLER) OF THE VEHICLE DESCRIBED AT LEFT HEREBY TRANSFERS TO THE PURCHASER THE DESCRIBED FOR THE SELLING PRICE ENTERED AT LEFT RECEIPT HEREBY ACKNOWLEDGED.
\$	
NAME OF BUYER	
ADDRESS OF BUYER	
I DECLARE UNDER PENALTY OF FALSE STATEMENT THAT THE INFORMATION FURNISHED IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE	
SIGNATURE(S) OF SELLER(S)	DATE

**TO NEW OWNER:**  
TO OBTAIN A REGISTRATION IN YOUR NAME, PRESENT THIS BILL OF SALE TO OMV TOGETHER WITH THE TITLE SIGNED OVER TO YOU.



# CERTIFICATE OF TITLE



## Territory of American Samoa

OFFICE OF MOTOR VEHICLES



AST-014926

VIN NUMBER	YEAR	MAKE	MODEL	BODY STYLE
1FMCU0C77AKA613	[REDACTED]	FORD	ESCAPE	UTILITY
TITLE NUMBER	TITLE ISSUE DATE	PRIOR TITLE NUMBER	PRIOR TITLE JURISDICTION	ODOMETER READING
114827	11/03/2009			
				TITLE FEE
				\$10.00

VEHICLE OWNER 1 - NAME & ADDRESS

[REDACTED]

ENDORSEMENT, READ CAREFULLY: ANY CHANGE OF OWNERSHIP OR LIENHOLDER STATUS MUST BE REPORTED TO OMV, TAFUNA WITHIN 30 DAYS. THIS CERTIFICATE MUST BE PRESENTED AND THE TRANSFER FEE MUST BE PAID TO OMV TO COMPLETE TRANSFER OF OWNERSHIP. TRANSFER FEE IS: \$10.00

VEHICLE OWNER 2 - NAME & ADDRESS

RELEASE OF LIENS:

FIRST LIENHOLDER & ADDRESS

FAA FIRST FEDERAL CREDIT UNION  
14600 AVIATION BLVD.  
HAWTHORNE, CA 90250  
DATE OF LIEN  
11/03/2009

FIRST LIENHOLDER	DATE
AUTHORIZED SIGNATURE	

RELEASE OF LIENS:

SECOND LIENHOLDER & ADDRESS

DATE OF LIEN

SECOND LIENHOLDER	DATE
AUTHORIZED SIGNATURE	

THE COMMISSIONER OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE AMERICAN SAMOA GOVERNMENT, AND BASED ON THE STATEMENT OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE. THE OFFICE OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN WITHIN.



[REDACTED]

OFFICIAL SIGNATURE

[REDACTED]

COMMISSIONER, DEPARTMENT OF PUBLIC SAFETY  
VOID WITHOUT OFFICIAL STAMP OR SIGNATURE

THIS DOCUMENT IS PROOF OF YOUR OWNERSHIP OF THIS VEHICLE. KEEP IT IN A SAFE PLACE, NOT WITH YOUR LICENSE OR REGISTRATION OR IN YOUR CAR. TO DISPOSE OF YOUR VEHICLE, COMPLETE THE TRANSFER SECTION ON THE REVERSE AND GIVE THE TITLE TO THE NEW OWNER.

OFFICE OF MOTOR VEHICLES

HOLD TO LIGHT TO VIEW EAGLE WATERMARK

VOID IF ALTERED OR IF EAGLE WATERMARK IS ABSENT



FAA First  
 Federal Credit Union  
 14600 Aviation Blvd.  
 Hawthorne, California 90250-6656



**Note, Security Agreement and Federal Disclosure Statement**  
 In this Note, Security and Agreement and Federal Disclosure Statement, the words I, me and my mean each all those who endorse or negotiate the check below. The words you, your and yours mean FAA First Federal Credit Union.

BORROWER NAME AND ADDRESS [REDACTED] [REDACTED] [REDACTED] Pago Pago, AS [REDACTED]	MEMBER NUMBER [REDACTED]	DATE OF LOAN (Finance Charges accrue from) 10/30/09
	PURPOSE New Vehicle	

**FEDERAL DISCLOSURE STATEMENT**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate. 4.990 %	The dollar amount the credit will cost me, if I pay as scheduled. \$4,092.73	The amount of credit provided to me on my behalf. \$25,500.00	The amount I'll have paid when I have made all payments as scheduled. \$29,592.73

Your Payment Schedule will be:

Number of payments	Amount of payments	When payments are due	<input checked="" type="checkbox"/> THIS IS A FIXED RATE LOAN <input type="checkbox"/> THIS IS A VARIABLE RATE LOAN THE VARIABLE RATE LOAN DESCRIPTION APPLIES TO YOUR LOAN <input checked="" type="checkbox"/> If this box is checked, your loan rate is less than the rate offered to other borrowers because you have arranged for our autopay automatic transfer payment service. If for any reason during the term of this loan the subject service is terminated, your interest rate will immediately increase by .25 percentage points and will not thereafter be decreased upon resumption of such service. Share Secured and Certificate Secured Loans are exempt from Autopay discount status.
156	\$189.70	12/01/09	
1	\$189.23	Beginning	
Biweekly		12/01/09	

**SECURITY:** This loan is secured by a pledge of my shares in the Credit Union and the security interest in the following described collateral:

2010 FORD ESCAPE XLS 1FMCU0C77A [REDACTED]

I understand that the collateral securing other loans may also secure this loan and collateral on this loan may secure other loans.

**LATE CHARGE:** A late charge of 5% of the monthly payment due, or \$30.00 whichever is greater, will be imposed on all loan payments received more than 10 days after the due date.  
**CONTRACT REFERENCE:** I should refer to my contract on the next page of this form for any additional information about non-payments, defaults, and any required payments in full before scheduled date.

**ITEMIZATION:** You have the right to receive all or a portion of the Amount Financed

I want an itemization.  I do not want an itemization.

**PREPAYMENT:** If I ever pay off early, I will not have to pay a penalty.

**VARIABLE RATE DISCLOSURE:** For variable rate loans the ANNUAL PERCENTAGE RATE is a variable rate and is determined by using the index as defined in this Agreement and adding to the index an interest differential (margin). You may contact the Credit Union for current rate and margin. Your initial ANNUAL PERCENTAGE RATE is set forth above. Changes in the ANNUAL PERCENTAGE RATE may be made monthly and will be based on 1-Year Treasury Bills (Constant Maturity Treasury-CMT (the index)). The index is pronounced daily by the United States Treasury department and represents the yield on the most actively traded marketable 1-Year Treasury Bills of Constant Fixed Maturity. On the fifth day of each month, we will look at the index from the last Friday of the preceding month and round it up to the next .25% if the rate increases I may have to make additional payments in the same amount. For example, if my loan is for \$9,000 at 13.5% for 66 months with payments of \$143.74 per month and the rate increases to 13.75% after the first three months, then I would have to make one additional payment of \$80.80. The rate may not increase more than .25% in any one month. The rate will never decrease below 5%.

There is a minimum interest rate "Floor" of 6%.

**INSURANCE**

Property Insurance: I may obtain property insurance from anyone of my choice, who is acceptable to the credit union.

Credit Life and/or Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

**TYPE**

- Credit Life (Single)
- Credit Life (Joint)
- Credit Disability

**PREMIUM**

**INITIAL**

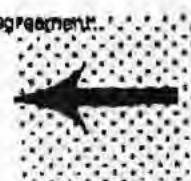
TOTAL INSURANCE PREMIUMS

Due to a recently enacted law by the State of California, Credit Disability Certificate holders are required to be advised of the following: this insurance may not cover an advance or charge under your credit line if your disability or death results from a condition for which you have been a doctor or chiropractor in the six months before the advance or charge.

We have a written request for Credit Insurance protection.

**PLEASE READ THE CONTRACT ATTACHED CAREFULLY BEFORE SIGNING**

Your endorsement on the check constitute agreement to the terms and conditions of this agreement.



**SIGN & DATE**





**GUARANTEE OF TITLE**

VIN# 1FMCU0C77AK [REDACTED]  
2010 FORD ESCAPE

AS new or current holder of the title you will insure that our lien is recorded as follows:

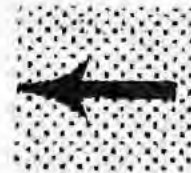
**FAA First Federal Credit Union  
14600 Aviation Blvd.  
Hawthorne, CA. 90250**

**Please note: Your signature below certifies that FAA First Federal Credit Union will be name as the legal owner/lien holder for the above referenced vehicle when completing the DMV transfer documents. The DMV transfer must be completed within forty five (45) days and a copy of the completed registration forwarded to FAA First FCU. Failure to comply will cause your account to be in default and the interest rate on your loan to be accelerated to the current unsecured rate.**

10/30/09  
Date

[REDACTED]

*Borrower*



**SIGN  
& DATE**

\_\_\_\_\_

*Borrower*

# CUSTOMER AGREEMENT:

DATE: 11/03/2009

I, [REDACTED], AGREE TO THE ABOVE WARRANTY AFTER READING IT,  
AND ALSO EXPLAINED TO ME / US BY THE DEALER'S SALES REPRESENTATIVE.

PLEASE SIGN:

CUSTOMER:  [REDACTED]

SALES REP. [REDACTED]

DAVID N. YAKIM  
GENERAL MANAGER

VEHICLE INFORMATION:

YEAR: 2010

MAKE: FORD

MODEL: ESCAPE XLS

COLOR: BLACK

KEYPAD ENTRY CODE:

KEY CODE: 1127X

VIN # 1FMCU0C77AK [REDACTED]



## FORD MOTOR WARRANTY

To Our Valued Customers:

Your warranty and complimentary service:

1. **WARRANTY ON YOUR NEW VEHICLE**

3 years or 36,000 miles warranty, whichever comes first.

This covers any defects in workmanship from the manufacturers on the power Train, electronics, and structure of the vehicle. This 3 years or 36,000 miles Coverage also applies to your vehicles battery. Bring in the defective factory Battery within the warranty period, and receive a pro-rated replacement.

3. **YOU COMPLIMENTARY SERVICE**

You reach your 1<sup>st</sup> 3,000 miles-which includes oil and oil filter change. This Free service is compliments of Samoa Motors, Inc. Your 1<sup>st</sup> schedule service is 02 / 03 / 2010 @ 7:30 AM. Please call the dealership if you need To re-schedule your appointment with our service department.

5 YEARS OR 60,000 MILES POWERTRAIN WARRANTY

All 2008 and newer vehicles have 5 years or or 60,000 miles powertrain Powertrain warranty

  
CUSTOMER ACKNOWLEDGEMENT

11-03-09  
DATE

**PURCHASE AGREEMENT**

**SAMOA MOTORS**  
**1120 Tafuna Industrial Park**  
**Pago Pago, AS 96799**  
**684-699-9347**

BUYER'S NAME: [REDACTED]  
 ADDRESS: [REDACTED]  
 CITY: PAGO PAGO STATE: 78  
 RES. PHONE: [REDACTED] BUS. PHONE: [REDACTED]  
 COUNTY OF RES: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 DRIVER'S LICENSE NO. \_\_\_\_\_

10/29/2009 [REDACTED] DATE

**TRADE-IN VEHICLE INFORMATION**

YEAR	MAKE	MODEL/SERIES	BODY STYLE
COLOR	STOCK NO.	ENGINE	ODOMETER READING
VEHICLE or ENGINE NO.			
BALANCE OWED TO:			
ADDRESS:			

**LIEN VERIFICATION**

I, the undersigned being duly sworn deposes and says that I am of legal age and competent to make the contract and verify the true lawful owner(s) of the used vehicle described in this contract and herein trading (or placing on sale) in accordance with the terms hereof, that there is no lien, mortgage, unpaid balance on any conditional sales agreement, or other encumbrances of any kind or character, including lien of any judgment or execution, except as follows: \$ \_\_\_\_\_ payable to \_\_\_\_\_ address \_\_\_\_\_ and due \_\_\_\_\_ (date); that this affidavit is made for the purpose of obtaining credit and to guarantee title to the above mentioned used vehicle and that all statements made herein are true and correct.

X \_\_\_\_\_ X \_\_\_\_\_

BASE VEHICLE PRICE \$ \_\_\_\_\_

ACCESSORIES  
 AIR LOCKS & WINDOWS, KEYLESS ENTRY  
 REMOTE, CD PLAYER, AM TRANS,  
 AIR CON, 2010, MODEL, ACIL,  
 24 MPG, 5-YEARS OR 60,000,  
 MILES POWERTRAIN WARRANTY.

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

This order shall not become binding until dealer's authorized representative's signature appears below.  
 [REDACTED]  
 MANAGER'S APPROVAL  
 DATE \_\_\_\_\_

PLEASE ENTER MY ORDER FOR THE FOLLOWING:  NEW  USED  DEMO

**VEHICLE TO BE PURCHASED INFORMATION**

YEAR	MAKE	MODEL/SERIES	BODY STYLE
<u>2010</u>	<u>FORD</u>	<u>ESCAPE</u>	<u>XLS</u>
COLOR	TRM	TOP	STRPE
<u>Black</u>			
WEIGHT	STOCK NO.	ENGINE	ODOMETER READING
		<u>4M</u>	
VEHICLE or ENGINE No. <u>1FMCU0C77AK</u>			

TOTAL TAXABLE PRICE	\$ 25,500.00
LICENSE (or Transfer Fee)	
TITLE (or Transfer Fee)	
SALES TAX	
NON-TAXABLE CHARGES	
TOTAL DELIVERED PRICE	
TRADE-IN (\$ _____)	
LESS LIEN - (\$ _____)	
NET ALLOWANCE TRADE-IN	
CASH DEPOSIT	
CASH DUE ON DELIVERY	
TOTAL DOWN PAYMENT	
BALANCE DUE	
EXTENDED SERVICE CONTRACT	
TOTAL AMOUNT DUE	\$ 25,500.00

RECEIPT NO.	AMOUNT REC'D.	DATE	IN BY	FINANCE SOURCE
RECEIPT NO.	AMOUNT REC'D.	DATE	IN BY	CITY
AMOUNT	MONTHS	RATE	INS.	

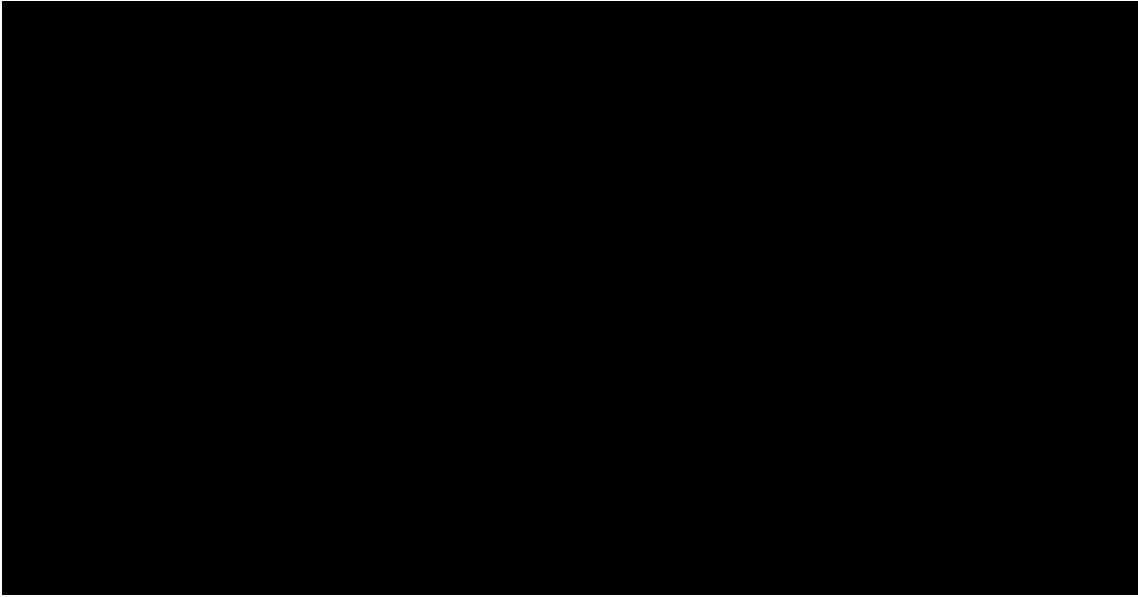
- Unless dealer furnishes buyer with dealer's written warranty or service agreement, or the used car sticker on the window of the vehicle indicates otherwise, all goods, services and vehicles sold hereunder are sold "AS IS". Warranties, if any, on dealer-installed accessories are provided by the manufacturer or supplier of such accessories and not dealer. Only the manufacturer or supplier of such accessories is responsible for performance under any such warranty. This limitation in no way affects the vehicle manufacturer's warranty, if any.
- If this is a credit sale and a financing disclosure statement has not been completely filled in, this order is not binding on either the Buyer or the Dealer, and either can cancel it, in which event the Buyer will recover the deposit. However, this order shall become binding on the Buyer upon Buyer's receipt of a completely filled in financing disclosure statement.
- THE SALESPERSON HAS NO AUTHORITY TO MAKE ANY PROMISES OR REPRESENTATIONS UNLESS THEY ARE WRITTEN ON THIS ORDER AND APPROVED BY DEALER'S AUTHORIZED REPRESENTATIVE.
- THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON REVERSE SIDE ARE PART OF THIS ORDER.
- Unless otherwise noted, the buyer's name listed on line (A) above is the registered owner of the vehicle. If credit life insurance and/or accident and health insurance is selected, the registered owner of the vehicle is the insured.

**BUYER REPRESENTATIONS:** Buyer certifies that no credit has been either extended to him by dealer or arranged for him by dealer for the cash down payment unless it appears in writing on the face of this order. 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 have read the material printed on the back hereof and agree to it as part of this order as if it were printed above my signature. I certify that I am 18 years of age or older, and hereby acknowledge receipt of a copy of this order.

[REDACTED] 10/29/09  
 CO-PURASERS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS To reorder call Sid Savage • 1-800-421-1712 • Form #6000066





**Service of Process  
Transmittal**

08/25/2011  
CT Log Number 519056173



**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. Mossy Ford, Inc., etc., et al. including Ford Motor Company, etc., Dfts.

**DOCUMENT(S) SERVED:** Summons, Cover Sheet, Complaint, Affidavit, Statement, Attachment(s), Notice, Stipulation Form

**COURT/AGENCY:** San Diego County - Superior Court - San Diego, CA  
Case # 37201100096483CUCOCTL

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Defendant refusal and repair the defects of Ford Fusion vehicle - VIN:3FARPOAR [REDACTED] Seeking preliminary and permanent injunction

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 08/25/2011 at 15:43

**JURISDICTION SERVED:** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service

**ATTORNEY(S) / SENDER(S):** Gregory T. Babbitt  
Rosner, Barby & Babbitt, LLP  
10085 Carroll Canyon Road  
Suite 100  
San Diego, CA 92131  
858-348-1005

**REMARKS:** Please note that the process server highlighted/underlined the entity being served in the documents prior to receipt by CT

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797455393450  
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

08/25/2011 15:43:43

Page 1 of 1 / KM

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



**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

MOSSY FORD, INC., a corporation, MOSSY TOYOTA, a business entity form unknown, FORD MOTOR COMPANY, a corporation, and DOES 1 through 10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTA DEMANDANDO EL DEMANDANTE):**

[Redacted] an individual,

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

**FILED**  
Clerk of the Superior Court

**AUG 18 2011**

By \_\_\_\_\_, Deputy

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

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

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

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos extras 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):*  
San Diego County Superior Court, Hall of Justice  
330 West Broadway  
San Diego, 92101

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):*  
Gregory T. Babbitt, Esq., SBN: 214299 (858)348-1005x0  
Rosner, Barry & Babbitt, LLP  
10085 Carroll Canyon Rd, Ste 100, San Diego, CA 92131

DATE  
*(Fecha)*

**AUG 18 2011**

Clerk, by  
*(Secretario)*

**J. McGinnis**

Deputy  
*(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*

*(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)*

SEAL

**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of *(specify)*.
- 3.  on behalf of *(specify): Ford Motor Company, a Corporation*  
 under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other *(specify)*
- 4.  by personal delivery on *(date)*

COPY

1 ROSNER, BARRY & BABBITT, LLP  
Hallen D. Rosner, SBN: 109740  
2 Gregory T. Babbitt, SBN: 214299  
10085 Carroll Canyon Road, Suite 100  
3 San Diego, CA 92131  
TELE: (858) 348-1005  
4 FAX: (858) 348-1150

5 Attorneys for Plaintiff

6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO  
10 HALL OF JUSTICE

11 [REDACTED] an individual,

CASE NO.

12 Plaintiff,

AFFIDAVIT OF VENUE

13 v.

14 MOSSY FORD, INC., a corporation,  
15 MOSSY TOYOTA, a business entity  
form unknown, FORD MOTOR  
16 COMPANY, a corporation, and DOES 1  
through 10, inclusive,

17 Defendant.

18  
19 I, [REDACTED] declare as follows:

20 1. I am Plaintiff in this action and make this declaration to the best of my  
21 knowledge, information and belief of the facts stated herein.

22 2. On or about November 1, 2010, I tried to purchase a 2010 Ford Fusion  
23 from Mossy Ford, and did purchase a 2010 Ford Fusion from Mossy Toyota, both of  
24 which are located in the County of San Diego.

25 I declare under penalty of perjury under the laws of the State of California that  
26 the foregoing is true and correct and that this declaration was signed on the 15 day of  
27 August 2011, at Mecca, California.

28 [REDACTED]



COPY

1 ROSNER, BARRY & BABBITT, LLP  
Hallen D. Rosner, SBN: 109740  
2 Gregory T. Babbitt, SBN: 214299  
10085 Carroll Canyon Road, Suite 100  
3 San Diego, CA 92131  
TELE: (858) 348-1005  
4 FAX: (858) 348-1150  
5 Attorneys for Plaintiff

6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO  
10 HALL OF JUSTICE

11  
12 [Redacted] an individual,  
13 Plaintiff,  
14 v.  
15 MOSSY FORD, INC., a corporation,  
16 MOSSY TOYOTA, a business entity  
form unknown, FORD MOTOR  
17 COMPANY, a corporation, and DOES 1  
through 10, inclusive,  
18 Defendant.

CASE NO.  
PLAINTIFF'S STATEMENT OF  
PUNITIVE DAMAGES  
[Code of Civ. Proc. §425.115]

19  
20 NOTICE TO: Defendant Mossy Ford, Inc., Mossy Toyota, Ford Motor Company,  
21 and Does 1 through 10

22 In addition to his demand for consequential, incidental, general, special, and  
23 actual damages and attorneys fees and costs, Plaintiff reserves the right to seek  
24 \$80,000.00 in punitive damages when she seeks a judgment in the lawsuit filed against  
25 you.

26 Date: August 16, 2011

ROSNER, BARRY & BABBITT, LLP  
27 [Redacted]  
By: [Redacted]  
28 GREGORY T. BABBITT  
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, L. in number, and address) <b>Gregory T. Babbitt, SBN: 214299</b> Rosner, Barry & Babbitt, LLP 10085 Carroll Canyon Rd, Ste 100, San Diego, CA 92131 TELEPHONE NO. (858)348-1005x0 FAX NO. ( ) - ATTORNEY FOR (Name) <b>Edwin R. Martinez</b>	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Diego</b> STREET ADDRESS: [REDACTED] MAILING ADDRESS: [REDACTED] CITY AND ZIP CODE: [REDACTED] BRANCH NAME: [REDACTED]	CASE NUMBER: [REDACTED]
CASE NAME: [REDACTED] <b>Mossy Ford, Inc., et al.</b>	JUDGE: [REDACTED] DEPT: [REDACTED]

*(Items 1-6 below must be completed (see instructions on page 2).)*

**1. Check one box below for the case type that best describes this case:**

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/WD (23) <p><b>Non-P/DPD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re. arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): **6**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **August 16, 2011**  
 Gregory T. Babbitt [REDACTED]  
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Breach of Rental/Lease	Construction Defect (10)
	Contract ( <i>not unlawful detainer or wrongful eviction</i> )	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller Plaintiff ( <i>not fraud or negligence</i> )	Securities Litigation (28)
	Negligent Breach of Contract/Warranty	Environmental/Toxic Tort (30)
<b>Other P/PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Other Breach of Contract/Warranty	Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	<b>Enforcement of Judgment</b>
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment (20)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Abstract of Judgment (Out of County)
Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	Insurance Coverage ( <i>not provisionally complex</i> ) (18)	Confession of Judgment ( <i>non-domestic relations</i> )
Medical Malpractice (45)	Auto Subrogation	Sister State Judgment
Medical Malpractice—Physicians & Surgeons	Other Coverage	Administrative Agency Award ( <i>not unpaid taxes</i> )
Other Professional Health Care Malpractice	Other Contract (37)	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other PI/PD/WD (23)	Contractual Fraud	Other Enforcement of Judgment Case
Premises Liability (e.g., slip and fall)	Other Contract Dispute	<b>Miscellaneous Civil Complaint</b>
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	<b>Real Property</b>	RICO (27)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Other Complaint ( <i>not specified above</i> ) (42)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Declaratory Relief Only
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Injunctive Relief Only ( <i>non-harassment</i> )
<b>Non-PI/PD/WD (Other) Tort</b>	Writ of Possession of Real Property	Mechanics Lien
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Commercial Complaint Case ( <i>non-tort/non-complex</i> )
Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08)	Quiet Title	Other Civil Complaint ( <i>non-tort/non-complex</i> )
Defamation (e.g., slander, libel) (13)	Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	<b>Miscellaneous Civil Petition</b>
Fraud (16)	<b>Unlawful Detainer</b>	Partnership and Corporate Governance (21)
Intellectual Property (19)	Commercial (31)	Other Petition ( <i>not specified above</i> ) (43)
Professional Negligence (25)	Residential (32)	Civil Harassment
Legal Malpractice	Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Workplace Violence
Other Professional Malpractice ( <i>not medical or legal</i> )	<b>Judicial Review</b>	Elder/Dependent Adult Abuse
Other Non-PI/PD/WD (35)	Asset Forfeiture (05)	Election Contest
<b>Employment</b>	Petition Re: Arbitration Award (11)	Petition for Name Change
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Relief From Late Claim
Other Employment (15)	Writ—Administrative Mandamus	Other Civil Petition
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

COPY

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2 Gregory T. Babbitt, SBN: 214299  
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3 San Diego, CA 92131  
TELE: (858) 348-1005  
4 FAX: (858) 348-1150

5 Attorneys for Plaintiff

6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO  
10 HALL OF JUSTICE

11 [REDACTED] an individual,  
12 Plaintiff,

13 v.

14 MOSSY FORD, INC., a corporation,  
15 MOSSY TOYOTA, a business entity  
form unknown, FORD MOTOR  
16 COMPANY, a corporation, and DOES 1  
through 10, inclusive,  
17 Defendant.

CASE NO. [REDACTED]

COMPLAINT FOR INJUNCTIVE  
RELIEF, RESTITUTION AND  
DAMAGES:

1. VIOLATION OF CONSUMERS  
LEGAL REMEDIES ACT-  
INJUNCTIVE RELIEF
2. SONG-BEVERLY CONSUMER  
WARRANTY ACT
3. VIOLATION OF EQUAL  
CREDIT OPPORTUNITY ACT
4. VIOLATION OF FAIR CREDIT  
REPORTING ACT
5. VIOLATION OF CIVIL CODE §  
1785.20
6. VIOLATION OF CIVIL CODE §  
1787.2

22 Plaintiff [REDACTED] alleges as follows against Defendants Mossy Ford, Inc.,  
23 Mossy Toyota, and Ford Motor Company on information and belief, formed after an  
24 inquiry reasonable under the circumstances:

25 GENERAL ALLEGATIONS

26 1. Plaintiff [REDACTED] is an individual residing in the City of Mecca,  
27 County of Riverside, State of California.

28 ///



1           2.     Defendant Mossy Ford, Inc. is and was a corporation doing business in the  
2 City and County of San Diego.

3           3.     Defendant Mossy Toyota is a business entity form unknown doing business  
4 in the City and County of San Diego.

5           4.     Defendant Ford Motor Company is and was a corporation doing business  
6 in the City and County of San Diego.

7           5.     Plaintiff does not know the true names and capacities, whether corporate,  
8 partnership, associate, individual, or otherwise, of Defendants sued herein as Does 1  
9 through 10, inclusive, and thus names them under the provisions of section 474 of the  
10 California Code of Civil Procedure. Defendants Does 1 through 10, inclusive, are in  
11 some manner responsible for the acts, occurrences, and transactions set forth herein,  
12 and are legally liable to Plaintiff. Plaintiff will set forth the true names and capacities  
13 of the fictitiously named Defendants together with appropriate charging allegations  
14 when ascertained.

15          6.     All acts of corporate employees as hereinafter alleged were authorized or  
16 ratified by an officer, director, or managing agent of the corporate employer.

17          7.     Each Defendant, whether actually or fictitiously named herein, was the  
18 principal, agent (actual or ostensible), co-conspirator or employee of each other  
19 defendant and in acting as such principal or within the course and scope of such  
20 employment, agency, or conspiracy, took some part in the acts and omissions  
21 hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the  
22 relief prayed for herein.

23 Looking at highlander

24          8.     In late October 2009, Plaintiff [REDACTED] was looking to purchase a  
25 new Ford Fusion. He went on to Mossy Ford's website. He filled out a credit  
26 application online. After he submitted his credit application, someone at Mossy Ford  
27 reviewed [REDACTED] credit application and obtained a copy of his credit report to  
28 determine whether Mossy Ford wanted to extend credit to him. Then, a salesman from

1 Mossy Ford named Hanbal Saqib contacted [REDACTED] over the phone and told him  
2 that he had been approved for financing to purchase a new 2011 Ford Fusion. Mr.  
3 [REDACTED] told [REDACTED] that he would have to provide a down payment of \$4,000.00 to  
4 purchase a new Ford Fusion and that if he wanted to ensure that the new Ford Fusion  
5 was there for him to purchase he needed to give a \$300.00 deposit toward the down  
6 payment. [REDACTED] gave Mr. Saqib his credit card number and authorized him to  
7 charge his credit card \$300.00 for the deposit toward his down payment. He made an  
8 appointment to finalize the purchase of the new Ford Fusion. Later, [REDACTED]  
9 learned that his card had been charged \$500.00, and not \$300.00.

10 9. Mossy Ford in its ordinary course of business regularly takes credit  
11 applications from consumers, and then accesses consumers' credit reports. Mossy Ford  
12 reviews the credit application and credit reports of consumers to evaluate and make  
13 decisions about their credit worthiness and to determine whether to extend credit to  
14 consumers.

15 10. On November 1, 2010, [REDACTED] arrived at Mossy Ford and met with  
16 Mr. Saqib. [REDACTED] and the salesman took a test drive in a new Ford Fusion. He  
17 was set to finalize the purchase when M [REDACTED] told him that he did not qualify for  
18 financing of a new Ford Fusion.

19 11. Mossy Ford never provided [REDACTED] with a notice advising him that  
20 he was denied credit and why as required by law.

21 12. [REDACTED] then took [REDACTED] to the used car lot and showed him a  
22 number of used 2009 Ford Fusions. While on this lot [REDACTED] saw a 2010 Ford  
23 Fusion VIN: 3FAHPOHA0AR [REDACTED] ("Vehicle") that did not have any stickers or other  
24 markings on it. [REDACTED] asked if this Vehicle was for sale, to which Mr. Saqib  
25 responded "let me check." [REDACTED] looked over the Vehicle. It was a used 2010  
26 Ford Fusion.

27 13. [REDACTED] told Mr. [REDACTED] he was interested in purchasing the Vehicle.  
28 He discussed with him the purchase of the Vehicle.



1           14. [REDACTED] told [REDACTED] that because of his credit condition he would  
2 have to give \$5,000.00 as a down payment instead of \$4,000.00. [REDACTED] advised  
3 that he could not pay \$5,000.00 down on the day of the sale. [REDACTED] told him that  
4 he could defer and pay the additional \$1,000.00 of the down payment to a later date.  
5 [REDACTED] agreed to do this.

6           15. After this, [REDACTED] introduced [REDACTED] to General Sales Manager  
7 Michael Palomata. Mr. Palomata negotiated with [REDACTED] in Spanish over what  
8 his monthly payment would be. Mr. Palomata never asked [REDACTED] if he wanted  
9 to purchase any additional products. [REDACTED] and Mr. Palomata agreed to a  
10 monthly payment of \$360 per month. Mr. Palomata then asked [REDACTED] to ring  
11 the bell in the show room to signify that he had agreed to purchase the Vehicle.

12           16. Mr. Palomata then told [REDACTED] that he had to go to Mossy Toyota  
13 to purchase the Vehicle, because Mossy Toyota was doing the financing. [REDACTED]  
14 walked across the street to the Mossy Toyota lot where he was introduced to a Finance  
15 Manager Dave Camps. Mr. Camps manager prepared the paperwork for him to sign.  
16 The finance manager never asked [REDACTED] if he wanted to purchase any after  
17 market items. He simply put them on the contract.

18           17. The extended warranty or service contract sold to [REDACTED] was a  
19 Toyota Extra Care Vehicle Service Agreement through Toyota Financial Services, which  
20 is for Toyota vehicles. Further, the service contract application provides that the  
21 agreement plan type is for a new vehicle, which is not true. The service contract cost  
22 Mr. Martinez \$2,500.00 and lasted 5 years or 60,000 miles, whichever was first.

23           18. A service contract can only be sold in conjunction with and overlap the  
24 manufacturer's limited warranty period if it covers something that the limited warranty  
25 does not. Generally, this is roadside assistance and car rental.

26           19. However, Mr. Camps failed to advise [REDACTED] that the Vehicle he  
27 purchased came with a 5 year or 60,000 mile roadside assistance program as part of  
28 Ford's limited warranty.

1           20. Further, Mr. Camps did not tell [REDACTED] that he would not be able  
2 to rent a car under the service contract until he was 21 years old. [REDACTED] will not  
3 turn 21 until 15 months after the purchase of the Vehicle.

4           21. Thus, Mossy Toyota charged [REDACTED] \$2,500.00 for a service contract  
5 that did not allow him to use the two main benefits to the service contract was deceptive  
6 and misleading. Mr. Camps either knew or should have known [REDACTED] would not  
7 receive the full benefits of the service contract.

8           22. Twice prior to selling the Vehicle to [REDACTED] Mossy Ford performed  
9 repairs to the transmission. Neither Mossy Ford nor Mossy Toyota ever advised Mr.  
10 [REDACTED] of this prior to his purchase of the Vehicle.

11           23. Shortly after the purchase of the Vehicle, [REDACTED] began experiencing  
12 problems with the transmission. [REDACTED] complained to Mossy Ford that the  
13 Vehicle's transmission was leaking, the RPMs would spike or flare up when  
14 accelerating, and a burning smell coming from the engine area. Mossy Ford advised  
15 [REDACTED] that it could not find any problem.

16           24. [REDACTED] then took the Vehicle to Heller Ford to complain about  
17 problems with the transmission. Heller Ford discovered a transmission leak and  
18 performed repairs to the transmission.

19           25. [REDACTED] has continued to experience problems with the RPMs spiking  
20 or flaring up while driving and with a burning smell from the Vehicle. He has taken  
21 the Vehicle to Heller Ford, North County Ford, and Fiesta Ford to complain about these  
22 continuing problems. However, none of these Ford authorized repair facilities have  
23 been able to fix these defects. The transmission for this Vehicle has been subject to at  
24 least seven repair attempts.

25           26. Because the problems could not be addressed or fixed, [REDACTED]  
26 contacted Ford Motor Company and asked them to buyback his Vehicle. Ford Motor  
27 Company refused, despite the fact that the defects to the Vehicle have not been  
28 repaired.



1 FIRST CAUSE OF ACTION

2 Violation of Consumers Legal Remedies Act by Mossy Ford and Mossy  
3 Toyota

4 27. Plaintiff incorporates by reference the allegations in Paragraphs 1 through  
5 26 of this Complaint.

6 28. The Vehicle constitutes a "good" bought for use primarily for personal,  
7 family, or household purposes under Civil Code § 1761(a).

8 29. Plaintiff is a "consumer" under Civil Code § 1761(d).

9 30. Mossy Ford is a "person" under Civil Code § 1761(c).

10 31. Mossy Toyota is a "person" under Civil Code § 1761(c).

11 32. The sale of the Vehicle to Plaintiff was a "transaction" and "service" under  
12 the Consumers Legal Remedies Act.

13 33. Pursuant to the Consumers Legal Remedies Act, the following unfair  
14 methods of competition and unfair or deceptive acts or practices are prohibited: (2)  
15 Misrepresenting the source, sponsorship, approval, or certification of goods or services;  
16 (3) Misrepresenting the affiliation, connection, or association with, or certification by,  
17 another; (5) Representing that goods or services have sponsorship, approval,  
18 characteristics, ingredients, uses, benefits, or quantities which they do not have or that  
19 a person has a sponsorship, approval, status, affiliation, or connection which he or she  
20 does not have; (7) Representing that goods or services are of a particular standard,  
21 quality, or grade, or that goods are of a particular style or model, if they are of another;  
22 (9) Advertising goods or services with intent not to sell them as advertised; (13) Making  
23 false or misleading statements of fact concerning reasons for, existence of, or amounts  
24 of price reductions; (14) Representing that a transaction confers or involves rights,  
25 remedies, or obligations which it does not have or involve, or which are prohibited by  
26 law; and (16) Representing that the subject of a transaction has been supplied in  
27 accordance with a previous representation when it has not.

28 ///

1           34. Plaintiff, concurrently with the filing of the original Complaint, served  
2 Mossy Ford and Mossy Toyota via certified mail a Consumers Legal Remedies Act  
3 notification and demand letter.

4           35. The Consumers Legal Remedies Act provides that a complaint for violation  
5 of the Consumers Legal Remedies Act may be amended without leave of court to seek  
6 damages should the violation not be remedied within thirty days of notification.  
7 Plaintiff will add a claim for actual, punitive and statutory damages under the  
8 Consumers Legal Remedies Act for violation of Civil Code §§1770(a)(2), (3), (5), (7), (9),  
9 (13), (14), and (16) if a full and complete response to this letter is not timely received on  
10 behalf of Plaintiff.

11           36. Plaintiff alleges that Mossy Ford violated the Consumers Legal Remedies  
12 Act in the following manner: (1) failing to provide the notices to consumers as required  
13 by the Equal Credit Opportunity Act, Fair Credit Reporting Act, and Civil Code §  
14 1785.20 and 1787.2, (2) failing to disclose prior material repair attempts to vehicles  
15 being offered for sale, (3) failing to post Used Car Buyer's Guide on vehicles as required  
16 by law, and (4) using bait and switch tactics in telling consumers that they were  
17 approved for financing just to get them to come to the dealership.

18           37. Plaintiff alleges that Mossy Toyota violated the Consumers Legal  
19 Remedies Act in the following manner: (1) failing to disclose prior material repair  
20 attempts to vehicles being offered for sale, (2) failing to post Used Car Buyer's Guide  
21 on vehicles as required by law, (3) improperly filing out service contracts, (4) selling  
22 service contracts to consumers that do not provide all of the benefits that they are  
23 supposed to provide, and (4) charging consumers with after market products that they  
24 did not want or request.

25           38. Civil Code § 1780(a)(2) of the Consumers Legal Remedies Act provides that  
26 a consumer is entitled to an injunction prohibiting acts or practices which violate it.  
27 Plaintiff seeks an order enjoining Mossy Ford and Mossy Toyota from the acts, methods,  
28 and practices as set forth in this Complaint and for payment of restitution.





1 49. Notwithstanding Plaintiff's entitlement, Defendants have failed to refund  
2 the price of the Vehicle or replace the Vehicle as required by Song-Beverly.

3 50. By failing to remedy the defects as alleged above, or to issue a refund or  
4 replacement, Defendants are in breach of their obligations under Song-Beverly.

5 51. Plaintiff is entitled to justifiably revoke acceptance of the Vehicle under  
6 Song-Beverly.

7 52. Under Song-Beverly, Plaintiff is entitled to reimbursement of the purchase  
8 price paid for the Vehicle.

9 53. Plaintiff is entitled to all incidental, consequential and general damages  
10 resulting from Defendants' failure to comply with their obligations under Song-Beverly.

11 54. Plaintiff is entitled to recover as part of the judgment a sum equal to the  
12 aggregate amount of costs and expenses, including attorneys' fees, reasonably incurred  
13 in connection with the commencement and prosecution of this action.

14 55. Plaintiff is entitled in addition to the amounts recovered, a civil penalty  
15 of up to two times the amount of actual damages in that Defendant Ford Motor  
16 Company has willfully failed to comply with their responsibilities under Song-Beverly.

17 **THIRD CAUSE OF ACTION**

18 **Violation of Equal Credit Opportunity Act by Mossy Ford**

19 56. Plaintiff incorporates by reference the allegations in Paragraphs 1 through  
20 55 of the Complaint.

21 57. This court has jurisdiction under the Equal Credit Opportunity Act  
22 ("ECOA"), 15 U.S.C. §1681 *et seq.*

23 58. Before Plaintiff signed the purchase contract on the day that Plaintiff  
24 purchased the Vehicle, he completed a credit application.

25 59. Mossy Ford took adverse action on that credit application.

26 60. Following the receipt of the completed application for credit from Plaintiffs,  
27 Mossy Ford was required to make a credit decision within 30 days.

28 ///



1           61. Based upon the credit application, Mossy Ford denied credit, or  
2 alternatively refused to extend credit on substantially similar terms to those applied  
3 for by Plaintiffs, or alternatively failed to render its credit decision within 30 days.

4           62. Mossy Ford took adverse action for purposes of the ECOA.

5           63. Mossy Ford failed to issue the adverse action notice to Plaintiff which the  
6 ECOA requires of users of consumer credit reports who take adverse action.

7           64. Mossy Ford was otherwise required to provide an adverse action notice to  
8 Plaintiff.

9           65. Mossy Ford has no policies or procedures in place to comply with the  
10 ECOA's adverse action notice.

11           66. Mossy Ford failed to provide an adverse action notice to Plaintiff.

12           67. Mossy Ford has failed to maintain proper records of its credit actions in  
13 violation of the ECOA.

14           68. Mossy Ford is a creditor for purpose of ECOA.

15           69. This failure to issue an adverse action notice constituted a negligent  
16 violation of ECOA by Mossy Ford; alternatively, this failure to issue an adverse action  
17 constituted a willful violation of ECOA by Mossy Ford.

18           70. This failure to properly maintain records constituted a negligent violation  
19 of ECOA by Mossy Ford; alternatively, this failure to issue an adverse action  
20 constituted a willful violation of ECOA by Mossy Ford.

21           71. As a result of Mossy Ford's violations of ECOA, Plaintiff has suffered  
22 actual damages, are entitled to punitive damages in the amount of \$10,000 to each of  
23 them, and are entitled reasonable attorney's fees and costs from Mossy Ford.

24           72. Mossy Ford failed or refused to put in place mechanisms to comply with  
25 the ECOA's adverse action notice requirements. Those requirements serve as the  
26 primary means of record keeping to permit both private litigants and governmental  
27 entities to determine whether Mossy Ford is in compliance with ECOA anti-  
28 discrimination purposes.





1 issue an adverse action notice constituted a willful violation of the FCRA, 15 U.S.C.  
2 §1681m by Mossy Ford.

3 85. This failure to issue an adverse action notice constituted a violation of the  
4 FCRA, 15 U.S.C. §§1681m, 1681n, and 1681o by Mossy Ford. Plaintiff is entitled to  
5 actual, punitive, and statutory damages as well as attorney's fees and costs.

6 **FIFTH CAUSE OF ACTION**

7 **Violation of Civil Code § 1785.20 by Mossy Ford**

8 86. Plaintiff incorporates by reference the allegations in Paragraphs 1 through  
9 85 of the Complaint.

10 87. Plaintiff is a consumer as referred to in Civil Code § 1785.20.

11 88. Mossy Ford is a person as referred to in Civil Code § 1785.20.

12 89. Mossy Ford took adverse action as referred to in Civil Code § 1785.20.

13 90. Civil Code § 1785.20 provides that any person who takes adverse action  
14 with respect to any consumer based, in whole or in part, on any information contained  
15 in a consumer credit report, that person must:

16 a. Provide written notice of the adverse action to the consumer.

17 b. Provide the consumer with the name, address, and telephone  
18 number of the consumer credit reporting agency which furnished the report to the  
19 person.

20 c. Provide a statement that the credit grantor's decision to take  
21 adverse action was based in whole or in part upon information contained in a consumer  
22 credit report.

23 d. Provide the consumer with a written notice of the following rights  
24 of the consumer:

25 i. The right of the consumer to obtain within 60 days a free copy  
26 of the consumer's consumer credit report from the consumer credit reporting agency  
27 identified pursuant to paragraph (2) and from any other consumer credit reporting  
28 agency which compiles and maintains files on consumers on a nationwide basis.





1 i. The applicant's right to a statement of reasons within 30  
2 days after receipt by the creditor of a request made within 60 days after such  
3 notification; and

4 ii. The identity and address of the person or office from which  
5 the statement of reasons may be obtained.

6 iii. The statement of reasons may be given orally if the  
7 written notification advises the applicant of the right to have the statement of  
8 reasons confirmed in writing on written request.

9 102. Mossy Ford did not send Plaintiff the statement required by Civil Code  
10 § 1787.2.

11 103. Plaintiff is entitled to actual damages, punitive damages up to  
12 \$10,000.00, and attorneys' fees and costs under Civil Code § 1787.3.

13 WHEREFORE, Plaintiff prays for judgment as follows as appropriate for the  
14 cause of action:

15 1. For incidental, consequential, and actual damages according to proof at  
16 trial.

17 2. For statutory and punitive damages according to proof at trial.

18 3. For the equitable, injunctive, monetary relief permitted by law.

19 4. For injunctive relief under the Consumers Legal Remedies Act.

20 5. For pre-judgment interest at the legal rate.

21 6. For a preliminary and permanent injunction and declaratory relief as  
22 set forth in this Complaint;

23 7. For reasonable attorney's fees and costs of suit as specified under Civil  
24 Code §§ 1780(e), 1785.31(a)(1) & (d), 1787.3(c), 1788.30(c), and 1794(d), and 15  
25 U.S.C. §§ 1681n(a)(3), 1681n(c), 1681o(a)(2), and 1681o(b); and

26 ///

27 ///

28 ///

1           8.     For such other and further relief as the Court deems just and proper  
2 under the circumstances.

3 Date: August 16, 2011

ROSNER, BARRY & BABBITT, LLP

4  
5 By:



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BABBITT

Attorneys for Plaintiff

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

STREET ADDRESS: 330 West Broadway  
MAILING ADDRESS: 330 West Broadway  
CITY AND ZIP CODE: San Diego, CA 92101  
BRANCH NAME: Central  
TELEPHONE NUMBER: (619) 450-7075

PLAINTIFF(S) / PETITIONER(S): [REDACTED]

DEFENDANT(S) / RESPONDENT(S): Mossy Ford Inc et.al.

[REDACTED] VS. MOSSY FORD INC

**NOTICE OF CASE ASSIGNMENT**

CASE NUMBER:

[REDACTED]

Judge: Richard E. L. Strauss

Department: C-75

**COMPLAINT/PETITION FILED: 08/17/2011**

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

**CASE MANAGEMENT CONFERENCE:** A Case Management Conference will be set within 150 days of filing the complaint.

**ALTERNATIVE DISPUTE RESOLUTION (ADR):** THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)





## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER [REDACTED]

CASE TITLE: [REDACTED] vs. Mossy Ford Inc

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case.

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.



**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### Local ADR Programs for Civil Cases

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>		<i>FOR COURT USE ONLY</i>
STREET ADDRESS:	330 West Broadway	
MAILING ADDRESS:	330 West Broadway	
CITY, STATE, & ZIP CODE:	San Diego, CA 92101-3827	
BRANCH NAME:	Central	
PLAINTIFF(S): [REDACTED]		
DEFENDANT(S): Mossy Ford Inc et al.		
SHORT TITLE: [REDACTED] VS. MOSSY FORD INC		
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER: [REDACTED]

Judge: Richard E. L. Strauss

Department: C-75

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 08/18/2011

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT



### ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
7/8/2011 CLOSED	[REDACTED] CLP - IN - BUYBACK STATE LL	3FAHP0HA0AR [REDACTED]	2010 FUSION	09
7/6/2011 CLOSED	[REDACTED] ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	3FAHP0HA0AR [REDACTED]	2010 FUSION	01
3/25/2011 CLOSED	[REDACTED] CLP - IN - BUYBACK STATE LL	3FAHP0HA0AR [REDACTED]	2010 FUSION	09
3/22/2011 CLOSED	[REDACTED] CLP - IN - BUYBACK STATE LL	3FAHP0HA0AR [REDACTED]	2010 FUSION	09
3/16/2011 CLOSED	[REDACTED] MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	3FAHP0HA0AR [REDACTED]	2010 FUSION	01
2/6/2011 CLOSED	ELECTRONIC CONTROL SYSTEMS INC ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	3FAHP0HA0AR [REDACTED]	2010 FUSION	01

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA0AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2009-06-18  
 Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - BUYBACK STATE LL Secondary Phone:  
 Issue Type: 09 BUYBACK STATE LL Issue Status: CLOSED

Action: RAV EVALUATION Origin Desc: US CONCERN CASE BASE  
 Dealer: 05439 FIESTA FORD, INC.  
 Odometer: 32000 MI Comm Type: PHONE  
 Analyst Name: GUILLEN, YAISA Analyst: YGUILLEN  
 Action Date: 07/07/2011 Action Time: 13.33.30.294 Action Data: No

Comments CUSTOMER SAID \*\*\*\*\*SPANISH CALL\*\*\*\*\*-WANTS BUYBACK-HAS HAD SO MANY ISSUES WITH VEH-  
 TOOK VEH TO DLR AGAIN ON THE 5TH -VEH TURNED OFF WHILE CUST WAS DRIVING-CUST NO LONGER WANTS  
 VEHDLR INFO:FIESTA FORD, INC.78990 VARNER RD.INDIO CA 92203(760) 772-8000 X8313CRC ADVISED, YOUR  
 REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF  
 THE VEHICLE MEETS THE STATE OF CALIFORNIA'S LEMON LAW GUIDELINES FOR REPLACEMENT, IF YOUR  
 VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER SERVICE MANAGER WITHIN 10  
 BUSINESS DAYS TO ASSIST YOU WITH YOUR REPAIR NEEDS AND A LETTER FROM FORD STATING THAT YOUR  
 VEHICLE DOES NOT QUALIFY, IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT, YOU WILL RECEIVE AN OFFER  
 LETTER IN APPROXIMATELY 15 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS,  
 THE LETTER WILL PROVIDE INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION NECESSARY TO  
 COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE  
 DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU DO NOT RECEIVE A  
 COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE  
 CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.

Action: MOVE CASE TO CCT FOR HANDLING Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
 Dealer: 05439 FIESTA FORD, INC. PROGRAM  
 Odometer: 32000 MI Comm Type: OTHER  
 Analyst Name: Analyst: RKENDAL5  
 KENDALL, ROBERT  
 Action Date: 07/07/2011 Action Time: 13.54.26.291 Action Data: No

Comments - DRS, BOB- MOVE CASE TO TIER II FOR CONTINUED HANDLING

Action: UPLOAD RAV ONLINE INFORMATION Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
 Dealer: 05439 FIESTA FORD, INC. PROGRAM  
 Odometer: 32000 MI Comm Type: OTHER  
 Analyst Name: Analyst: RKENDAL5  
 KENDALL, ROBERT  
 Action Date: 07/07/2011 Action Time: 13.55.10.269 Action Data: No

Comments - DRS, BOB- DID NOT UPLOAD TO RAV

Action: CONCERN ADDRESSED Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Dealer: 05439 FIESTA FORD, INC.  
 Odometer: 32000 MI Comm Type: PHONE



Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54  
Action Date: 07/08/2011 Action Time: 15.09.42.106 Action Data: Yes

Comments CSM MELISSA CRUZ, X 7770 - OBC TO CUST @ [REDACTED] - WAS ABLE TO REACH - ADVISED CUST I AM CALLING REGARDING HIS CONTACT WITH FMC AND REQUEST FOR A VEH BUYBACK - ADVISED CUST BUYBACK REQUEST HAS BEEN DENIED - ADVISED IF HE'S STILL HAVING CONCERNS WITH VEH, HE MUST TAKE IT TO A FORD DLRSH - CUST ASKED WHAT WILL HAPPEN WHEN WARRANTY EXPIRES AND CONCERN CONTINUES - ADVISED CUST WARRANTIES EXPIRE AND HE WILL HAVE TO BE RESPONSIBLE FOR ALL COSTS - CUST ADVISED HE WILL BE CALLING US BACK - ADVISED CUST IF HE CALLS BACK TO REQUEST A BUYBACK, IT WILL BE DENIED - STATES HE WILL CONTINUE TAKING HIS VEH TO DLRSH UNTIL WARRANTY RUNS OUT - CUST THANKED REP FOR CALL - NO FURTHER ACTION REQUIRED

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

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All Action Details for Issue

[Print](#)

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VIN: 3FAHP0HA0AR [REDACTED]	Year: 2010	Model: FUSION Case: [REDACTED]
Name: [REDACTED]	Owner Status: Subsequent	WSD: 2009-06-18
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone: [REDACTED]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED		Secondary Phone:
Issue Type: 01 INQUIRY	Issue Status: CLOSED	

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Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT		
Dealer:		Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 032051 MI	Comm Type: MAIL	
Analyst Name:	Analyst: SYSTEM	
Action Date: 07/06/2011	Action Time: 22:19:15.172	Action Data: No

Comments DISPATCH COMPLETE

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA0AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2009-06-18  
 Symptom Desc: LOSS OF POWER ACCELERATION Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - BUYBACK STATE LL Secondary Phone:  
 Issue Type: 09 BUYBACK STATE LL Issue Status: CLOSED

Action: RAV EVALUATION Origin Desc: US CONCERN CASE BASE  
 Dealer: 05438 HOMER HELLER FORD  
 Odometer: 24200 MI Comm Type: PHONE  
 Analyst Name: SOLCEDO, JONATHAN Analyst: JSOLCEDO  
 Action Date: 03/16/2011 Action Time: 13.09.54.598 Action Data: No

Comments CUSTOMER SAID: \*\*SPANISH CALL\*\*- HAS HAD THE SAME PROBLEM WITH VEH SINCE ITS PURCHASE- WHEN ACCELERATING VEH ENGINE STRUGGLES AND GIVES OFF HIGH RPMS- CUST STATES MIGHT BE TRANSMISSION ENGADMENT, HAS HAD VEH SERVICED AT 2 DEALERSHIPS, BUT PROBLEMS STILL CONTINUE- HAS ALMOST BEEN IN 2 ACCIDENTS BECAUSE OF THIS ISSUE- CUST UPSET WITH VEH SEEKING TO HAVE FORD BUYBACK VEHDEALER SAID: [REDACTED]

[REDACTED] OUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S LEMON LAW GUIDELINES FOR REPLACEMENT. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER SERVICE MANAGER WITHIN 5 BUSINESS DAYS TO ASSIST YOU WITH YOUR REPAIR NEEDS AND A LETTER FROM FORD STATING THAT YOUR VEHICLE DOES NOT QUALIFY. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 10 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION NECESSARY TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU DO NOT RECEIVE A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.

Action: BB-DOCUMENT ADDITIONAL INFORMATION Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
 Dealer: 05438 HOMER HELLER FORD  
 Odometer: 24200 MI Comm Type: OTHER  
 Analyst Name: Analyst: RKENDAL5  
 KENDALL, ROBERT  
 Action Date: 03/16/2011 Action Time: 15.11.20.907 Action Data: No

Comments - DRS, BOB- SPOKE WITH SERVICE MANAGERS REGARDING REPAIR HISTORY

Action: MOVE CASE TO CCT FOR HANDLING Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
 Dealer: 05438 HOMER HELLER FORD  
 Odometer: 24200 MI Comm Type: OTHER  
 Analyst Name: Analyst: RKENDAL5  
 KENDALL, ROBERT  
 Action Date: 03/16/2011 Action Time: 15.44.16.845 Action Data: No

Comments -DRS, BOB-AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURCHASE/REPLACEMENT, MOVED TO CCST FOR FURTHER ASSISTANCE-EMAILED RES-SUBMITTED RAV FOR HANDLING

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

Dealer: 05438 HOMER HELLER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 24200 MI

Comm Type: PHONE

Analyst Name: JOHNSON MARK

Analyst: MJOHSON

Action Date: 03/17/2011

Action Time: 13.06.08.975 Action Data: Yes

Comments CSM MARK X: 7716. OBC TO CUST @ [REDACTED] AND I REC'D VM. I LEFT MY CONTACT INFO AND AM SCHEDULING A FOLLOW-UP CALL FOR 3/18.

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-18-2011
TIME OF FOLLOW UP (HH:MM):	20:00

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

Dealer: 05438 HOMER HELLER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 24200 MI

Comm Type: PHONE

Analyst Name: JOHNSON MARK

Analyst: MJOHSON

Action Date: 03/17/2011

Action Time: 18.42.36.738 Action Data: Yes

Comments CSM MARK X: 7716. INITIAL CASE REVIEW LTV IS NS, 1-VEH AND NO ESP ON RECORD. OBC TO S/M DON @ [REDACTED] AND HE SAID CUST HAS BEEN TO DLR TWICE BUT ISN'T THERE NOW. OBC TO CUST @ [REDACTED] 6 AFTER A THOROUGH REVIEW OF YOUR VEHICLE'S REPAIR HISTORY I'M UNABLE TO MEET YOUR REQUEST FOR VEHICLE REPURCHASE. HOWEVER, I DO APOLOGIZE FOR THE CONCERNS THAT YOU HAVE HAD WITH YOUR VEHICLE AND WHAT I WOULD LIKE TO SUGGEST IS TO TAKE YOU VEH BACK TO THE DLR TO DIAGNOSTIC ON YOUR VEH ISSUES. I AM SCHEDULING A FOLLOW-UP CALL FOR 3/21.

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-21-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 05438 HOMER HELLER FORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 24200 MI

Comm Type: OUTBOUND MAIL-OTHER

Analyst Name: GRAHAM, SHARON

Analyst: S-GRAH15

Action Date: 03/18/2011

Action Time: 14.00.12.239 Action Data: No

Comments DOESN'T QUALIFY LETTER SENT FEDEX 478293456760

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

Dealer: 05438 HOMER HELLER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 24200 MI

Comm Type: PHONE

Analyst Name: JOHNSON MARK

Analyst: MJOHSON

Action Date: 03/21/2011

Action Time: 12.58.17.704 Action Data: Yes

Comments CSM MARK X: 7716. IBC FROM CUST @ [REDACTED] TO SAY OVER THE WEEKEND THE VEH'S RPM REV'D VERY HIGH AND THEN DIED. VEH WAS TOWED TO NORTH COUNTY FORD (S/A JOE @ DLR AND CUST WAS TOLD IT WAS A LOOSE BATTERY CABLE. S/A JOE SAID THE VEH HAD MULTIPLE CODES SHOWING FOR EVERYTHING THAT COULD HAVE BEEN TRIGGERED BY AN ELECTRICAL / BATTERY ISSUE. THE BATTERY CABLE WAS SECURED AND THE VEH THOROUGHLY TESTED FOR TRANNY STRESS TEST AND DRIVEN TO SEE IF ANY CODES RETURNED. NONE WERE NOTED AND THE VEH WAS RTN'D TO CUST. OBC TO CUST @ [REDACTED] SAID





All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA0AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Subsequent WSD: 2009-06-18  
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: CLP - IN - BUYBACK STATE LL Secondary Phone:  
Issue Type: 09 BUYBACK STATE LL Issue Status: CLOSED

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 05438 HOMER HELLER FORD Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES  
Odometer: 24200 MI Comm Type: PHONE  
Analyst Name: Analyst: C-DAUNT  
DAUNT,CHRIS  
Action Date: 03/18/2011 Action Time: 20.00.37.523 Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

Action: MOVE CASE TO CCT FOR HANDLING

Dealer: 05438 HOMER HELLER FORD Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES  
Odometer: 24200 MI Comm Type: PHONE  
Analyst Name: Analyst: C-DAUNT  
DAUNT,CHRIS  
Action Date: 03/18/2011 Action Time: 20.00.37.721 Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

Action: RECEIPT OF CUSTOMER LETTER RETURNED

Dealer: 05438 HOMER HELLER FORD Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES  
Odometer: 24200 MI Comm Type: PHONE  
Analyst Name: Analyst: C-DAUNT  
DAUNT,CHRIS  
Action Date: 03/22/2011 Action Time: 20.00.25.126 Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA0AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Subsequent WSD: 2009-06-18  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phone:  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PUBLIC-PRIVATE OFFER  
Dealer: Origin Desc: MANUAL - PHONE CSR  
Odometer: 24200 MI Comm Type: PHONE  
Analyst Name: SOLCEDO, JONATHAN Analyst: JSOLCEDO  
Action Date: 03/16/2011 Action Time: 13.11.31.194 Action Data: Yes

Comments CRC ADVISED: \*\*NO FLAG\*\*\*\*NO OFFER\*\*

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

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All Action Details for Issue

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[Print](#)

VIN: 3FAHP0HA0AR [REDACTED]      Year: 2010      Model: FUSION    Case [REDACTED]  
Name: ELECTRONIC CONTROL SYSTEMS INC      Owner Status: Original      WSD: 2009-06-18  
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: 023475 MI      Comm Type: MAIL  
Analyst Name:      Analyst: SYSTEM  
Action Date: 02/06/2011      Action Time: 22.03.57.262      Action Data: No

Comments DISPATCH COMPLETE

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### GCQIS Report Analysis

## Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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<b>Report# :</b>	BBIB8023 NHL	<b>Received:</b>	02/09/2011
<b>CCRG/EPRC:</b>		<b>Reviewed Status:</b>	<b>Date:</b>
<b>Vehicle:</b>	2010,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA0AR, [REDACTED]	<b>Build Date:</b>	05/16/2009
<b>Odometer :</b>	23,472 M	<b>Engine:</b>	2.5L DOHC
<b>Transmission:</b>	6SP 6F MID	<b>Axle:</b>	3.066RATIO
<b>Dealer:</b>	USA 05438 Homer Heller Ford	<b>A/C:</b>	YES
<b>City:</b>	Escondido	<b>State:</b>	California
<b>Originator:</b>	DAVID GRANADOS	<b>Phone#:</b>	(760) 745-3361
<b>Symptom:</b>	4 46 2 87 ST/RN/MV,FLUIDS,TRANSMISSION,LEAK		
<b>Status:</b>			
<b>VFG:</b>	V48 GOOD AUTOMATIC TRANSMISSION		
<b>Additional Symptom:</b>	REPEAT VENT LEAK		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

**Hotliner:** ADOUGHT3

**Phone:** 000 000-0000

**Regn Cd:** W1 Los Angeles

**Engineering:**

**Phone:**

**TAR:**

**Dir Contact:** DAVID GRANADOS

**Phone:** 000 000-0000

**Title Cde:** T

**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

REPAIR 02/09/2011 06:59PM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN: FLUID LEAK @ TRANS FILL TUBE DIAGNOSTICS:  
PERFORMED TRANS FLUID LEVEL AND CONDITION CHECK OK AT THIS  
TIME. PARTS REPLACED:: NONE TECH QUESTION: VERIFIED FLUID VENTING  
FROM TRANS FILL TUBE, FLUID LEVEL AND CONDITION OK AT THIS TIME.  
APPLIED AIR PRESSURE TO CASE VENT BREATHER AND RUBBER BREATHER TUBE  
NPF, I HAVE HAD THE SAME PROBLEM ON SAME MAKE AND MODEL VEHICLE AND  
REPLACED TRANS CASE HALF. HAVE YOU HAD ANY FEEDBACK FOR THIS CONCERN  
AND WOULD YOU RECOMMEND CASE HALF REPLACEMENT? WHAT IS THE  
LOCATION OF FLUID LEAK? TRANS FILL TUBE. WAS DYE USED TO HELP  
LOCATE SOURCE OF LEAK? YES HAS THE TRANSMISSION VENT BEEN VERIFIED  
CLEAN OF OBSTRUCTIONS, OR IF EQUIPPED WITH RUBBER VENT CAP IS IT  
PROPERLY SEATED? YES

**RECOMM 02/09/2011 06:59PM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE**  
DAVID, THERE SHOULD BE NO CHANGE IN CASE HALVES IN THE FUSION, ONLY  
THE EARLY 2009 ESCAPE WOULD HAVE SEEN A PHYSICAL DIFFERENCE IN CASE  
VENTS. THE MAJORITY OF THE REPORTS RECEIVED DEALING WITH A FLUID LOSS  
FROM THE VENT OR FILLER TUBE ON A 2010 FUSION ARE FOUND TO BE DUE TO  
AN OVERFULL CONDITION. THE FLUID LEVEL WHEN WORKING WITH MERCON LV IS  
CRITICAL, THIS FLUID EXPANDS FAR MORE WHEN HOT THAN ANY FLUID WE'VE  
USED IN THE PAST. IF THE TRANSMISSION FLUID TEMPERATURE (TFT) IS NOT  
CORRECT WHEN THE LEVEL IS SET, VENTING WILL LIKELY OCCUR. IF THIS IS  
SUSPECTED, CORRECT THE FLUID LEVEL FOLLOWING THE STEPS LISTED IN THE  
WSM (180 DEGREES FAHRENHEIT OR HIGHER IS CRITICAL), CLEAN THE VENT AND  
THEN RETEST THE VEHICLE. VENTING CAN ALSO OCCUR WHEN THE VEHICLE IS  
FLAT TOWED, IF THIS IS SUSPECTED THERE IS LIKELY MUCH DEEPER DAMAGE  
AND TRANSMISSION REPLACEMENT WILL BE REQUIRED. IF YOU ARE NOT  
SUSPECTING AN OVER FULL CONDITION, OVERHEATING WILL BE ONE OF THE LAST



POSSIBLE REASONS FOR FLUID EXPULSION. DETAILS FROM THE CUSTOMER REGARDING THE CONDITIONS PRESENT AT THE TIME THE FLUID LOSS TOOK PLACE WILL BE HELPFUL IN DIAGNOSIS IF NO OBVIOUS FAULT IS SEEN. INFORMATION ON THE VEHICLE RUN TIME, VEHICLE TEMPERATURE, VEHICLE LOAD, AMBIENT TEMPERATURE, HVAC POSITION, SPEED, TERRAIN AND MOISTURE CONDITIONS WILL ALL BE HELPFUL IN BETTER UNDERSTANDING OR DUPLICATING THE FAULT. IF YOU ARE ABLE TO DUPLICATE THE VENTING CONCERN UNDER NORMAL DRIVING WITH CORRECT FLUID LEVEL, REPLACE THE DIP STICK, DIP STICK TUBE AND RUBBER VENT HOSE BEFORE RETESTING. IF YOU HAVE ANY OTHER QUESTIONS, FEEL FREE TO UPDATE THIS FORM. THANK YOU.

**AUDIT**

**07/02/2011 11:03AM**

SYMPTOM 5 04 7 02 CHANGED TO 4 46 2 87 BY CS012093

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---

**Requester:** DALBANIC

Report Summary

**Server:** FCWS686

**Ford Proprietary, Private**

2-Sep-2011

**Retention:** None

**From:** [REDACTED]  
**Sent:** Wednesday, March 16, 2011 3:50 PM  
**To:** [REDACTED]  
**Subject:** RAVONLINE Case Status Information for VIN: 3FAHP0HA0AR [REDACTED]

---

\*\*\*This is a system generated email\*\*\*

Current Status: **SUBMITTED FOR APPROVAL**

Case Details:

VIN: 3FAHP0HA0AR [REDACTED]

Request Type: **Do Not Qualify Letter**

Affiliation: **Customer Relationship Center - Consumer Affairs**

Processing Dealer: **HOMER HELLER FORD**

Requester: **ROBERT KENDALL**

Requester Comments: **AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURCHASE/REPLACEMENT UNDER THE CALIFORNIA STATE LEMON LAW EITHER FOR REPEAT REPAIRS OR DAYS DOWN FOR WARRANTY REPAIRS. THE CONSUMER PURCHASED THIS VEHICLE USED SOMETIME AFTER 10/22/10 AT APPROXIMATELY 19,000 MILES. THEREFORE, THERE WERE NO CONCERNS REPORTED WITHIN THE PRESUMPTION PERIOD. THERE HAVE NOT BEEN ANY REPEAT REPAIRS TO THIS VEHICLE. THE VEHICLE HAS BEEN DOWN LESS THAN THIRTY (30) DAYS FOR WARRANTY REPAIRS.**

You can also view your case by clicking on VIN.

If you have questions or concerns about your case status result, please contact RAV Headquarters

[REDACTED]  
Sincerely,  
RAV Headquarters.

10/7/2011



[REDACTED] - 1473950751  
 2010 FUSION - 3FAHP0HA0AR [REDACTED] - WSD - 06/18/2009  
 Repair History

Dealership	Date	Mileage	Consumer Concern	Dealership Service
<b>CONSUMER PURCHASED VEHICLE USED AFTER 10/22/10 , AT APPROXIMATELY 19,000 MILES BEYOND 18,000 MILE PRESUMPTION PERIOD</b>				
Homer Heller Ford	2/7/11	23,472	<ul style="list-style-type: none"> <li>• Consumer requested maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• Dealer performed requested maintenance</li> <li>• Due vehicle inspection, Dealer noticed transmission fluid leak; Contacted Ford Technical Assistance; determined no problem, ensure transmission fluid set to proper level; NPF</li> <li>• Vehicle was down three (3) days</li> </ul>
	3/3/11	24,064	<ul style="list-style-type: none"> <li>• When driving up hill or entering freeway and letting off gas, car revs and jumps forward</li> </ul>	<ul style="list-style-type: none"> <li>• Found TSB 09-18-03, reprogrammed PCM</li> <li>• Vehicle was down five (5) days</li> </ul>
			<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Vehicle was down eight (8) days total</li> </ul>
			<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>• Vehicle was down</li> </ul>
			<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>• Vehicle was down</li> </ul>

## BBB AUTO LINE - DRS CASE - CHECK LIST

Customer Name:		Case #s FRD	CuDL #
Case Opening date:		MRF Due Date:	Initial Position due:
ESP - TYPE		Warranty Start Date:	NEW      LEASED      USED
Dealer Service Manager and Phone#		Vehicle/ VIN	
FSE and Phone #		RES	CCST
ZM and Phone #		BBB DRS	TL Sign Off:
<b>ACTIONS TAKEN</b>	Date	NOTES:	
Create Folder on Desktop PC			
Email Sent to Field			
Email / Fax sent to Dealer			
Update CuDL			
Contact Field (ZM, FSE, CCST or RES)			
Contact Dealer:			
<b>MEDIATION</b>		NOTES:	
MSO/ Initial Settlement / sent to BBB:(within 13 days)			
Offer Accepted/ rejected			
Called customer - if offer rejected			
Additional Offers made (Pre-Arb closure)			
<b>FILE MAINTENANCE TO MINACS For Settlement</b>			
If FURTHER REPAIR Settlement - Call Service Mgr. ( "final repair attempt", all hands on deck)			
<b>ARBITRATION</b>		NOTES:	
MRF FAXED/EMAILED to BBB (within 19 days)			
Arbitration decision received			
Customer Accepts/Rejects Received			
<b>FILE MAINTENANCE TO MINACS For (if accepted)</b>			
Notice from MINACS action completed			
Case Close Date			
NOTES:			



**CA - LL CASE - CHECK LIST**

Customer Name: [REDACTED]	CuDL 1473950751	Case Opening date: 3/17/11
ESP - TYPE - NONE	Warranty Start Date: 06/18/2009	NEW LEASED <u>USED XXXX</u> After 10/22/10 Approximately 19,000 Miles
Dealer S/M & Phone# - [REDACTED]		
Dealer P & A Code - 05438		
Vehicle/ VIN - 3FAHP0HA0AR[REDACTED] 2010 FUSION 24,200 Miles		
FCSD Region - Los Angeles	RES - Susan Aluia	
# of Repair Visits for Same Concern - One (1)	# of Days Out of Service - TBD	

**NOTES: Consumer Wants Repurchase**

**From:** Kendall, Robert (R.)  
**Sent:** Wednesday, March 16, 2011 3:43 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** CALL [REDACTED] CALL-1473950751-  
FordsPositionCaliforniaLLCases-No RAV  
**Attach:** 3-17-11-E [REDACTED]-CALL-1473950751-  
FordsPositionCaliforniaLLCases.doc

---

Susan,  
Please find Ford's position that, at this time, it appears that this vehicle does not meet the requirement for a repurchase/replacement.

After review, at this time, it appears that this vehicle does not meet the requirements for a repurchase/replacement under the California State Lemon Law either for repeat repairs or days down for warranty repairs.

The consumer purchased this vehicle used sometime after 10/22/10 at approximately 19,000 miles. Therefore, there were no concerns reported within the presumption period.

There have not been any repeat repairs to this vehicle. The vehicle has been down less than thirty (30) days for warranty repairs.

Bob Kendall  
Dispute Resolution Specialist, Ford Customer Relationship Center

[REDACTED]

10/9/2011



[REDACTED] - 1473950751  
 2010 FUSION - 3FAHP0HA0AR[REDACTED] - WSD - 06/18/2009  
 Repair History

Dealership	Date	Mileage	Consumer Concern	Dealership Service
<b>CONSUMER PURCHASED VEHICLE USED AFTER 10/22/10 , AT APPROXIMATELY 19,000 MILES BEYOND 18,000 MILE PRESUMPTION PERIOD</b>				
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	3/3/11	24,064	<ul style="list-style-type: none"> <li>• When driving up hill or entering freeway and letting off gas, car revs and jumps forward</li> </ul>	<ul style="list-style-type: none"> <li>• Found TSB 09-18-03, reprogrammed PCM</li> <li>• Vehicle was down five (5) days</li> </ul>
			<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Vehicle was down eight (8) days total</li> </ul>
			<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>• Vehicle was down</li> </ul>
			<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>• Vehicle was down</li> </ul>

## BBB AUTO LINE - DRS CASE - CHECK LIST

Customer Name:		Case #s FRD	CuDL #
Case Opening date:		MRF Due Date:	Initial Position due:
ESP - TYPE		Warranty Start Date:	NEW      LEASED      USED
Dealer Service Manager and Phone#		Vehicle/ VIN	
FSE and Phone #		RES	CCST
ZM and Phone #		BBB DRS	TL Sign Off:
<b>ACTIONS TAKEN</b>	Date	NOTES:	
Create Folder on Desktop PC			
Email Sent to Field			
Email / Fax sent to Dealer			
Update CuDL			
Contact Field (ZM, FSE, CCST or RES)			
Contact Dealer:			
<b>MEDIATION</b>		NOTES:	
MSO/ Initial Settlement / sent to BBB:(within 13 days)			
Offer Accepted/ rejected			
Called customer - if offer rejected			
Additional Offers made (Pre-Arb closure)			
<b>FILE MAINTENANCE TO MINACS For Settlement</b>			
If FURTHER REPAIR Settlement - Call Service Mgr. ("final repair attempt", all hands on deck)			
<b>ARBITRATION</b>		NOTES:	
MRF FAXED/EMAILED to BBB (within 19 days)			
Arbitration decision received			
Customer Accepts/Rejects Received			
<b>FILE MAINTENANCE TO MINACS For (if accepted)</b>			
Notice from MINACS action completed			
Case Close Date			
<b>NOTES:</b>			



**CA - LL CASE - CHECK LIST**

Customer Name: [REDACTED]	CuDL 1473950751	Case Opening date: 3/17/11
ESP - TYPE - NONE	Warranty Start Date: 06/18/2009	NEW    LEASED <u>USED XXXX</u> After 10/22/10 Approximately 19,000 Miles
Dealer S/M & Phone# - [REDACTED]		
Dealer P & A Code - 05438		
Vehicle/ VIN - 3FAHP0HA0AR[REDACTED] 2010 FUSION 24,200 Miles		
FCSD Region - Los Angeles	RES - Susan Aluia	
# of Repair Visits for Same Concern -	# of Days Out of Service - TBD	
One (1)		

NOTES: **Consumer Wants Repurchase**





**Service of Process  
Transmittal**

03/19/2012

CT Log Number 520165102



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

**RE: Process Served in Illinois**

**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] PItf. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Summonses, Notice(s), Jury Demand, Complaint, Affidavit, Exhibit(s)

**COURT/AGENCY:** Cook County Circuit Court - Municipal Department - First District, IL  
Case # 20121113641

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - Electrical systems, etc. - Breach of Warranty - 2009 Ford Escape - VIN #1FMCU49309[REDACTED] Failure to correct and/or repair defects

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Chicago, IL

**DATE AND HOUR OF SERVICE:** By Process Server on 03/19/2012 at 11:00

**JURISDICTION SERVED :** Illinois

**APPEARANCE OR ANSWER DUE:** 04/13/12 between the hours of 8:30 a.m. - 2:30 p.m.

**ATTORNEY(S) / SENDER(S):** Krohn & Moss, Ltd  
10 North Dearborn Street  
3rd Floor  
Chicago, IL 60602  
312-578-9428

**ACTION ITEMS:** [REDACTED]

**SIGNED:** C T Corporation System  
**PER:** Thad DiBartelo  
**ADDRESS:** 208 South LaSalle Street  
Suite 814  
Chicago, IL 60604  
**TELEPHONE:** 312-345-4336

Page 1 of 1 / FR

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

IN THE CIRCUIT COURT OF  
FIRST



ILLINOIS

Name All Parties

[Redacted Name]

Plaintiff(s)

FORD MOTOR COMPANY

Defendant(s)

c/o CT CORPORATION SYSTEM, 208 S LASALLE ST, SUITE 814, CHICAGO IL 60604

Address of Defendant(s)

Case No. 20123113841

Amount Claimed: \$ 15,000.00

Appearance Filing/Return Date: 4-13-12

Status Date:

Trial Date:

Time: Room:

Please serve as follows:  Certified Mail  Sheriff Service  Alias (Plaintiff check one)

SUMMONS

SIX JURORS  
JURY

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in

- District 1: Richard J. Daley Center; 50 West Washington, Room 602; Chicago, IL 60602
- District 2: 5600 Old Orchard Rd., Rm 136; Skokie, IL 60077
- District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008
- District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153
- District 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455
- District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428

on APRIL 13, 2012, between the hours of 8:30 a.m. and 2:30 p.m.;

on \_\_\_\_\_, \_\_\_\_\_, before 9:00 a.m.

2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on the reverse side.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 3 days before the day for appearance.

Atty. No.: 33599 THERE WILL BE A FEE TO FILE YOUR APPEARANCE.

Name: KROHN & MOSS, LTD.

Atty. for: PLAINTIFF

Address: 10 N DEARBORN ST, 3RD FLOOR

City/State/Zip: CHICAGO IL 60602

Telephone: (312) 578-9428

WITNESS, \_\_\_\_\_

DOROTHY BROWN MAR 13 2012

DOROTHY BROWN, Circuit Court Clerk

Date of Service: \_\_\_\_\_

(To be inserted by officer on copy left with Defendant or other person)

SEE REVERSE SIDE

\*\* Service by Facsimile Transmission will be accepted at: \_\_\_\_\_

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS





IN THE CIRCUIT COURT OF COOK COUNTY  
FIRST

ILLINOIS

Name All Parties

[Redacted Name]

Plaintiff(s)

FORD MOTOR COMPANY

Defendant(s)

c/o CT CORPORATION SYSTEM, 208 S LASALLE ST, SUITE 814, CHICAGO IL 60604

Address of Defendant(s)

Case No. [Redacted]

Amount Claimed: \$ 15,000.00

Appearance Filing/Return Date: 4-13-12

Status Date:

Trial Date:

Time: Room:

CALENDAR ROOM 1501

Breach of Contract

Please serve as follows:  Certified Mail  Sheriff Service  Alias (Plaintiff check one)

SUMMONS

SIX JURORS  
JURY

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in:

- District 1: Richard J. Daley Center; 50 West Washington, Room 602; Chicago, IL 60602
- District 2: 5600 Old Orchard Rd., Rm 136; Skokie, IL 60077
- District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008
- District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153
- District 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455
- District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428

on April 13, 2012, between the hours of 8:30 a.m. and 2:30 p.m.;

on \_\_\_\_\_, \_\_\_\_\_, before 9:00 a.m.

2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on the reverse side.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

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Atty. for: PLAINTIFF

Address: 10 N DEARBORN ST, 3RD FLOOR

City/State/Zip: CHICAGO IL 60602

Telephone: (312) 578-9428

WITNESS, \_\_\_\_\_

DOROTHY BROWN MAR 13 2012

DOROTHY BROWN, Circuit Court Clerk

Date of Service: \_\_\_\_\_  
(To be inserted by officer on copy left with Defendant or other person)

SEE REVERSE SIDE

\*\* Service by Facsimile Transmission will be accepted at:

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS





IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

No.

[REDACTED]

**COMPLAINT**

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

**PARTIES**

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

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including JOYCE FORD ("Seller"). Manufacturer does business in all counties of the State of Illinois including Cook County and maintains offices in the County of Cook, State of Illinois.

FILED-63  
12 MAR 13 AM 11:17  
CLERK OF CIRCUIT COURT  
JUDICIAL BRANCH  
CIVIL DIVISION

SIX JURORS  
JURY

## BACKGROUND

3. On or about January 10, 2010, Plaintiff purchased from Seller a 2009 Ford Escape ("Escape"), manufactured by Manufacturer, Vehicle Identification No. 1FMCU49309K [REDACTED] for valuable consideration (See Plaintiff's Purchase Contract, attached hereto as Exhibit "A").

4. The purchase price of the Escape, including registration charges, document fees, sales tax but excluding other collateral charges, such as bank and finance charges, totaled \$38,079.69.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Escape was not fit for its ordinary purpose of providing trouble free and reliable transportation.

6. In consideration for the purchase of the Escape, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet (See copy of warranty booklet, attached hereto as Exhibit "B").

7. On or about January 10, 2010, Plaintiff took possession of the Escape and shortly thereafter experienced the defects listed below.

8. The defects described below violate the Manufacturer's warranty issued to Plaintiff as well as the implied warranty of merchantability.

9. Plaintiff delivered the Escape to Manufacturer, through its authorized dealership, network on numerous occasions.

10. Plaintiff avers that the Escape has been subject to repair on many occasions for the same defects and that the defects remain uncorrected.



11. Plaintiff brought the Escape to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective electrical system as evidenced by inoperative tire pressure sensor module and inoperative blue tooth system;
- b. Defective body and trim as evidenced by peeling front emblem and leaking washer fluid;
- c. Defective engine as evidenced by the intermittent illumination of the check engine light, engine running at high RPM and low gas mileage; and
- d. Any additional complaints made by Plaintiff, whether or contained on any authorized dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Escape.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiff's Escape, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty thus causing Manufacturer's limited remedy to repair the Escape to fail of its essential purpose.

14. Plaintiff justifiably lost confidence in the Escape's safety and reliability.

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

16. As a result of the defects, Plaintiff provided written notice to Manufacturer.

17. The Escape remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

18. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable Escape.

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

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

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

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

22. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Escape was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

24. Plaintiff's purchase of the Escape was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Escape to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Escape in the event that the Escape failed to meet the specifications set forth in Manufacturer's warranty.

25. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the Escape to Plaintiff.

26. Said purchase of Plaintiff's Escape was induced by, and Plaintiff relied upon, Manufacturer's written warranty.



27. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

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

29. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

30. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

31. The Escape purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiff.

32. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

33. 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.

34. Pursuant to 15 U.S.C. §2308, Plaintiff's Escape was impliedly warranted to be fit for the ordinary purpose for which the Escape was intended.

35. 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 Escape contained in the contracts and labels.

36. The above described defects in the Escape render the Escape unmerchantable, and thereby not fit for the ordinary purpose for which the Escape was intended and as represented by Manufacturer.

37. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Escape.

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


WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.




Respectfully Submitted,  
**DR. BRIAN MCBRIDE**

By:

  
Attorney for Plaintiff

KROHN & MOSS, LTD.  
Attorneys for Plaintiff

  
Attorney No. 33599





**EXHIBIT A**



**JOYCE FORD**  
2401 SOUTH MICHIGAN AVE.



SOLD TO: [REDACTED] DATE: [REDACTED] SALESMAN: MAUREN A  
 ADDRESS: [REDACTED] RES. PHONE: [REDACTED]  
 CITY: CHICAGO IL [REDACTED] BUS. PHONE: [REDACTED]

<input type="checkbox"/> NEW DEMO	YEAR	MAKE	MODEL	KEY NO	SERIAL NO	STOCK NO
<input type="checkbox"/> USED DEMO	2009	FORD TRUCK	ESCAPE	IGN	1FMCU49309[REDACTED]	29159
[REDACTED]				DECK	PRICE OF VEHICLE	34089.00
[REDACTED]				COLOR	DEALER INSTALLED OPTIONS OR SERVICES	389.00
[REDACTED]				WHI SUE	SELLING PRICE	34478.00
[REDACTED]				PLATES	LESS: GROSS TRADE ALLOWANCE	N/A
[REDACTED]					CASH DIFFERENCE	34478.00
[REDACTED]					DOCUMENTARY SERVICE FEE	154.39
[REDACTED]					TAXABLE TOTAL	34632.39
[REDACTED]					STATE AND LOCAL TAX	2945.89
[REDACTED]					FEDERAL LUXURY TAX	N/A
[REDACTED]					COUNTY TAX	259.93
[REDACTED]					FLAT COUNTY TAX	22.50
[REDACTED]					OPTIONAL ERT FEE	25.00
[REDACTED]					STATE LICENSE AND TITLE <input type="checkbox"/> NEW TRANSFER <input type="checkbox"/>	194.00
[REDACTED]					SUB-TOTAL	38079.69
[REDACTED]					PARTIAL PAYMENT / DOWNPAYMENT	N/A
[REDACTED]					CASH DUE OR AMOUNT FINANCED ON DELIVERY	38079.69
[REDACTED]					*APPROXIMATE AMOUNT OWED BY PURCHASER ON TRADE-IN	N/A
[REDACTED]					FACTORY REBATE	1000.00
[REDACTED]					BALANCE DUE DEALER	37079.69
[REDACTED]				*Purchaser certifies that the information about my trade-in is correct including odometer information and the year of the vehicle and that the trade-in is not now and never has had a "rebuild" or "salvage" title. Purchaser further certifies that he/she will pay the difference in cash within three days of demand if the payoff information is incorrect, and all outstanding liens are satisfied.		

**DISCLAIMER OF IMPLIED WARRANTY:** Unless prohibited by law such as when a service contract or warranty is provided by Joyce Ford, this vehicle is sold "AS IS" and Joyce Ford hereby expressly disclaims all warranties, either express or implied, including any IMPLIED WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

**CONSEQUENTIAL AND INCIDENTAL DAMAGES:** - Purchaser shall not be entitled to receive from Joyce Ford any consequential and incidental damages, including but not limited to damages to property, damages for loss of use, loss of profits or income or any other consequential or incidental damages whether liability is based on breach of warranty, contract or tort, strict liability or any other statutory or common law theory of liability.

**LIMITED DURATION OF IMPLIED WARRANTIES:** - Where the Disclaimer of Implied Warranties is prohibited by law, the maximum duration of implied warranties is limited to the duration of the service contract or written warranties provided by Joyce Ford.

INFO VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM (E.G. BUYER'S GUIDE) FOR THIS VEHICLE IS PART OF THE CONTRACT.

(customer initials)

MILEAGE: 135 PURCHASE VEH. TRADE

TRADE-IN DESCRIPTION

YEAR	MAKE	MODEL
BODY STYLE	COLOR	LICENSE NO
MILEAGE	TRADE IN	BUY
VIN		
TRADE IN		



**EXHIBIT B**

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/28/2012 CLOSED	[REDACTED] DRP-VEHICLE REPURCHASE REQUEST	1FMCU49309K [REDACTED]	2009 ESCAPE	06
1/20/2012 CLOSED	[REDACTED] MERGE CASES DUE TO CUSTOMER MERGE	1FMCU49309K [REDACTED]	2009 ESCAPE	01
1/13/2012 CLOSED	[REDACTED] PROD/COMP DUR/PERF - MULTIPLE REPAIR	1FMCU49309K [REDACTED]	2009 ESCAPE	04
12/27/2011 CLOSED	[REDACTED] MISC INQUIRY - CSR OBC	1FMCU49309K [REDACTED]	2009 ESCAPE	02
12/27/2011 CLOSED	[REDACTED] MARKETING-PUBLIC PRIVATE-ESP ACCESSORY	1FMCU49309K [REDACTED]	2009 ESCAPE	01

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3/26/2012



All Action Details for Issue

[Print](#)

VIN: 1FMCU49309K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-01-10  
 Symptom Desc: TIRES/WHEELS TIRE WEAR Primary Phone: [REDACTED]  
 Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [REDACTED]  
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY  
 Dealer: 04053 JOYCE FORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
 Odometer: 1 MI Comm Type: MAIL  
 Analyst Name: HERRERA, JUAN Analyst: J-HERRE3  
 Action Date: 01/20/2012 Action Time: 11.05.17.277 Action Data: No

Comments NEW CASE: FR [REDACTED] REPRESENTED BY TIMOTHY MALONW OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: TIRE, ELECTRICAL, BODY AND TRIM, LEAKS, ENGINE/ELECTRICAL.

Action: OPEN - CABBB CASE ELIGIBLE  
 Dealer: 04053 JOYCE FORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
 Odometer: 1 MI Comm Type: MAIL  
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
 Action Date: 01/20/2012 Action Time: 16.05.13.033 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP  
 Dealer: 04053 JOYCE FORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
 Odometer: 1 MI Comm Type: OTHER  
 Analyst Name: PETERSON (LPETER58), LINDA Analyst: LPETER58  
 Action Date: 01/24/2012 Action Time: 08.42.03.143 Action Data: No

Comments --- OPENED NEW CASE

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 04053 JOYCE FORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
 Odometer: 1 MI Comm Type: MAIL  
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
 Action Date: 01/26/2012 Action Time: 21.05.08.793 Action Data: No

Comments HEARING SCHEDULED ON 02/06/12 AT 9:00 A.M.

Action: COMPANY REPORT SUBMITTED  
 Dealer: 04053 JOYCE FORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
 Odometer: 1 MI Comm Type: OTHER  
 Analyst Name: PETERSON (LPETER58), LINDA Analyst: LPETER58  
 Action Date: 01/30/2012 Action Time: 15.36.43.275 Action Data: Yes



3/26/2012

Comments ----- SUBMITTED MRF TO BBB SITE AS BBB VA OFFLINE UNTIL 02-08-12

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	YES
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

**Action:** COMPANY REPORT SUBMITTED  
**Dealer:** 04053 JOYCE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 1 MI **Comm Type:** OTHER  
**Analyst Name:** PETERSON (LPETER58),LINDA **Analyst:** LPETER58  
**Action Date:** 02/02/2012 **Action Time:** 14 11.25.748 **Action Data:** Yes

Comments ----- SUBMITTED MRF TO HEARING SITE AND E-MAILED TO BBB MGR ...

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	YES
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

**Action:** MANUFACTURER SETTLEMENT OFFER SENT TO BBB  
**Dealer:** 04053 JOYCE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 1 MI **Comm Type:** OTHER  
**Analyst Name:** PETERSON (LPETER58),LINDA **Analyst:** LPETER58  
**Action Date:** 02/13/2012 **Action Time:** 09.35.55.740 **Action Data:** No

Comments ----- AS AN OVERSIGHT NEEDED TO DOC THAT ON 02-01-12 FORD DID NOT PRESENT A SETTLEMENT OFFER TO THE CUST OR THEIR ATTY ...

**Action:** ARBITRATION-AWA DRS SPENDING  
**Dealer:** 04053 JOYCE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 1 MI **Comm Type:** OTHER  
**Analyst Name:** PETERSON (LPETER58),LINDA **Analyst:** LPETER58  
**Action Date:** 02/13/2012 **Action Time:** 09.37.18.761 **Action Data:** Yes

Comments ----- ARB RENDERED A DENIAL DECISION FOR THE CUST REQUEST FOR A REPURCHASE OF REPLACEMENT VEHICLE

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	SHIMON KAHAN
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	



3/26/2012



RAV (Y=YES, N=NO)  
RAV TYPE  
FURTHER REPAIR (Y=YES, N=NO)

Action: ARBITRATION DECISION-DENIAL  
Dealer: 04053 JOYCE FORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 1 MI Comm Type: MAIL  
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
Action Date: 02/13/2012 Action Time: 11.05.14.042 Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ASSUMED REJECTION OF DECISION  
Dealer: 04053 JOYCE FORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 1 MI Comm Type: MAIL  
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
Action Date: 02/28/2012 Action Time: 11.05.11.682 Action Data: Yes

Comments DATE OF REJECTION ON 02/28/12 ARBITRATED RESULTING IN A DENIAL

Data Element Name	Data Value
DATE OF REJECTION	02/28/12 Y

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3/26/2012

All Action Details for Issue

[Print](#)

VIN: 1FMCU49309K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-01-10  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: MERGE CASES DUE TO CUSTOMER MERGE Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CASES MERGED - SEE COMMENTS FOR DATA  
Dealer: Origin Desc: SYSTEMS TEAM  
Odometer: Comm Type: OTHER  
Analyst Name: Analyst: SYSTEM  
Action Date: 01/20/2012 Action Time: 23 30.16.083 Action Data: No

Comments MERGED CASE NO = 1399170202

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3/26/2012



All Action Details for Issue

[Print](#)

VIN: 1FMCU49309K [REDACTED] Year: 2009  
 Name: [REDACTED] Owner Status: Original  
 Symptom Desc: RUNS ROUGH ACCELERATION ALL ENGINE TEMP  
 Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 01/04/2012

Model: ESCAPE Case: [REDACTED]  
 WSD: 2010-01-10  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: FIELD - OPEN REGION ISSUE

Dealer: 04053 JOYCE FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 28500 MI  
 Comm Type: INBOUND CUSTOMER EMAIL

Analyst Name: OSTEN,SANDRA  
 Analyst: SOSTEN

Action Date: 01/03/2012 Action Time: 15.18.15.489 Action Data: No

Comments CSM SANDY EXT 77777==INBOUND EMAIL FORWARDED TO CSM BY THE OGC DEPARTMENT FOR FINAL REPAIR ATTEMPT==INITIAL REVIEW==ESCAPE HYBRID==LTV: 44==BOUGHT VEH NEW FROM THIS DLR==WSD: 01-10-2010==3 OTHER VEHICLES ON FILE (1 ORIGINAL OWNER 2 SUBSEQUENT OWNED)==THL HAS NOT BEEN CONTACTED==NO FSA==NO ESP==LAST WARRANTY VISIT ON 11/29/11 AT 27736 MILES: INSTALLED LATEST SYNC SOFTWARE==ON 11/16/11 AT 22357 MILES TSB# 11-10-3: REPLACED EVAP EMISSION ON CANISTER PURGE VALVE==ON 7/8/11 AT 20738 MILES REPLD WINDSHIELD WASHER PUMP==ON 4/14/11 AT 17915 MILES REPLD FORD EMBLEM==ON 4/9/10 AT 3692 MILES REPLACED TIRE PRESSURE SENSOR==NO OTHER WARRANTY HISTORY==SENT EMAIL TO DLR PRINCIPAL MAUREEN JOYCE ==CUSTOMER CONCERNS " SPECIFICALLY, THE ENGINE REVOLUTIONS PER MINUTE (RPM) OSCILLATE RAPIDLY BETWEEN 1500 AND 2000 WHEN OPERATING HIGHWAY SPEEDS OF 50-65 MILES PER HOUR. THIS CREATES A ROCKING MOTION TO THE VEHICLE. AT HIGHWAY SPEEDS OF 65-80 MILES PER HOUR, THE VEHICLE WITHOUT WARNING INCREASES ITS RPM FROM 2000 TO 3000 EVEN THOUGH THERE IS NO CHANGE IN GRADE. AS AN ADDITIONALLY ANNOYANCE, THE SYNC SYSTEM KEEPS CUTTING OUT THE MUSIC FOR NO REASON. POWERING DOWN THE SYSTEM AND THIRD PARTY DEVICE (IPHONE) DOES NOT ALWAYS RESOLVE THE PROBLEM"==LEFT MESSAGE FOR DEALER PRINCIPAL TO RECONTACT CSM AND LEFT VM ON 1/3/12 AT 3:14 PM

Action: CREATE FOLLOW UP

Dealer: 04053 JOYCE FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 28500 MI  
 Comm Type: OUTBOUND EMAIL-OTHER

Analyst Name: OSTEN,SANDRA  
 Analyst: SOSTEN

Action Date: 01/04/2012 Action Time: 16.18.15.392 Action Data: Yes

Comments CSM SANDY EXT 77777==OBC TO DLR PRINCIPAL MAUREEN JOYCE==LEFT MESSAGE WITH CONTACT INFORMATION==SENDING EMAIL TO CUSTOMER TO LET HIM KNOW THAT WE HAVE ACKNOWLEDGED THE LETTER AND WORKING ON GETTING THE VEHICLE INTO THE DEALERSHIP==RESET F/U FOR 1/9/12 BEFORE 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-09-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 04053 JOYCE FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM



3/26/2012





Odometer: 28500 MI OTHER  
 Analyst Name: Analyst: SOSTEN  
 OSTEN,SANDRA  
 Action Date: 01/13/2012 Action Time: 12.18.13.914 Action Data: Yes

Comments CSM SANDY EXT 77777==TOOK OUT ON ROAD TEST WITH IDS TESTER WITH CITY DRIVING == AND TESTED FINE==36 MPG==NOT ABLE TO VERIFY THE SYNC CONCERN == CUSTOMER HAS AN IPHONE == VEHICLE IS BACK WITH CUSTOMER == CUSTOMER DID NOT ADVISE OF ANY OTHER ISSUES WITH VEHICLE==CUST SENT FINAL REPAIR ATTEMPT LETTER TO OGC DATED JANUARY 13TH 2012==VEHICLE WAS AT THE DEALER ON APPROXIMATELY THE 4TH OF JANUARY TO ADDRESS THE CUSTOMER'S ISSUES==ONLY ISSUES CUSTOMER ADVISED DLR OF WAS THE MILES PER GALLON CONCERN AND SYNC CONCERN==CUSTOMER IS OUTSIDE OF BUYBACK GUIDELINES AT THE WARRANTY START DATE IS 1/10/10 AND ACCORDING TO GUIDELINES CUSTOMER HAS 18 MOS FOLLOWING ORIGINAL DELIVERY == SENT EMAIL BACK TO CUSTOMER AND REVIEWED CASE WITH MGR BC==AGREED TO OFFER CUSTOMER ESP PREMIUMCARE FOR CUSTOMER'S FRUSTRATION==ADVISED IN EMAIL == ALSO ADVISED CUSTOMER OF THE SYNCMYRIDE WEBSITE AND THE IVT PHONE NUMBER FOR TECHNICAL HELP WITH SYNC CONCERNS==RESET F/U FOR 1/18/12 BEFORE 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-18-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CREATE FOLLOW UP  
 Dealer: 04053 JOYCE FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 28500 MI Comm Type: OUTBOUND EMAIL- OTHER  
 Analyst Name: Analyst: SOSTEN  
 OSTEN,SANDRA  
 Action Date: 01/13/2012 Action Time: 12.18.14.280 Action Data: Yes

Comments CSM SANDY EXT 77777==TOOK OUT ON ROAD TEST WITH IDS TESTER WITH CITY DRIVING == AND TESTED FINE==36 MPG==NOT ABLE TO VERIFY THE SYNC CONCERN == CUSTOMER HAS AN IPHONE == VEHICLE IS BACK WITH CUSTOMER == CUSTOMER DID NOT ADVISE OF ANY OTHER ISSUES WITH VEHICLE==CUST SENT FINAL REPAIR ATTEMPT LETTER TO OGC DATED JANUARY 13TH 2012==VEHICLE WAS AT THE DEALER ON APPROXIMATELY THE 4TH OF JANUARY TO ADDRESS THE CUSTOMER'S ISSUES==ONLY ISSUES CUSTOMER ADVISED DLR OF WAS THE MILES PER GALLON CONCERN AND SYNC CONCERN==CUSTOMER IS OUTSIDE OF BUYBACK GUIDELINES AT THE WARRANTY START DATE IS 1/10/10 AND ACCORDING TO GUIDELINES CUSTOMER HAS 18 MOS FOLLOWING ORIGINAL DELIVERY == SENT EMAIL BACK TO CUSTOMER AND REVIEWED CASE WITH MGR BC==AGREED TO OFFER CUSTOMER ESP PREMIUMCARE FOR CUSTOMER'S FRUSTRATION==ADVISED IN EMAIL == ALSO ADVISED CUSTOMER OF THE SYNCMYRIDE WEBSITE AND THE IVT PHONE NUMBER FOR TECHNICAL HELP WITH SYNC CONCERNS==RESET F/U FOR 1/18/12 BEFORE 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-18-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CUSTOMER RETAINED LAWYER  
 Dealer: 04053 JOYCE FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 28500 MI Comm Type: INBOUND EMAIL- OTHER  
 Analyst Name: Analyst: SOSTEN  
 OSTEN,SANDRA  
 Action Date: 01/13/2012 Action Time: 13.05.48.357 Action Data: No

Comments CSM SANDY EXT 77777==INBOUND EMAIL RECEIVED FROM CUSTOMER ON 1/13/12 AT 1:00PM WITH



3/26/2012

THE FOLLOWING RESPONSE: IN REGARDS TO YOUR MESSAGE BELOW, I AM REPRESENTED BY COUNSEL MR. MALONEY CAN BE CONTACTED AT THE NUMBER BELOW,== TIM MALONEY\*==ATTORNEY AT LAW==KROHN & MOSS, LTD==10 N. DEARBORN ST ==3RD FLOOR==CHICAGO, IL 60602312-578-9428 X266==FAX: (866) 289-0898=== CLOSING CASE AS CUSTOMER HAS RETAINED LAWYER==NO FURTHER CONTACT FROM CSM == CUSTOMER DECLINED ESP OFFER == CLOSING CASE

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[REDACTED] 1/26/2012



All Action Details for Issue

[Print](#)

VIN: 1FMCU49309K [REDACTED]      Year: 2009      Model: ESCAPE      Case: [REDACTED]  
 Name: [REDACTED]      Owner Status: Original      WSD: 2010-01-10  
 Symptom Desc:      Primary Phone: [REDACTED]  
 Reason Desc: MISC INQUIRY - CSR OBC      Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION      Issue Status: CLOSED

Action: OUTBOUND CALL TO DEALER  
 Dealer: 04053 JOYCE FORD, INC.      Origin Desc: MANUAL - PHONE CSR  
 Odometer: 1 MI      Comm Type: PHONE  
 Analyst Name: SMITH, LEROY      Analyst: LSMIT593  
 Action Date: 12/27/2011      Action Time: 15:50:06.763      Action Data: No

Comments CUSTOMER SAID: IBC FRM DLR - [REDACTED] OWNER IS ALREDY TAKING CARE OF ISSUE AND IS PREPARING THE COPIES\*\*DEALER SAID: JOYCE FORD, INC. 2401 SOUTH MICHIGAN AVENUECHICAGO IL 60616 [REDACTED] RC ADVISED: \*\*CUST WILL BE TAKEN CARE OF FOR HIS REPAIR HISTORY BY THE DLRHSIP\*\*

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3/26/2012

All Action Details for Issue

[Print](#)

VIN: 1FMGU49309K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-01-10  
 Symptom Desc: Primary Phone: [REDACTED]  
 Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phone: [REDACTED]  
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PUBLIC-PRIVATE OFFER  
 Dealer: Origin Desc: MANUAL - PHONE CSR  
 Odometer: 24720 MI Comm Type: PHONE  
 Analyst Name: SMITH, LEROY Analyst: LSMIT593  
 Action Date: 12/27/2011 Action Time: 15:39:21.099 Action Data: Yes

Comments CUSTOMER SAID: \*\*2009 FORD ESCAPE HYBRID\*\*\*\*GAS MILEAGE AND ENGINE RUNNING ROUGH\*\*\*\*NEEDS REPAIR RECEIPTS\*\*\*\*JOYCE FORD HAS NOT PROVIDED\*\*\*\*REPAIR WAS MADE DEC 15\*\*\*\*HAD VEH FRM 14TH THROUGH 15TH\*\*\*\*WANTS A COPY OF DECEMBER REPAIR\*\*DEALER SAID: JOYCE FORD, INC. 2401 SOUTH MICHIGAN AVENUECHICAGO IL 60616(312) 842-4200CRC ADVISED. \*\*WILL CHECK WITH DLRSHIP ON PROVIDING THOSE PHYSICAL REPAIR RECORDS\*\*\*\*WILL F/U WITH SOME INFORMATION IN 2 BUSINESS DAYS OR LESS\*\*

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

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3/26/2012





**\*\*\*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 [FORDCALP@FORD.COM](mailto:FORDCALP@FORD.COM)\*\*\***

**\*\*\*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:** Thursday, October 14, 2011 3:55 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

10/5/2011



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

**DEALER INFORMATION:**

**Dealership Fleet Name:** Don Davis Ford Lincoln

**Requesting Dealer Fleet:** Don Davis Ford Lincoln

**PA Code:** 02417

**Contact Person:** Greg Ford

**Title:** Service Manager

**Phone Number:** [REDACTED]

**Fax Number:** [REDACTED]

**Email:** [REDACTED]

**Region:** Dallas

**Address:** [REDACTED]

**City:** Arlington

**State:** Texas

**Zip Code:** [REDACTED]

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 6-26-09

**Vehicle Year:** 2010

**Vehicle Model:** Fusion

**Vehicle VIN:** 3FAHP0HAXAR [REDACTED]

**Mileage:** 44710

**customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** Arlington

**State :** Texas

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** Dallas

**DETAILS OF INCIDENT:**

**Accident**

**Date of Incident:** 2011-10-01

**County incident occurred:** Tarrant

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

**Details:** Customer stated vehicle experienced sudden acceleration. Vehicle hit a store front, breaking glass of store front.

**Was a police report filed?** YES

**Details :** Kennedale TX police

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

**Insurance company advised:** For customer to contact vehicle manufacturer

**Insurance company contact information:** Progressive Insurance.

**Coach builder:** no

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** Don Davis Body Shop 2111 W Division St Arlington, TX 76012

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** To have vehicle repaired and to know that vehicle is safe to drive.

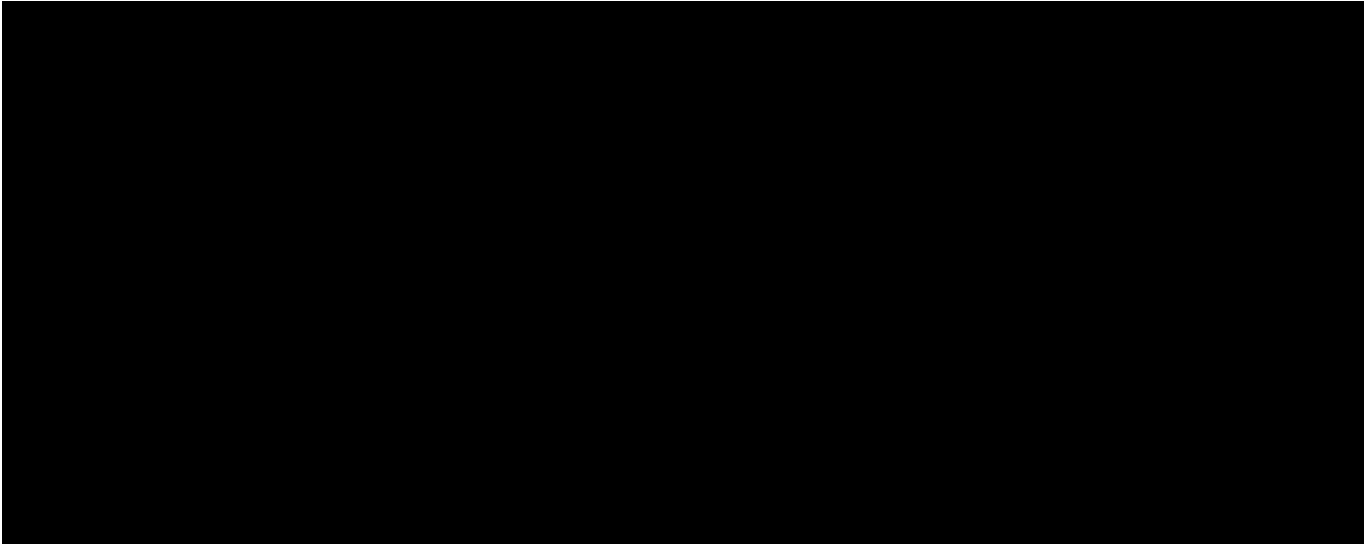
10/5/2011

Repair cost for store to repair broken glass  
**Comments:**

Copyright 2011 Ford Motor Company

10/5/2011





ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL



**KIMMEL & SILVERMAN**  
P.C.

ROQUELINE C. HERRITT  
ROBERT A. HARKIN  
MELISSA K. FIALA  
ANGELA K. TROCCHI  
FRED DAVIS  
AMY L. BERNICOFF  
CHRISTINA GILL ROSEMAN  
RICHARD A. SCHOLER  
KATE G. SHUMAKER

Member, PA Bar  
Member, NJ Bar  
Member, DC Bar  
Member, NY Bar  
Member, MA Bar  
Member, MD Bar  
Member, OH Bar  
Member, MI Bar  
Member, WI Bar  
Member, CT Bar

1-800-LEMON LAW  
[www.lemonlaw.com](http://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) 210-7140

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) 617-2511

PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

October 19, 2009

Ford Motor Company  
Office of the Secretary  
One American Road, 10th Floor  
Dearborn, MI 48126

9 OCT 23 P 1:42  
OFFICE OF THE SECRETARY  
PETER SHERRY JR  
EML

Re: [REDACTED] v. **Ford Motor Company**  
**Erie County Docket No.: 1465-09**

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Ford Motor Company in the Court of Common Pleas, Erie County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

[REDACTED]

ROBERT M. SILVERMAN  
KIMMEL & SILVERMAN, P.C.

RAR/jh  
Enclosures



COMMON PLEAS COURT  
OCT 19 10 44 AM '09  
CLERK OF COURTS  
PITTSBURGH, PA

**IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA**



CIVIL DIVISION

**Plaintiffs,**

**vs.**

NO



**FORD MOTOR COMPANY,**

**Defendant.**

**COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiffs:  
Susan J. McQueeney and  
Randall McQueeney

**COUNSEL OF RECORD FOR THIS PARTY:**

Robert A. Rapkin, Esquire  
Identification No. 61628

**KIMMEL & SILVERMAN, P.C.**  
210 Grant Street, Suite 202  
Pittsburgh PA 15219  
(412) 566-1001

OFFICE OF THE SECRETARY  
PETER J. SHERY, JR.

*EM*

9 OCT 23 11:42

**WRIT WAIVED**

**IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**Plaintiffs,**

**vs.**

**NO.:**

**FORD MOTOR COMPANY,**

**Defendant.**

**COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiffs:  
Susan J. McQueeney and  
Randall McQueeney

**COUNSEL OF RECORD FOR THIS PARTY:**


Robert A. Rapkin, Esquire  
Identification No. 61628

**KIMMEL & SILVERMAN, P.C.**

**WRIT WAIVED**



IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

  
Plaintiffs,

vs.

No.:



FORD MOTOR COMPANY,

Defendant.

NOTICE TO DEFEND

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Erie County Lawyer Referral Service  
302 West Ninth Street  
Erie, PA 16502-1427  
Telephone: (814) 459-4411

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

[REDACTED]  
Plaintiffs,

vs.

No.: [REDACTED]

FORD MOTOR COMPANY,

Defendant.

COMPLAINT

1. Plaintiffs, [REDACTED] are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, [REDACTED] Girard, PA [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at Office of the Secretary, One American Road, 10th Floor, Dearborn, MI 48126.

BACKGROUND

3. On or about June 16, 2009, Plaintiffs purchased a new 2009 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU93G79K [REDACTED]



4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$38,118.52. 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.

During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Vehicle Hesitates has No Power, Vehicle Pulls When Braking, Steering Wheel Off Center and Water

Leak. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

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

12. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

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

14. Bob Ferrando 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 June 16, 2009, Plaintiffs 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 Plaintiffs by Defendant.

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:



- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiffs have 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. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

23. Plaintiffs aver 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. Plaintiffs aver 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. Plaintiffs aver 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. Plaintiffs have 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, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' 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, attorneys' fees, and court costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

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

30. 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).

31. Plaintiffs are "Consumers" 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. Plaintiffs have 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, 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.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of

merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. 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.

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

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

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

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

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

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

46. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).



48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiffs aver 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**, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.


By:

  
Robert A. Rapkin, Esquire  
Attorney for Plaintiffs  
210 Grant Street, Suite 202  
Pittsburgh PA 15219  
(412) 566-1001



## V E R I F I C A T I O N

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

# EXHIBIT A



PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT, Dated 06/16/2009

Account # \_\_\_\_\_

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  7.95 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  \$ 8459.04	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  \$ 27159.48	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments.  \$ 35618.52	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ <u>2500.00</u>  \$ 38118.52
--	--	--	--	--

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
84	\$ 424.03	Monthly, beginning 07/31/09
	\$ N/A	

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

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

Filing Fees: \$ 5.00

**Late Charge:** If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment, refunds and penalties. e means estimate

In this Contract, we are the **SELLER**, **BOB FERRANDO FORD**, 8868 RIDGE RD, GIRARD, PA 16417.  
 You are the **BUYER(S)**, \_\_\_\_\_ RD GIRARD PA \_\_\_\_\_, \_\_\_\_\_ RD GIRARD PA \_\_\_\_\_.

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

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**TRADE-IN:** You have traded in the following vehicle: \_\_\_\_\_ N/A

Year and Make	Description

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

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

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

By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? \_\_\_\_\_ Years

By signing, you select Single Credit Disability Insurance, which costs \$ N/A What is your age? \_\_\_\_\_ Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Disability Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages? \_\_\_\_\_

By signing, you both select Joint Credit Disability Insurance, which costs \$ N/A What are your ages? \_\_\_\_\_ Percentage to be insured \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Disability Ins.

If checked, the cost of the insurance set forth above is estimated. You will be notified of any adjustment in the cost of the insurance at the time your insurance policy is sent to you.

Insurer:

**VEHICLE:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

NEW 2009 FORD ESCAPE MP No. Cyl. \_\_\_\_\_ Truck Ton Capacity \_\_\_\_\_ Serial Number IFMCU93G79K

Equipped with \_\_\_\_\_ A.T. \_\_\_\_\_ P.S. \_\_\_\_\_ AM-FM Stereo \_\_\_\_\_ 5 Spd. \_\_\_\_\_ Other \_\_\_\_\_

**Itemization of Amount Financed**

Cash Price	\$ 27882.98
Cash Downpayment	\$ 2500.00
Trade-In Value of Trade-In	\$ N/A
Lien Payoff to:	\$ N/A
Unpaid Cash Price Balance	\$ 25382.98
To Credit Insurance Company	\$ N/A *
To Public Officials for: License, Tags and Registration	\$ 90.50
Lien Fee	\$ 5.00
To BOB FERRANDO FORD	\$ 120.00 *
Doc. Fee	\$ _____
To SERVICE CONTRAC	\$ 1526.00 *
To EXTENDED WARRANT	\$ _____
To BOB FERRANDO FORD	\$ 30.00 *
Notary Fee	\$ _____
To STATE OF PA	\$ 5.00 *
TIRE TAX	\$ _____
Optional Debt Cancellation (GAP)	\$ N/A
Amount Financed	\$ 27159.48

Paid to Others on Your Behalf

\* We may retain a portion of amounts marked.



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

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	\$  N/A	I want guaranteed auto protection  Signature of Buyer

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

**ASSIGNEE:** We intend to assign this Contract and Security Agreement to the Assignee named in this provision. If the Assignee assigns this Contract to a subsequent assignee, the term "Assignee" also refers to such subsequent assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee's name and address is:

**M&T BANK**  
**Installment Loan Operations**  
**One Fountain Plaza, P.O. Box 4005**  
**Buffalo, New York 14240**

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. **Co-Signer will not be an Owner of the Vehicle.**

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus Finance Charge. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle, as permitted by applicable law. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL DISCLOSURES AND TERMS AND CONDITIONS:**  
**Disclosures:** Before signing this Contract, be sure that you receive and read the Disclosure to Buyer.

**Terms and Conditions:** Before signing this Contract, be sure you receive and read the following, which are additional pages to and part of this Contract:

- This Contract continues on the reverse side.
- Debt Cancellation (Guaranteed Auto Protection) separate disclosure and agreement, if purchased as part of this Contract and disclosed above.

**THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.**

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

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

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

SELLER: ROBERT FERDINAND CORIO  
 BY: [Redacted] 06/16/09  
 Date

BUYER: [Redacted] (SEAL) 06/16/09  
 Date  
 BUYER: [Redacted] (SEAL) 06/16/09  
 Date

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

Co-Signer's Signature (SEAL) [Redacted] Address [Redacted] Date 06/16/09  
 Co-Signer's Signature (SEAL) GIRARD PA [Redacted] Address [Redacted] Date

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

Co-Owner's Signature (SEAL) \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

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

BUYER [Redacted] BUYER [Redacted] CO-SIGNER [Redacted] CO-SIGNER OR CO-OWNER [Redacted]

**No Cooling Off Period**



# **EXHIBIT B**

OMER #: 142170

61306



Quality Transportation Services with Class

8888 Ridge Road P.O. Box 152

Girard, PA 15417-0152

Phone: (814) 774-5678 Fax: (814) 774-5057

www.BobFerrandoFLM.com

GARD, PA

WORKORDER

PAGE 1

SERVICE ADVISOR: 612 MCCASLIN, RYAN

MAKE:	MODEL:	YEAR:	VIN:	LICENSE:	MAKE IN/OUT:	TAG:
FORD	ESCAPE	09	1FMCU93G79R		1008/	T841
DEL DATE:	PROD DATE:	WARR END:	PROMISED:	DO NO:	RATE:	PAYMENT:
16 JUN 09 IS			18.00 15 JUL 09		80.00	CASH
16 JUN 09 DD						

LINE	OP CODE	TECH	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A			W	NO POWER WHEN COLD HESITATES THEN ACCELERATES <i>Road test, 2500 rpm, manual park no codes. Check like with some concern noticed control engineering waiting on update</i>
# B			W	FRAC LOANER 2 DAYS <i>Recalibration</i>

COMPANY NAME: CNA  
 COMPANY PHONE:  
 POLICY NUMBER: XCA2-16185906  
 POLICY TERM:  
 EFFECTIVE DATE: 16 JUN 2009  
 DEDUCTIBLE:  
 MILEAGE LIMIT:  
 BEGIN MILES:  
 END MILES: 70000  
 COMPONENTS: AUTO PREFERRED NEW



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 they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

PRELIMINARY ESTIMATE

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

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 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 herein hereby acknowledged on above vehicle to secure the amount of repairs thereon. The dealership is not responsible for damages from freezing due to lack of antifreeze.

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL



CUSTOMER COPY





# #1 CHAMPION



**EDINBORO INC.**  
 11941 Rt. 99 • Edinboro, PA 16412  
 Telephone: (814) 734-1616

CUSTOMER NO. <b>6862</b>	ADVISOR <b>JULIANNE MCLAUGHLI</b>	193	TAG NO. <b>559</b>	INVOICE DATE <b>08/07/09</b>	INVOICE NO. <b>FTCS106945</b>
[REDACTED] <b>GIRARD, PA</b>	LABOR RATE	LICENSE NO.	MILEAGE <b>1,296</b>	COLOR <b>GRAY/</b>	STOCK NO.
	YEAR / MAKE / MODEL <b>09/FORD TRUCK/ESCAPE/XLT</b>			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. <b>1 F M C U 9 3 G 7 9 K</b>			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	R.O. DATE <b>08/05/09</b>
BUSINESS PHONE	COMMENTS				

LABOR  
**J# 1 22FTZ**      **LIGHT DRIVEABILITY**      **TECH(S):455**

WHEN FIRST STARTING VEHICLE - BACK OUT OF DRIVEWAY AND GO TO ACCELERATE AFTER SHIFTING INTO DRIVE - VEHICLE HESITATES HAS NO POWER WHEN GOING TO TAKE OFF. ONCE DRIVING VEHICLE RUNS FINE.  
 ROAD TESTED - TRIED TO ATTEMPT CONCERN, COULD NOT DUPLICATE CONCERN AT THIS TIME. SCAN TESTED SYSTEM - NO CODES IN MEMORY. NO PROBLEMS FOUND AT THIS TIME. WILL HAVE TO RECHECK IF PROBLEM GETS WORSE AND WE ARE ABLE TO DUPLICATE

TOTAL - LABOR      0.00

---

TOTALS

CASH.....	CHECK.....	CHECK #.....	TOTAL LABOR....	0.00
MASTERCARD.....	VISA.....	DISCOVER.....	TOTAL PARTS....	0.00
CHARGE ACCT.....	P.O.#.....		TOTAL SUBLET...	0.00
CASHIER'S INITIALS.....	DATE.....		TOTAL G.O.G....	0.00
CUSTOMER SIGNATURE			TOTAL MISC CHG.	0.00
			TOTAL MISC DISC	0.00
			TOTAL TAX.....	0.00
			<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**WARRANTY**

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

*Thank You!*

Reprints and Reproduction - EMISSIONS

CUSTOMER # [REDACTED]

63055



Quality Transportation Serviced with Class!  
9868 Ridge Road \* P.O. Box 152  
Girard, PA 16417-0152  
Phone: (814) 774-5678 Fax: (814) 774-5057  
www.BobFerrandoFLM.com

WORKORDER

PAGE 1

GIRARD, PA [REDACTED]

HOME: [REDACTED] CONT: N/A  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 612 MCCASLIN, RYAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
STERLING G	09	FORD ESCAPE	1FMCU93G79K [REDACTED]		2275/	T144	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16JUN09 IS			18:00 01SEP09		80.00	CASH	
R.O. OPENED		READY:		OPTIONS: STK:9F342 ENG:3.0_Liter_DURATEC TRN:446			
01SEP2009 07:46							

LINE	OP	CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A			W		CHECK DR. SIDE FLOOR GETS DAMP <i>Sublet to Water Soc. Clean Sunroof Drain &amp; Re Mounted Replace padding - Re cranked</i>
# B			W		CHECK STEERING WHEEL OFF CENTER <i>performed alignment &amp; wheel to specs</i>
# C			W		CHECK WHEN BRAKING AT TIMES VEH. PULLS RIGHT <i>Road test - can't verify brake pull N.P.F.</i>
					CHECK HEST. OR MISS ON ACCELERATION ON INCLINE <i>Road test Sun test no hest N.P.F.</i>

GETGO  
Girard 3050  
9165 West Ridge Road  
Girard, PA 16417  
(814) 774-2447

Date : 09/01/2009  
Time : 06:12:34 pm  
Tran#: 46  
Type : MC

Product : REGULAR UNLEA  
Pump# : 2  
Price : 2.659

Gallons : 1.885  
Amount : 5.01  
Total : 5.01

FRAC LOANER
CNA
2A2-16185906
84
16 JUN 2009
0.00
59601
399
70000
PREFERRE NEW

**IF WARRANTIES**  
ereby are made by the manufacturer. The undersigned is no warranties of any kind, express or implied, and merchantability or fitness for a particular purpose, with d that in no event shall dealer be liable for incidental or out of such purchase. The undersigned purchaser further le, but are not limited to any warranties that such parts at they will enable any vehicle or any of its systems to T.  
**ON FOR REPAIRS**

o be done along with the necessary material and agree hield or articles left in vehicle in case of fire, theft or any e caused by unavailability of parts or delays in parts ant you and/or your employees permission to operate the ewhere for the purpose of testing and/or inspection. An above vehicle to secure the amount of repairs thereto. reezing due to lack of antifreeze.

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:  
X

CUSTOMER SIGNATURE

CUSTOMER COPY

Thank You  
Have a Nice Day



ER # [REDACTED]

63213



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Girard, PA 16417-0152

Phone: (814) 774-5676 Fax: (814) 774-5057

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# WAITING WORKORDER

PAGE 1

GIRARD, PA

HOME: [REDACTED] CONT: N/A  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 612 MCCASLIN, RYAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	09	FORD ESCAPE	1FMCU93G79K [REDACTED]		2463/	T468	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16JUN09 IS			18:00 08SEP09		80.00	CASH	
16JUN09 DD							

R.O. OPENED [REDACTED] READY [REDACTED] OPTIONS: STK:9F342 ENG:3.0 Liter DURATEC TRN:446

08SEP2009 08:09

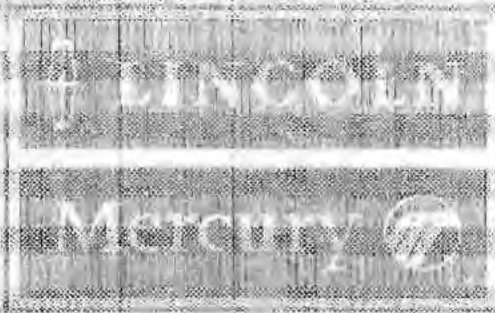
LINE OF CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	W		COLD START HEST. DURING WARM UP PERIOD PERFORM TSB 09-18-3 PER FACTORY REP

*Recalibrate PCM*

# B W CHECK DR, SIDE A -PILLAR MOULDING POPS LOOSE

*Replaced moulding w. A-111*

COMPANY NAME CNA  
 COMPANY PHONE  
 POLICY NUMBER XCA2-16185906  
 POLICY TERM 84  
 EFFECTIVE DATE 16 JUN 2009  
 DEDUCTIBLE 0.00  
 MILEAGE LIMIT 69501  
 BEGIN MILES 399  
 END MILES 70000  
 COMPONENTS AUTO PREFERRE NEW



### EXCLUSION OF WARRANTIES

PRELIMINARY ESTIMATE \$

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 they 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 unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE



CUSTOMER #

64088



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Girard, PA 16417-0152

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GIRARD, PA

WORKORDER

PAGE 1

HOME: CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 612 MCCASLIN, RYAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STERLING G	09	FORD ESCAPE	1FMCU93G79K		3064/	T957	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16JUN09 IS							
16JUN09 DD			18:00 01OCT09		80.00	CASH	
R.O. OPENED	READY	OPTIONS: STK:9F342 ENG:3.0_Liter_DURATEC TRN:446					
01OCT2009 15:09							

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	LOF		CIM	LUBE, OIL AND FILTER COMPLETED & FREE MULTIPOINT INSPECTION 01

COMPANY NAME CNA  
 COMPANY PHONE  
 POLICY NUMBER XCA2-16185906  
 POLICY TERM 84  
 EFFECTIVE DATE 16 JUN 2009  
 DEDUCTIBLE 0.00  
 MILEAGE LIMIT 69601  
 BEGIN MILES 399  
 END MILES 70000  
 COMPONENTS AUTO PREFERRE NEW



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 they 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 unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE

CUSTOMER COPY



### ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/29/2009 CLOSED	[REDACTED] DEALER GENERATED INFORMATION ISSUE	1FMCU93G79K [REDACTED] [REDACTED]	2009 ESCAPE	02
9/9/2009 CLOSED	[REDACTED] CLP - IN - FIN ASSIST - UNABLE TO DUPLICATE	1FMCU93G79K [REDACTED] [REDACTED]	2009 ESCAPE	04

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU93G79K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2009-06-16  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"  
Dealer: 02191 BOB FERRANDO FLM SALES INC Origin Desc: DEALER  
Odometer: 2463 MI Comm Type: VISIT  
Analyst Name: JOHN BARNEY Analyst: J-BARN14  
Action Date: 09/29/2009 Action Time: 10.50.08.148 Action Data: No

Comments CUST LEFT CAR OVERNIGHT--TEST DROVE COLD IN A.M. WITH CUST AND G.M.--DURING WARM UP PERIOD HESITATES OR SURGE FELT BEFORE 1ST SHIFT--TACH MOVED--HAVE FELT IN LIKE VECHICLES--CUST NOT HAPPY WANTS FIXED OR BOUGHT BACK--DEALER WILL DO NO FURTHER DIAG UNTILL FACTORY ENG. IS INVOLVED

Ford Confidential



## All Action Details for Issue

[Print](#)

VIN: 1FMCU93G79K [REDACTED]  
 Name: [REDACTED]  
 Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS FORWARD  
 Reason Desc: CLP - IN - FIN ASSIST - UNABLE TO DUPLICATE  
 Issue Type: 04 REGION  
 Initial Customer Contact: 08/13/2009

Year: 2009  
 Owner Status: Original  
 Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
 WSD: 2009-06-16  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: TIER ONE OPEN ISSUE

Dealer: 02191 BOB FERRANDO FLM SALES INC

Origin Desc: TIER ONE - MELBOURNE

Odometer: 1448 MI

Comm Type: PHONE

Analyst Name: WEBER, EMILY

Analyst: EWEBER19

Action Date: 08/12/2009

Action Time: 10.10.20.882

Action Data: No

Comments -CUST SAYS:-3 WEEKS AFTER PURCHASED VEH, PULLING OUT OF DRIVEWAY, STEP ON GAS, NO POWER-DRIVEWAY HAS A LITTLE GRADE/HILL-IT IS NOT VERY STEEP -WHEN IN REVERSE, DOES NOT DO AS MUCH-ONLY HAPPENS IN DRIVE -WHEN GET ON ROAD, IT JERKS AND THEN KICK IN -WHEN GET ON HIGHWAY, VEH RUNS FINE-TOOK TO SELLING DLRSH 7/15/09-HAD FOR 2 DAYS-THEY WERE UNABLE TO DUPLICATE THE ISSUE-THEY ARE WORKING ON A PROBLEM BUT DO NOT KNOW WHAT IT IS YET-THEY HAVE BEEN COMMUNICATING WITH FORD ENGINEERS -A REP IS COMING TO THE DLRSH THIS WEEK-CUST THEN TOOK VEH TO CHAMPION FORD 8/7/09-UNABLE TO DUPLICATE-TOOK VEH BACK TO SELLING DLRSH-CUST STATED IF THIS IS NOT REPAIRED, DO NOT WANT VEH -VEH IS CURRENTLY WITH CUST-SEEKING FOR REPAIR -BOB FERRANDO FORD LINCOLN MERCURYRD #2 ROUTE 20 E GIRARD, PA 16417TEL:(814) 774-5678-"I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"-CCR ADVISED CUST-phraseology-CUST REQUESTED TO BE CALLED ON HER CELL [REDACTED] \*\*\*\*\*MARKETING WAS NOT OFFERED-CUST JUST PURCHASED VEH\*\*\*\*\*

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02191 BOB FERRANDO FLM SALES INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1448 MI

Comm Type: PHONE

Analyst Name: COLON, SAMUEL

Analyst: SCOLON1

Action Date: 08/13/2009

Action Time: 12.25.06.384

Action Data: No

Comments =CCS SAMMY X7400 =INITIAL REVIEW =LTV: 28 =NO ESP =AWS SHOWS NO REPAIRS FOR THIS ISSUE HOWEVER ON TWO OCCASIONS DEALER WAS UNABLE TO DUPLICATE CONCERN AND NO REPAIRS WERE MADE=GCQIS SHOWS NO REPORTS=OASIS SHOWS NO OPEN RELATED RECALLS/PROGRAMS =FOUND TSB WHICH MAY BE RELATED TO CURRENT CONCERN =\*\*TSB: 09-14-07 2009 ESCAPE/MARINER (EXCLUDES HYBRID) DOWNSHIFT HESITATION DURING LOW SPEED MANEUVERS, 2-3 UPSHIFT FLARE DURING MORNING COLD STARTS - NO DTCSSOME 2009 ESCAPE AND MARINER (EXCLUDES HYBRID) VEHICLES BUILT ON OR BEFORE 6/9/2009 AND EQUIPPED WITH AN AUTOMATIC TRANSMISSION, MAY EXHIBIT A DOWNSHIFT HESITATION DURING THROTTLE TIP-IN/TIP-OUT) 3-4-2 DOWNSHIFT MANEUVER AT VEHICLE SPEEDS BETWEEN 20-40 MPH (32-64 KM/H). ALSO MAY HAVE 2-3 UPSHIFT FLARE DURING MORNING COLD STARTS. THERE IS A NEW CALIBRATION THAT WILL IMPROVE THE TRANSMISSION DOWNSHIFT MANEUVER UNDER THESE CONDITIONS AND ALSO IMPROVE 2-3 UPSHIFT FLARE WHEN VEHICLE IS COLD STARTED IN THE MORNING. REPROGRAM THE PCM TO THE LATEST CALIBRATION USING IDS RELEASE 61.12 AND HIGHER OR 62.01 AND HIGHER. THIS NEW CALIBRATION IS NOT INCLUDED IN THE VCM 2009.7 DVD. CALIBRATION FILES MAY ALSO BE OBTAINED AT WWW.MOTORCRAFT.COM.SEE TSB FOR COMPLETE DETAILSEFFECTIVE DATE: 07/15/2009 \*\*

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02191 BOB FERRANDO FLM SALES INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1448 MI

Comm Type: PHONE

Analyst Name: COLON, SAMUEL

Analyst: SCOLON1



Action Date: 08/13/2009

Action Time: 12.25.37.722 Action Data: No

Comments =CCS SAMMY X7400 =OBC TO DEALER SPOKE WITH RICH WHO ADVISED THAT S/M IS OUT TO LUNCH =ADVISED THAT VEHICLE WAS AT DEALER AND CONCERN COULD NOT BE DUPLICATED =ADVISED RICH OF TSB 09-14-07 =RICH ADVISED HE IS NOT SURE IF THIS WAS CHECKED OR IF THIS IS RELATED TO CUSTS CONCERNS =RICH ADVISED HE WILL LET S/M KNOW

Action: CORRECTION OF INFORMATION IN PREVIOUS ACTION

Dealer: 02191 BOB FERRANDO FLM SALES INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1448 MI

Comm Type: PHONE

Analyst Name: COLON,SAMUEL

Analyst: SCOLON1

Action Date: 08/13/2009

Action Time: 12.29.24.560 Action Data: No

Comments =CCS SAMMY X7400 \*\*CORRECTION TO PREVIOUS DOCUMENTATION\*\*I SPOKE WITH RYAN IN SERVICE, NOT RICH

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

Dealer: 02191 BOB FERRANDO FLM SALES INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1448 MI

Comm Type: PHONE

Analyst Name: COLON,SAMUEL

Analyst: SCOLON1

Action Date: 08/13/2009

Action Time: 12.36.49.828 Action Data: Yes

Comments =CCS SAMMY X7400 =OBC TO CUST [REDACTED] =REP VERIFIED CUSTS INFO AND CONCERNS =CUST SAYS VEHICLE HAS A LOSS OF POWER AND A JERKS =THIS ONLY HAPPENS IN THE MORING AFTER FIRST STARTING =DOES NOT HAPPEN WHEN DRIVING ON THE HIGHWAY OR THROUGHTOUT THE REST OF THE DAY =CUST SAYS DRIVER SIDE CARPET UNDER FLOOR MAT NEAR RUBBER PART IS DAMP =THIS HAPPENS ALL THE TIME EVEN WHEN IT IS NOT RAINING =SHE HAS NOT HAD DEALER INPSECT THIS ISSUE, HOWEVER SHE SPOKE WITH DEALER YESTERDAY AND ADVISED THEM OF THIS CARPET ISSUE =DEALER ADVISED THAT THEY WILL LOOK INTO ISSUE AND IF NEEDED THEY CAN HAVE A WATER LEAK SPECIALISTS COME TO DEALER AND INSPECT CONCERN=ADVISED CUST THAT I WILL LOOK INTO ISSUE =ADVISED CUST OF MY CONTACT INFO AND F/U 8-17-09 BY 5:30 PM EST

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-17-2009

TIME OF FOLLOW UP (HH:MM):

18:00

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

Dealer: 02191 BOB FERRANDO FLM SALES INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1448 MI

Comm Type: PHONE

Analyst Name: COLON,SAMUEL

Analyst: SCOLON1

Action Date: 08/17/2009

Action Time: 17.44.16.404 Action Data: Yes

Comments =CCS SAMMY X7400 =OBC TO DEALER SERVICE IS CLOSED =OBC TO CUST [REDACTED] =CUST SAYS SHE HAS NOT TAKEN VEHICLE BACK TO DEALER =ADVISED CUST THAT I HAVE NOT SPOKEN TO S/M AT DEALER YET =ADVISED CUST THAT I WILL SPEAK WITH DEALER TOMORROW AND THEN CALL HER BACK =ADVISED CUST THAT VEHICLE WILL NEED TO BE TAKEN TO A DEALER FOR FURTHER DIAGNOSIS =ADVISED OF F/U 8-18-09 BY 5:30 PM EST

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-18-2009

TIME OF FOLLOW UP (HH:MM):

18:00

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



Dealer: 02191 BOB FERRANDO FLM SALES INC                      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 1448 MI                      Comm Type: PHONE  
Analyst Name: COLON,SAMUEL                      Analyst: SCOLON1  
Action Date: 08/18/2009                      Action Time: 16.39.23.326                      Action Data: Yes

Comments =CCS SAMMY X7400]=OBC TO DEALER SPOKE WITH JOHN S/M WHO ADVISED DEALER HAS VERIFIED CUSTS CONCERN =TSB 09-14-07 HAS BEEN DONE =JOHN ADVISED THAT SOME OTHER LIKE VEHICLES HE HAS DRIVEN HAVE THE SAME ISSUE =THIS MAY BE A NORMAL OPERATING CHARACTERISTIC, HOWEVER HE IS NOT SURE =HE SPOKE WITH FSE ABOUT ISSUE AND FSE SAID HE WOULD LOOK INTO IT =JOHN ADVISED THAT AT THIS POINT HE FEELS VEHICLE SHOULD BE INSPECTED BY FSE =HE WOULD LIKE FSE TO SCHEDULE A DAY TO COME TO DEALER AND AT THAT POINT THE CUST CAN BRING VEHICLE TO DEALER -IF NEEDED DEALER CAN PROVIDE A LOANER VEHICLE TO CUST AT THAT TIME =ADVISED JOHN THAT I WILL SUBMIT A TAR REGARDING THIS ISSUE=OBC TO CUST [REDACTED] =REP LEFT MESSAGE ADVISING OF CONTACT INFO AND F/U 8-20-09 BY 5:30 PM EST

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	08-20-2009
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 02191 BOB FERRANDO FLM SALES INC                      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 1448 MI                      Comm Type: PHONE  
Analyst Name: COLON,SAMUEL                      Analyst: SCOLON1  
Action Date: 08/20/2009                      Action Time: 16.26.10.802                      Action Data: Yes

Comments =CCS SAMMY X7400 TAR HAS BEEN OPENEDE GCQIS REPORT# 9HTAI002 =OBC TO CUST [REDACTED] =REP ADVISED CUST THAT RIGHT NOW CASE IS BEING REVIEWED BY ENGINEER =ADVISED CUST THAT I AM WAITING FOR FURTHER INSTRUCTIONS ON HOW TO PROCEED=ADVISED CUST THAT I WILL F/U 8-25-09 BY 5:30PM EST

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	08-25-2009
TIME OF FOLLOW UP (HH:MM):	18:00

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER  
Dealer: 02191 BOB FERRANDO FLM SALES INC                      Origin Desc: DEALER  
Odometer: 1448 MI                      Comm Type: PHONE  
Analyst Name: JOHN BARNEY                      Analyst: J-BARN14  
Action Date: 08/21/2009                      Action Time: 08.36.46.447                      Action Data: No

Comments BRENT BECKER FORD FIELD ENG IS AWAREOF ISSUE--DEALERSHIP WAITING ON FORD ASSISTANCE

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 02191 BOB FERRANDO FLM SALES INC                      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 1448 MI                      Comm Type: PHONE  
Analyst Name: COLON,SAMUEL                      Analyst: SCOLON1  
Action Date: 08/25/2009                      Action Time: 17.20.10.081                      Action Data: No

Comments = [REDACTED] =GCQIS REPORT # 9HTAI002 =AS PER REPORT FSE WENT TO DEALER ON 8-21-09 =HE DID NOT INSPECT CUSTS VEHICLE, AS IT WAS NOT AT THE DEALER =FSE TEST DROVE LIKE VEHICLE =CUSTS CONCERN IS COMPARABLE TO A LIKE VEHICLE =OBC TO DEALER SPOKE WITH JOHN WHO ADVISED THAT FSE CAME TO DEALER AND TEST DROVE LIKE VEHICLES =CUSTS CONCERNS IS COMPARABLE =FSE ADVISED THAT THEY MAY BE COMING OUT WITH A RECALIBRATION FOR THIS ISSUE, HOWEVER HE IS NOT SURE AT THIS TIME =JOHN S/M ADVISED THAT HE DOES NOT KNOW WHAT THE FSE IS DOING REGARDING THIS

ISSUE AT THIS TIME =ADVISED JOHN THAT I WILL CONTACT Z/M PAT REGARDING CASE =I WILL ASK PAT TO SPEAK WITH FSE FOR CLARIFICATION REGARDING ISSUE =REP SPOKE WITH Z/M PAT REGARDING CASE =PAT ADVISED HE WILL SPEAK WITH FSE FOR CLARIFICATION REGARDING ISSUE

---

**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 02191 BOB FERRANDO FLM SALES INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 1448 MI **Comm Type:** PHONE  
**Analyst Name:** COLON,SAMUEL **Analyst:** SCOLON1  
**Action Date:** 08/25/2009 **Action Time:** 17.20.35.379 **Action Data:** Yes

**Comments** =CCS SAMMY X7400 =OBC TO CUST [REDACTED] =REP ADVISED CUST OF DETAILS DISCUSSED WITH DEALER AND OF THE DETAILS OF GCQIS REPORT =ADVISED CUST THAT I AM WAITING FOR CLARIFICATION FROM FSE REGARDING TRANS/HESITATION ISSUE =CUST SAYS SHE NOTICED THAT VEHICLE HAD HESITATION WHEN DRIVING UP AN INCLINE =THIS HAPPENED AT CRUISE SPEED=CUST ADVISED SHE IS ALSO IS HAVING ANOTHER ISSUE WITH VEHICLE =THE STEERING WHEEL SEEMS TO BE OFF CENTER =VEHICLE PULLS TO RIGHT WHEN PRESSING BRAKES AND WHEN SHE LETS GO OF STEERING WHEEL =CUST WANTS TO KNOW IF FORD WILL REPLACE THE VEHICLE =ADVISED CUST THAT AT THIS TIME FORD WILL NOT BE ABLE TO REPLACE THE VEHICLE =ADVISED CUST THAT VEHICLE NEEDS TO BE TAKEN TO DEALER SO ADDITIONAL CONCERNS CAN BE ADDRESSED =OFFERED TO MAKE APPOINTMENT FOR CUST =SHE ADVISED SHE WILL MAKE APPOINTMENT ON HER OWN =ADVISED CUST TO CALL ME BACK WITH APPOINTMENT INFO AND I WILL F/U 8-28-09 BY 5:30 PM EST

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	08-28-2009
TIME OF FOLLOW UP (HH:MM):	18:00

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**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 02191 BOB FERRANDO FLM SALES INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 1448 MI **Comm Type:** PHONE  
**Analyst Name:** COLON,SAMUEL **Analyst:** SCOLON1  
**Action Date:** 08/28/2009 **Action Time:** 16.27.53.067 **Action Data:** Yes

**Comments** =CCS SAMMY X7400 =OBC TO DEALER JOHN S/M IS NOT AVAILABLE =SPOKE WITH ARLEN S/A WHO ADVISED THAT CUST HAS APPOINTMENT 9-1-09 TO HAVE STEERING/PULLING ISSUE AND OTHER ISSUES ADDRESSED =DEALER IS PROVIDING CUST WITH A LOANER VEHICLE =OBC TO CUST [REDACTED] =CUST CONFIRMED SHE HAS APPOINTMENT FOR 9-1-09 =ADVISED CUST THAT I WILL F/U 9-2-09 BY 5:30 PM EST

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-02-2009
TIME OF FOLLOW UP (HH:MM):	18:00

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**Action:** AWAITING ASSISTANCE - FIELD SERVICE ENGINEER  
**Dealer:** 02191 BOB FERRANDO FLM SALES INC **Origin Desc:** DEALER  
**Odometer:** 1448 MI **Comm Type:** VISIT  
**Analyst Name:** JOHN BARNEY **Analyst:** J-BARN14  
**Action Date:** 09/01/2009 **Action Time:** 09.43.35.042 **Action Data:** No

**Comments** WAITING ON UPDATE FROM FORD

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**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 02191 BOB FERRANDO FLM SALES INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 1448 MI **Comm Type:** PHONE  
**Analyst Name:** COLON,SAMUEL **Analyst:** SCOLON1  
**Action Date:** 09/02/2009 **Action Time:** 16.08.01.045 **Action Data:** Yes



**Comments** =CCS SAMMY X7400 =OBC TO DEALER SPOKE WITH JOHN S/M WHO ADVISED THAT CUST CAME IN 9-1-09 =ALIGNMENT WAS DONE WHICH CORRECTED THE STEERING ISSUE =ALIGNMENT WAS COVERED UNDER WARRANTY =DEALER DID NOT DO ANY FURTHER INSPECTION REGARDING HESITATION ISSUE =JOHN ADVISED THAT THE TSB 09-18-03 WAS JUST RELEASED =THIS MAY CORRECT CUSTS ISSUE =JOHN ADVISED HE IS GOING TO LOOK FURTHER INTO THIS TSB =IF IT IS RELATED HE WILL CONTACT CUST AND SCHEDULE AN APPOINTMENT NEXT WEEK FOR CUST =IF NEEDED DEALER WILL PICK UP CUSTS VEHICLE FROM HER HOME =ADVISED JOHN THAT I WILL CALL CUST AND LET HER KNOW =OBC TO CUST [REDACTED] =CUST ADVISED THAT STEERING ISSUE HAS BEEN CORRECTED AND DEALER ALSO FOUND THAT THE WET AREA ON THE CARPET WAS DUE TO DRAINS BEING CLOGGED WHICH THEY FIXED =I ADVISED CUST OF DETAILS IN OBC TO DEALER =ADVISED CUST THAT JOHN S/M IS LOOKING FURTHER INTO THIS TSB AND HE WILL CALL HER WITH MORE INFO =ADVISED CUST THAT I WILL F/U 9-9-09 BY 5:30 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-09-2009
TIME OF FOLLOW UP (HH.MM):	18.00

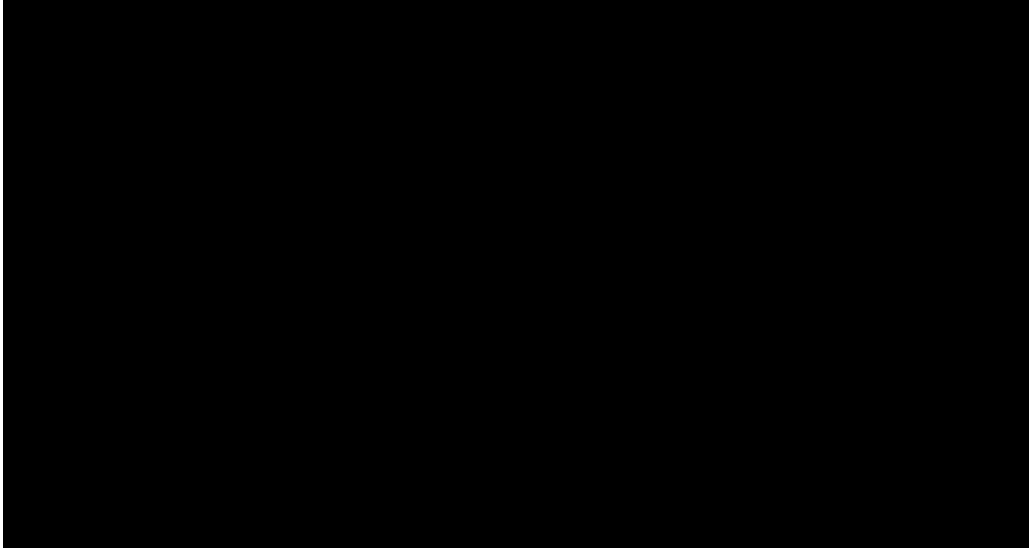
**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02191 BOB FERRANDO FLM SALES INC **Origin Desc:** DEALER  
**Odometer:** 2463 MI **Comm Type:** SURVEY  
**Analyst Name:** JOHN BARNEY **Analyst:** J-BARN14  
**Action Date:** 09/08/2009 **Action Time:** 10.08.06.029 **Action Data:** No

**Comments** CUST WAS IN ON 9-8-2009 TO PERFORM SSM 09-18-3--AS PER BRETT BECKER FSE-- RO 63213

**Action:** CONCERN RESOLVED  
**Dealer:** 02191 BOB FERRANDO FLM SALES INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 2463 MI **Comm Type:** PHONE  
**Analyst Name:** COLON,SAMUEL **Analyst:** SCOLON1  
**Action Date:** 09/09/2009 **Action Time:** 12.05.55.028 **Action Data:** Yes

**Comments** =CCS SAMMY X7400 =RECEIVED V/M FROM JOHN S/M ADVISING THAT DEALER DID RECALIBRATION AS PER TSB TO VEHICLE =VEHICLE WAS RETURNED TO CUST AND CUST WAS ADVISED TO CALL DEALER IF CONCERN CAME BACK =SO FAR CUST HAS NOT CALLED =OBC TO CUST [REDACTED] =REP LEFT MESSAGE ADVISING I WAS CALLING TO VERIFY REPAIR =ADVISED OF MY CONTACT INFO =CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	45
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	Y
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N





**From:** d [REDACTED]  
**Sent:** Thursday, May 13, 2010 4:23 PM  
**To:** [REDACTED]  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** Racette Ford  
**Requesting Dealer/Fleet:** Racette Ford  
**Contact Person:** Shon Kingrey  
**Title:** Fixed Operations Director  
**Address:** [REDACTED]  
**Telephone:** [REDACTED]  
**Email Address:** [REDACTED]  
**PA Code:** [REDACTED]  
**Region:** Chicago  
**City:** Oshkosh  
**Dealer State:** WI  
**Fax Number:** [REDACTED]  
**WSD:** S  
**Vehicle Year:** 2010  
**Vehicle Model:** Fusion  
**Vehicle VIN:** 3FAHP0HA2AR [REDACTED]  
**Mileage:** 13454  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** Berlin  
**State:** Wisconsin  
**Zip Code:** [REDACTED]

5/14/2010

**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** 99 - All Regions  
**Incident Involves:** Accident  
**Date of Incident:** 05/11/2010  
**County in which incident occurred:** Winnebago  
**Is Alleging Defect:** Yes

**Alleging defect detail:** The customer states that the vehicle lunged forward into the lawnmower and then when placed in reverse it drove through the garage door. There is no evidence of damage on either bumper, however the drivers front door has substantial damage to the outer part of the door. It is very evident that the drivers side door was wide open while backing up the vehicle.

**Police Report Filed:** Yes  
**Police Report detail:** n/a  
**Insurance Company Contacted:** Y  
**Insurance Company Advice:** do not have

**Coach Builder:** n/a  
**Coach Builder City:** n/a  
**Coach Builder State:** AK - Alaska  
**Vehicle Location:** At the customers residence

**Attorney Information:** unknown, but was mentioned by the customer

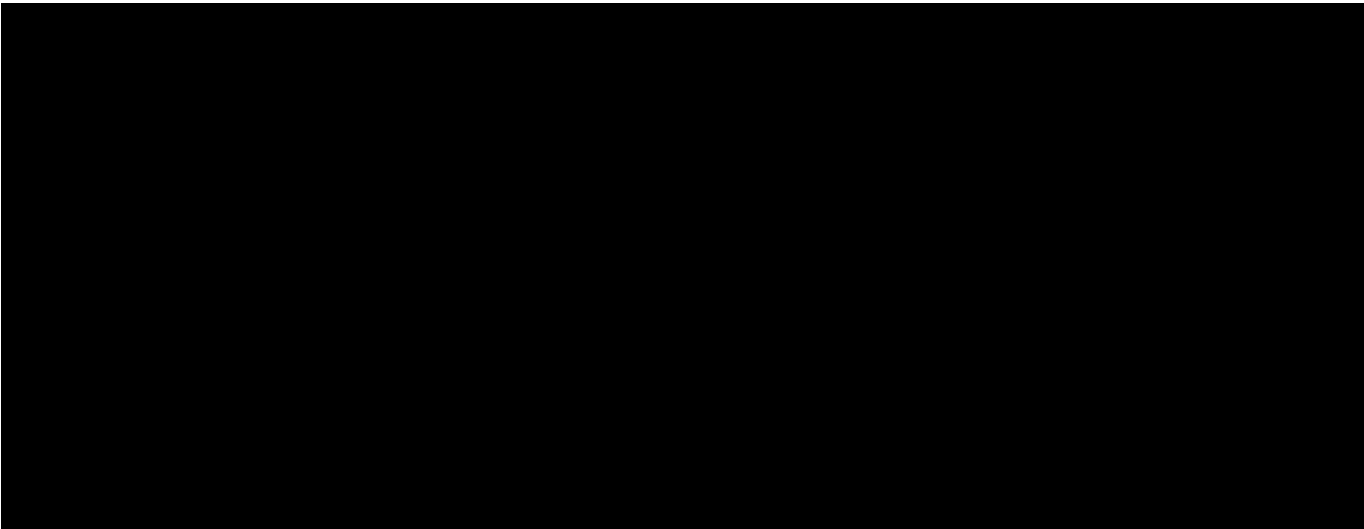
**Resolution Sought Detail:** The customer wants the repairs completed by Ford.

**Comments:** I personally drove the vehicle when it came back in, and attempted to verify all complaints. Unable to duplicate all concerns. The customer also stated that the night before the cruise was set at 60 and it accelerated by itself to 75. Also unable to duplicate that concern. The customer brought the vehicle back in on 13 May 2010, when we test drove, no other repairs completed. The customer phoned back in on 13 May 2010 to ask what repairs we did, because the problem was repaired. Again, we completed no repairs.

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5/14/2010





**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Monday, August 23, 2010 10:42 AM  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** TOM WOOD FORD  
**Requesting Dealer/Fleet:** TOM WOOD FORD  
**Contact Person:** TOM KASHMAN  
**Title:** SERVICE MANAGER  
**Address:** [REDACTED]  
**Telephone:** [REDACTED]  
**Email Address:** [REDACTED]  
**PA Code:** [REDACTED]  
**Region:** g3-cinn  
**City:** indianapolis  
**Dealer State:** IN  
**Fax Number:** [REDACTED]  
**WSD:** 08/14/2010  
**Vehicle Year:** 2010  
**Vehicle Model:** fusion  
**Vehicle VIN:** 3fahp0ha3ar [REDACTED]  
**Mileage:** 443  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** indianapolis  
**State:** Indiana  
**Zip Code:** [REDACTED]

8/23/2010



**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** G3 - Cincinnati  
**Incident Involves:** Accident  
**Date of Incident:** 08/20/2010  
**County in which incident occurred:** marion  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** vehicle kept accelerating and wouldnt stop  
**Police Report Filed:** No  
**Insurance Company Contacted:** Y  
**Insurance Company Advice:** to take to tom wood body shop and they would provide him with a rental car until ford was contacted  
**Insurance Company Contact Information:** st.farm insurance [REDACTED]  
**Coach Bullder State:** AK - Alaska  
**Vehicle Location:** tom wood collision at tom wood ford  
**Resolution Sought Detail:** wants car repaired and to know vehicle is safe to drive  
**Comments:** customer said he was making a right hand turn and vehicle kept accelerating and he went down into ditch,almost hit trees and finally got vehicle to stop.

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8/23/2010

