

# State Farm Insurance Companies



October 7, 2010

Ford Motor Company  
Attn: Carmen Simonds  
PO Box 70  
Dearborn, Mi 48121-0070

MD Field Auto Claims  
PO Box 953  
Frederick, MD 21705-0953  
Silver Spring - 800-343-0221  
Owings Mills - 800-847-3933  
Fax: 888-613-3969

RE: Claim Number: [REDACTED]  
Date of Loss: September 10, 2010  
Our Insured: [REDACTED]  
Vehicle: 2010 Ford Fusion  
3FAHP0HA5AF[REDACTED]

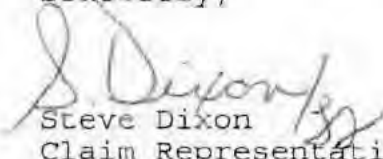
Dear [REDACTED]

The identified 2010 Ford Fusion is insured by State Farm Mutual Automobile Insurance Company. This vehicle experienced a unwanted acceleration.

State Farm would like to give you an opportunity to inspect the 2010 Ford Fusion and give you advance notice of our potential subrogation claim. Please contact me at (410) 654-2163 to setup a time for your inspection.

If you have any questions, please contact me at (410) 654-2163 or call toll free at 800-847-3933. My toll free extension is 2163.

Sincerely,

  
Steve Dixon  
Claim Representative  
State Farm Mutual Automobile Insurance Company

*Related (Tina)  
D031231  
Maggie  
D031567*

*DRP 21840*

HOME OFFICES: [REDACTED]





**State Farm®**  
Providing Insurance and Financial Services  
Home Office, Bloomington, Illinois 61710



November 9, 2010

TINA REVOIR  
FORD MOTOR COMPANY  
PRODUCTS CLAIMS DEPT  
PO BOX 70  
DEARBORNE MI 48121-0070

Frederick Operations Center  
Owings Mills Auto Claims  
PO Box 953  
Frederick, MD 21705-0953

RE: Our Insured: [REDACTED]  
Claim Number: [REDACTED]  
Date of Loss: September 10, 2010  
VIN Number: 3FAHT0HA5A [REDACTED]

Dear [REDACTED]

Please be advised that as of this date, we will not be pursuing a subrogation claim against the Ford Motor Company for damages sustained by [REDACTED] 2010 Ford Fusion as well as damages sustained by the business establishment which was struck by the Fusion.

Should additional documentation come to light regarding a manufacturer's defect that caused this loss, we will proceed to seek recovery for amounts paid out to repair the vehicle as well as amounts paid to repair the damages to the business and its contents.

Should you have any questions regarding this matter, please contact me at the number listed below.

Sincerely,

Stephen Dixon  
Claim Representative  
410 654 2163  
State Farm Mutual Automobile Insurance Company

08/904/456916

cc: [REDACTED]



Office of the General Counsel

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

October 13, 2010

[REDACTED]  
SILVER SPRING, MD [REDACTED]

RE: 2010 Fusion  
VIN: 3FAHP0HA5AR [REDACTED]

Dear [REDACTED]

ATTACHMENT  
I

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

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

If you have not turned this over to your insurance company, and you intend to pursue a claim directly with Ford Motor Company, we request that you provide us with all the following information by completing and returning this form:

- A copy of the police report. SEE ATTACHMENT II, # 1.
- A copy of the vehicle title and registration. ATTACHMENT III.
- Original color photographs of the vehicle's collision damage & the alleged defective part(s), from several different angles. ATTACHMENT IV.
- Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas. ATTACHMENT IV.
- Original color photographs of the accident scene showing the grade of the road. ATTACHMENT V.
- Attach a copy of your expert's report and the expert's original photographs. NOT AVAILABLE TO US
- A statement from insurance company indicating there are no pending claims and the reason for the denial. ATTACHMENT VI.
- Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments. ATTACHMENT VII.
- A complete service history for the subject vehicle, including any maintenance items. NO SERVICE HISTORY.
- A copy of this letter.

You may mail the documents to my attention at the address listed on this letter. Ford Motor Company is committed to providing you with a fair and expeditious response, so please be sure to provide us with all of the requested information as soon as possible.

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

1. What are you seeking from Ford Motor Company in this matter? ATTACHMENT II, # 2.
2. What is the alleged defect? ATTACHMENT II, # 3.



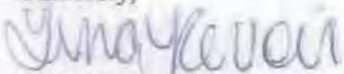
3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. What was the city, state and date of occurrence? ATTACHMENT II, #4.
5. What was the mileage at time of occurrence? 1,377.3.
6. List all after market additions or modifications that were made to the vehicle: NONE.
7. Was the engine running? (circle one) Yes or No
8. Were the keys in the ignition? (circle one) Yes or No
9. Was this vehicle purchased new or used? NEW.
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: ---
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information). ATTACHMENT II, #5.
12. Has an insurance company been advised of this incident? (circle one) Yes or No
13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number **(It is your responsibility to contact your insurance company):**  
ATTACHMENT II, #6.
14. Please provide the names and contact information of any witnesses to the incident: ATTACHMENT I, #1.

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

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

Thank you for your prompt attention to this matter.

Sincerely,



Tina Revoir  
Legal Analyst- OGC Product Claims

## Attachment II

Number 1: No police report was issued. The Montgomery County Police did not issue a police report because there were no injuries, and the Fusion was still drivable after the accident. The name of the police officer is J. Pike #2373, Tel. 240-773-5500. No ticket was issued.

Number 2: We would like that the Ford Motor Company to "Buy Back" the Fusion. About four weeks ago we received a telephone call from a Ford claims office in Florida informing us that Ford would "Buy Back" the Fusion. So far we have not heard from them again.

After the accident, caused by sudden unintended acceleration, my wife refuses to drive the Fusion. After the accident I drove the Fusion occasionally, but five weeks ago when I again experienced a sudden unintended acceleration and I almost hit a car in front of me, I immediately returned home and never drove the car again, and the Fusion is now parked in our driveway. Now that we only one car in our household this is causing considerable inconvenience for our family. Pictures of the parked Fusion are in attachment VIII.

On June 1, 2010 we bought the Ford Fusion from Koons of Silver Spring, Inc. Tel. 301-890-6100. We paid \$22,225 for the car, and paid \$10,239 cash and paid five payments of \$339.75, amounting to \$1,698.75.

Number 3: We experienced a number of sudden unintended accelerations, causing one accident. After Koons of Silver Spring repaired the Fusion after the accident we still experienced sudden unintended acceleration. See our letter to Mr. Mulally, attachment IX.

Number 4: Wheaton, Maryland, September 10, 2010

Number 5: The car is now parked in our driveway, located on [REDACTED]  
Wheaton, Maryland, [REDACTED]

Number 6: State Farm Insurance Companies, MD, Field Auto Claims, PO Box 953, Frederick, MD 21705-0953. Claim number: [REDACTED] Mr. Steve Dixon, Claim Representative. Tel.: (410) 654-2163.





# MARYLAND CERTIFICATE OF TITLE

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR VOIDS

B895424

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	BODY STYLE	CLASS	ENGINE	WHEEL	TITLE NUMBER
3E3HPDHA5A	10	FORD	45	A	50	A	
EXCEPT.	SALES TAX	SALES TAX	SALES TAX	SALES TAX	SALES TAX	SALES TAX	DATE ISSUED
N/A	-3700	000000	000000	000000	000000	000000	06/11/10
VEHICLE IDENTIFICATION NO.				OWNER'S SIGNATURE / DRIVER LICENSE NO.			

NAME AND ADDRESS OF REGISTERED OWNER(S)

SILVER SPRING MD

ORIGINATOR CODES

- A. Actual Mileage
- B. Exempt Mechanical Units
- C. Not Actual Mileage

CAL LEV

CONTROL NO.

B895424

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN ONLY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

THE ADMINISTRATION WILL NOT BE RESPONSIBLE FOR FALSE OR FRAUDULENT OWNER STATEMENTS MADE IN THE ASSIGNMENT OF THE CERTIFICATE OF TITLE OR FOR ERRORS MADE IN RECORDING BY THE ADMINISTRATION.

NAME(S) AND ADDRESS OF SECURED PARTY(IES) IN RECORDED ORDER

FORD MOTOR CREDIT CO.  
P.O. BOX 105706  
ATLANTA GA 30348

LIEN RELEASE

MVA USE ONLY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE

ATTACHMENT  
III

*John Shaw*  
ADMINISTRATOR OF MOTOR VEHICLES

CONTROL NO.

B895424

VEHICLE IDENTIFICATION NO.

THIS TITLE CONTAINS AN EAGLE WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT





Maryland Motor  
Vehicle Administration  
6601 Ritchie Highway, N.E.  
Glen Burnie, Maryland 21062

### REGISTRATION CERTIFICATE

TAG NUMBER

UNIT #

STICKER NUMBER

[REDACTED] CVR [REDACTED]

TITLE NUMBER

MAKE AND BODY STYLE OF VEHICLE

[REDACTED] FORD 48

YEAR

CLASS

EXCEPT.

VEHICLE IDENTIFICATION NUMBER

1984

N/A

3FAMPGH14341 [REDACTED]

GR. VEH. WT.

GR. COMB. WT.

FEE

EXPIRATION DATE

-3600

01/01/84

64:00

03/31/2012

OWNER'S DRIVER LICENSE/SOURCE NO.

CO-OWNER'S DRIVER LICENSE/SOURCE NO.

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

SYLVIA SPRING RD [REDACTED]



ATTACHMENT  
IV







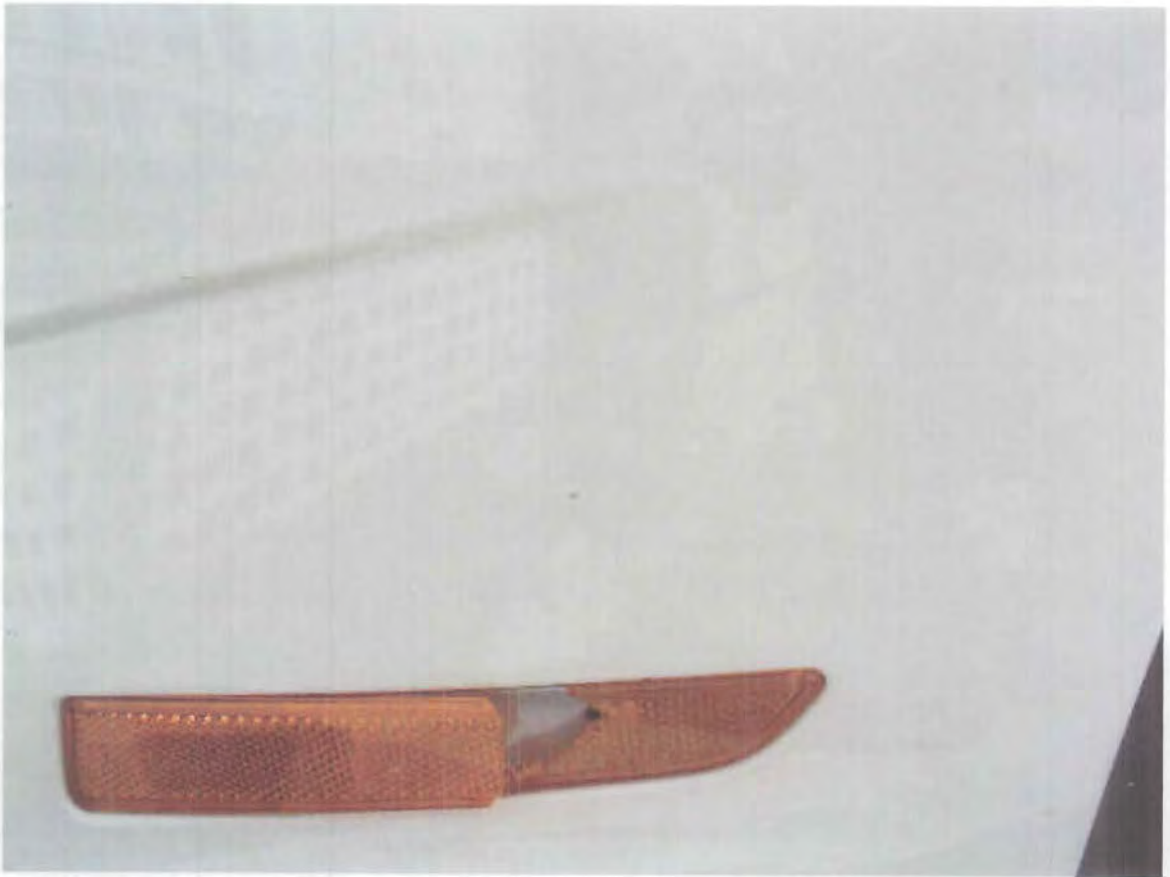




















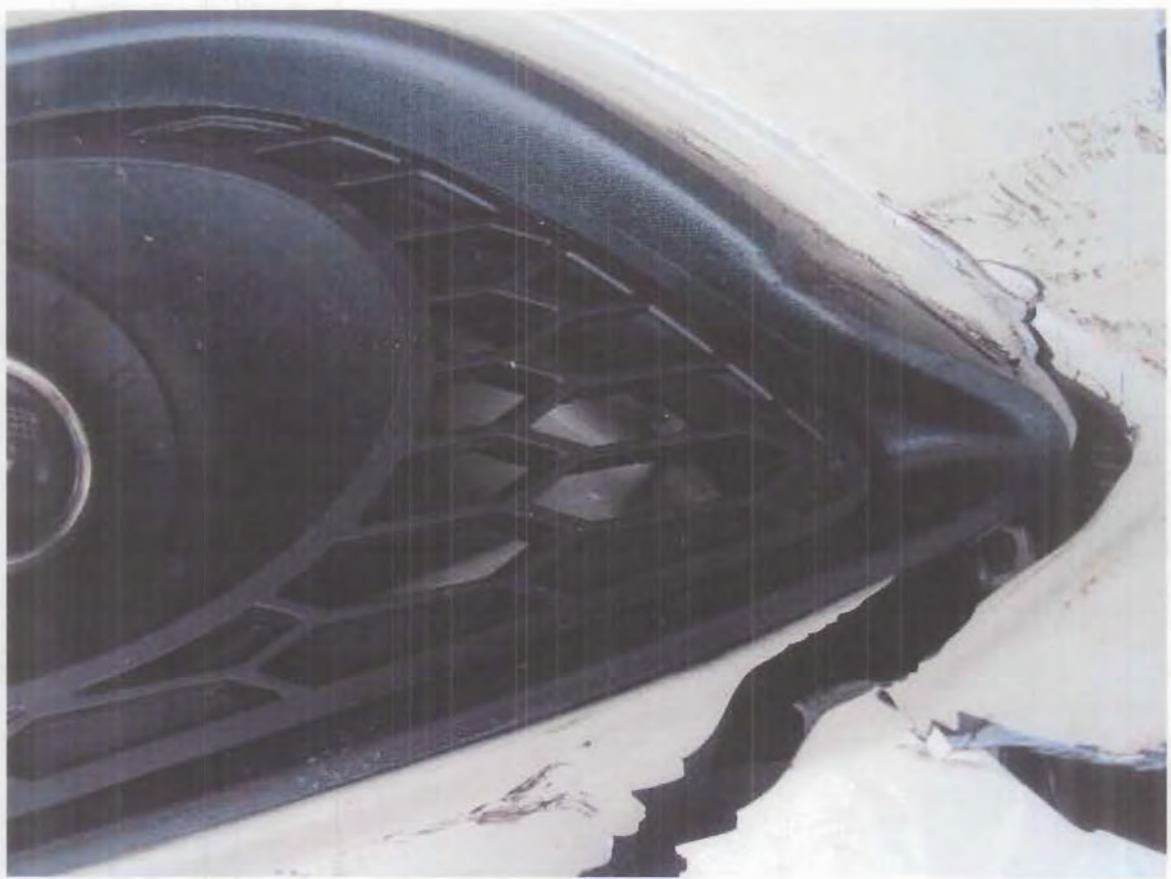
































# KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD.

SILVER SPRING, MARYLAND 20904

SERVICE (301) 890-5100 • MAIN (301) 890-6100

www.koons.com



## LIMITED WARRANTY

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE AND MUST BE MADE WITHIN 4,000 MILES OR 90 DAYS FROM DATE WORK WAS PERFORMED.

Adv: 372 RICHARD SMITH		Tag: 5307	License: FAB364	3FAHP0HA5 AR	Page: 1	Invoice:	
Invoice to			Driver/Owner Information				
SILVER SPRING, MD MONTGOMERY			MOLIER SILVER SPRING, MD MONTGOMERY				
Home: Work:			Home: Work:				
For Office Use			Vehicle Information				
Odometer in: 1374 Out:		Dist: 1FA BOD D	Prelim	10 FORD FUSION SE 4DR SDN WHITE			
MFG: 27B022		Stock#:		000F0001			
Begin: 09/14/10	Done: 09/21/10	Invoiced: 09/21/10 11:34 ES		Inservice: 06/02/10	Production: 02/25/10	Sold: 06/01/10	
Customer Concern							
Concern 51	REPAIR				Operation	Tech	Amount
Correction	REPAIR				REPAIR	ADQ	412.00
Parts	Part Number	PO#	Note	Description	Qty	Sell	
	FMC 9E5Z 13008 A			HEADLAMP ASY	1	358.15	358.15
	FMC 9E5Z 13008 B			HEADLAMP ASY	1	358.15	358.15
	FMC AE5Z 13200 C		SPO	*LAMP ASY - SIDE-SPO	1		
	FMC AE5Z 13200 D		SPO	*LAMP ASY - SIDE-SPO	1		
	FMC 6E5Z 15200 A			REINFORCEMENT	1	102.13	102.13
	FMC AE5Z 17D957 BAPTM			BUMPER ASY - FRONT	1	527.02	527.02
	FMC AE5Z 17K945 A			GRILLE - BUMPER	1	124.15	124.15
	FMC AE5Z 17E910 EA		SPO	*GRILLE - BUMPER-SPO	1		
	FMC AE5Z 17E911 EA		SPO	*GRILLE - BUMPER-SPO	1		
	FMC AE5Z 17626 AA		SPO	*PANEL -SPO	1		
	FMC AE5Z 17C882 A			ISOLATOR ASY - BUMPE	1	87.25	87.25
	FMC AE5Z 17A385 AA			BRACKET - LICENSE PL	1	19.88	19.88
	FMC AE5Z 17C947 C		SPO	REINFORCEMENT -SPO	1		
	FMC W710754 S439		SPO	*CLIP -SPO	6		
	FMC AE5Z 8200 C		SPO	GRILLE - RADIATO-SPO	1		
	FMC AE5Z 8200 A			GRILLE - RADIATOR	1	113.57	113.57
	FMC AE5Z 8200 B			GRILLE - RADIATOR	1	103.12	103.12
	FMC AS4Z 8213 A			NAME PLATE	1	28.80	28.80
	FMC 6E5Z 7850980 AAA		SPO	RETAINER - ROOF -SPO	4		
	FMC AE5Z 8A284 AC			REINFORCEMENT	1	88.77	88.77

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

X

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

(SIGNED)

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

11CS02014

CUSTOMER



# KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD.

SILVER SPRING, MARYLAND 20904

SERVICE (301) 890-5100 • MAIN (301) 890-6100

www.koons.com



## LIMITED WARRANTY

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Adv: 372 RICHARD SMITH	Tag: 5307	License: [REDACTED]	3FAHP0HA5 AR [REDACTED]	Page: 2	Invoice: [REDACTED]		
Invoice to: [REDACTED]			Driver/Owner: [REDACTED]				
Invoiced: 09/21/10 11:34:57 ES			10 FORD FUSION SE 4DR SDN WHITE				
Parts	Part Number	PO#	Note	Description	Qty	Sell	
	FMC 6E5Z 15200 A		SPO	REINFORCEMENT -SPO	1		
	SPO W710754 S439			*CLIP	8	1.50 12.00	
	SPO AE5Z 17626 AA			*PANEL	1	30.37 30.37	
	SPO 6E5Z 7850980 AAA			RETAINER - ROOF HEAD	4	4.72 18.88	
	SPO 6E5Z 15200 A			REINFORCEMENT	1	102.13 102.13	
	SPO AE5Z 13200 C			*LAMP ASY - SIDE MAR	1	20.00 20.00	
	SPO AE5Z 17C947 C			REINFORCEMENT	1	5.07 5.07	
	SPO AE5Z 17E811 EA			*GRILLE - BUMPER	1	18.40 18.40	
	SPO AE5Z 17E811 EA			*GRILLE - BUMPER	1	18.85 18.85	
	SPO AE5Z 13200 D			*LAMP ASY - SIDE MAR	1	16.78 16.78	
	FMC AE5Z 0200 DA			GRILLE - RADIATOR	1	77.50 77.50	
	FMC AE5Z 1130 C			COVER - WHEEL	1	62.02 62.02	
	FMC AE5Z 17E810 FA		SPO	*GRILLE - BUMPER-SPO	1		
	FMC AE5Z 17E811 FA		SPO	*GRILLE - BUMPER-SPO	1		
	FMC AE5Z 17E810 BA		SPO	*GRILLE - BUMPER-SPO	1		
	FMC AE5Z 17E811 BA		SPO	*GRILLE - BUMPER-SPO	1		
	SPO AE5Z 17E810 FA			*GRILLE - BUMPER	1	22.87 22.87	
	SPO AE5Z 17E811 FA			*GRILLE - BUMPER	1	22.88 22.88	
	SPO AE5Z 0200 C			GRILLE - RADIATOR	1	208.68 208.68	
	Tech ADQ HORNE, ROBERT						
					Subtotal		
					PARTS	2547.42	
					LAB-BODY SHOP	412.00	
					TOTAL CHARGE FOR CONCERN	2959.42	
Type: BOD							
Concern 52	REFINISH			Operation Tech Amount			
Correction	REFINISH			REFINISH ADO	300.00		
	Tech ADO JONES, KENNETH			Subtotal			
				BODY SHOP MAT	180.00		
				LAB-BODY SHOP	300.00		
Type: BOP				TOTAL CHARGE FOR CONCERN	480.00		

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

X

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

(SIGNED)

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

UCS02004

CUSTOMER





# KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD.

SILVER SPRING, MARYLAND 20904

SERVICE (301) 890-5100 • MAIN (301) 890-8100

www.koons.com



## LIMITED WARRANTY

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Adv: 172 RICHARD SMITH	Tag: S307	License: FAB364	3FAHP0H5 AF	Page: 3	Invoice
Invoice to:			Driver/Owner:		
Invoiced: 09/21/10 11:34:57 ES			10 FORD FUSION SE 4DR SDN WHITE		
Summary of Charges for Invoice D60837			Payment Distribution for Invoice D60837		
PARTS	2547.42	TOTAL CHARGE		3333.04	
PARTS DISCOUNT	254.74-	CASH DUE		100.00	
BODY SHOP MAT	180.00	CHARGE ACCT		NAD 001265 3233.04	
LAB-BODY SHOP	712.00	STATE FARM INS			
SUB-TOTAL	3184.68				
TAX	148.36				
TOTAL CHARGE	3333.04				
STATE FARM					
Attention: Other Repair Orders on this vehicle:					
RO: 60813 Opened: 09/14/10					
If you have any questions - please see RICHARD SMITH					
Last Page					

SEP 21 2010

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

X

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(SIGNED)

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

UCS02004

CUSTOMER



# HP LaserJet 4100 MFP



Ford Motor Company  
3133372734  
11/22/2010 09:55 AM

## Fax Call Report

Job	Date/Time	Type	Identification	Duration	Pages	Result
5006	11/22 09:53 AM	Send	[REDACTED]	01' 37	3	OK



### KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD.  
SILVER SPRING, MARYLAND 20904  
SERVICE (301) 890-5100 • MAIN (301) 890-6100  
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#### LIMITED WARRANTY

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ADV: 172 RICHARD SMITH	Tag: 5367	License: [REDACTED]	3FAHPOH4A [REDACTED]	Page: 1	Invoice: [REDACTED]	
Invoice to:			Customer/Owner: [REDACTED]			
SILVER SPRING, MD MONTGOMERY			SILVER SPRING, MD MONTGOMERY			
Home: [REDACTED] Work: [REDACTED]			Home: [REDACTED] Work: [REDACTED]			
Two-Owner Use:			Vehicle Information:			
Customer ID: 1374	Out:	Dist: 17A 800 D	Prelim:	10 FORD FUSION SE 4DR SON WHITE		
NPD: 215022		Stock:		800F081		
Order: 09/14/10	Order: 09/21/10	Invoice: 09/21/10 11:34 ET	Transfer: 06/02/10	Payment: 06/25/10	Sold: 08/01/10	
Customer Concern						
Concern #1	REPAIR			Operation	Tech	
Correction	REPAIR			REPAIR	AMT	
Part	Part Number	QTY	Note	Description	Qty	Unit
INC	8532 13008 A			HEADLAMP ASY	1	358.15
INC	8532 13008 B			HEADLAMP ASY	1	358.15
INC	8532 13200 C		SPO	*LAMP ASY - E28W-SPO	1	358.15
INC	8532 13200 D		SPO	*LAMP ASY - E28W-SPO	1	
INC	8532 15200 A			REINFORCEMENT	1	102.13
INC	8532 170957 BATH			BURFER ASY - FRONT	1	527.02
INC	8532 170943 A			GRILLE - BUMPER	1	124.15
INC	8532 170910 BA		SPO	*GRILLE - BUMPER-SPO	1	
INC	8532 170911 BA		SPO	*GRILLE - BUMPER-SPO	1	
INC	8532 17026 AA		SN1	*PANEL - RWD	1	
INC	8532 170942 A			ISOLATOR ASY - BUMPER	1	87.25
INC	8532 170943 AA			BRACKET - LICENSE PL	1	19.88
INC	8532 170947 C		SPO	REINFORCEMENT -SPO	1	
INC	8532 170947 C		SPO	*CLIP -SPO	6	
INC	8532 8200 C		SPO	GRILLE - RADIATOR-SPO	1	
INC	8532 8200 A			GRILLE - RADIATOR	1	113.57
INC	8532 8200 B			GRILLE - RADIATOR	1	103.12
INC	8532 8213 A			HOME PLATE	1	26.80
INC	8532 755080 AAA		SPO	RETAINER - ROOF -SPO	1	
INC	8532 84294 AC			REINFORCEMENT	1	88.77
						Amount
						312.00

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

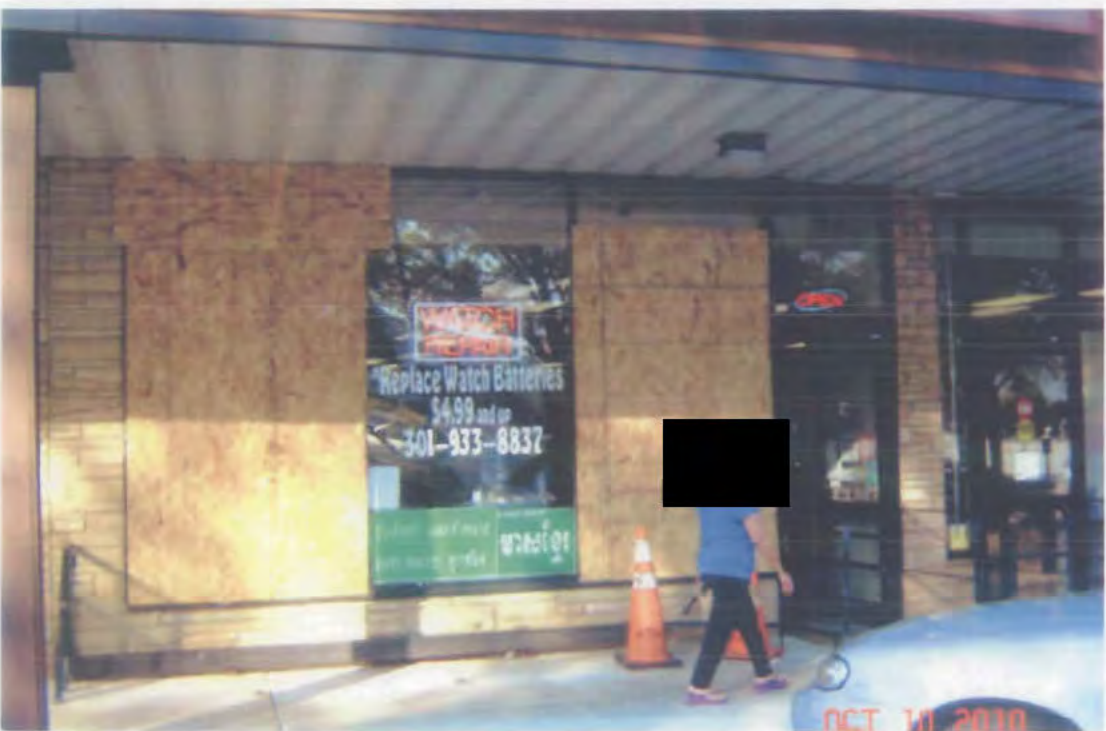
I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

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

00002704

ATTACHMENT  
V





[REDACTED]  
Wheaton, MD [REDACTED]

Tel. [REDACTED]

E-mail: [REDACTED]

November 12, 2010

Ms Tina Revoir  
Legal Analyst-OGC Product Claims  
Ford Motor Company  
Product Claim Department  
PO Box 70  
Dearborn, Michigan 48121-0070

NOV 17 2010

CL

Dear Ms Revoir:

Please find enclosed a completed copy of your letter (See attachment I), and the documents you requested in your letter of October 13, 2010.

Attachment II: Contains the answers you requested when we needed more space.

Attachment III: The vehicle title and registration.

Attachment IV: Photographs of the damaged Fusion after the accident.

Attachment V: Photographs of the scene of the accident.

Attachment VI: The statement from the State Farm Insurance Company.

Attachment VII: Copies of the repair cost of the damaged vehicle, and payments.

Attachment VIII: Pictures of the parked Fusion in our driveway.

Attachment IX: Our letter to [REDACTED]

Attachment X: Our letter to Koons of Silver Spring, Inc., the dealership from which we purchased the Ford Fusion.

We hope that you will understand and respect our decision not to drive the Fusion any more after we experienced a number of sudden unintended acceleration, one causing an accident and another one a near collision. We hope this matter will be solved in an equitable and timely fashion, to end the inconvenience and nightmare we are experiencing.

Sincerely,

*Ruben Muller*  
[REDACTED]

ATTACHMENT  
VI



From: koonsofsilverspring@koonsofs.com  
To: [REDACTED]  
Subject: Repair Order 60813 Added  
Date: Tue, Sep 14, 2010 10:32 am

	<b>Montgomery Auto Park:</b> 1111 Automobile Blvd Silver Spring, MD 20904
<b>SERVICE DEPARTMENT:</b> Mon-Fri 7AM-7PM/Sat 7:30AM-5PM <b>PARTS DEPARTMENT:</b> Mon-Fri 7AM-7PM/Sat 7:30AM-5PM <b>Main Phone:</b> 301-490-5100 • <b>Service Direct:</b> 301-490-5100 <b>Parts Direct:</b> 877-331-5225	

To: [REDACTED]

Thank you for bringing your vehicle in for service at Koons Of Silver Spring. To better serve you, we have your repair status available on our web site. Our records show the following information:

**Year:** 2010  
**Make:** Ford  
**Model:** Fusion  
**Repair Order:** 60813

[Click here to view your repair status](#)

Thank you for using **Koons Of Silver Spring** for your service needs. Gabriel Espinal  
Service Advisor

Koons Of Silver Spring

Silver Spring, MD 20904  
Phone: (301) 474-5100

Follow Koons on... [Twitter](#) [Facebook](#) [LinkedIn](#) [YouTube](#)  
Subscriber email addresses obtained at the point of sale or during a service visit to Koons. Koons respects your online privacy. [Click here to view our privacy policy](#)

ATTACHMENT

VII

[REDACTED]

9/14/2010

**QualityCare**  
at your service



# KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD.

SILVER SPRING, MARYLAND 20904

SERVICE (301) 890-5100 • MAIN (301) 890-6100

www.koons.com

## LIMITED WARRANTY

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE AND MUST BE MADE WITHIN 4,000 MILES OR 90 DAYS FROM DATE WORK WAS PERFORMED.

Adv: 821 GABRIEL ESPINAL	Tag: 5307	License: [REDACTED]	3FAHP0HA5 AR [REDACTED]	Page: 1	Invoice: [REDACTED]
Invoice to			Driver/Owner Information		
[REDACTED] SILVER SPRING, MD Home: [REDACTED] Work: [REDACTED]			[REDACTED] SILVER SPRING, MD Home: [REDACTED] Work: [REDACTED]		
For Office Use			Vehicle Information		
Odometer in: 1374 Out: 1374		Dist: 1FA WAR D W Prelim		10 FORD FUSION SE 4DR SDN WHITE	
MFG: 27B022		Stock#: 000F0881			
Begin: 09/14/10 Done: 09/21/10		Invoiced: 09/21/10 15:34 GE		Inservice: 06/02/10 Production: 02/25/10 Sold: 06/01/10	
Customer Concern					
Concern 51	CUST. STATES VEH ACCELERATED BY ITSELF AND RAN OUT OF CONTROL WHILE ATTEMPTING TO PARK IN A SHOPPING CENTER			Operation Tech Units Amount	
Cause	NO PROBLEM FOUND			NPF 261 0.0 0.00	
Correction	IDS-EEC TEST-NO CODES FOUND-NO PROBLEMS FOUND-ALL WORKING AS MANUFACTURER-DESIGNED Tech 261 PENTZ, RUSSELL FAIL CODE : A99 COND CODE : 82 FAIL CODE : A99			Subtotal	
Type: W				TOTAL CHARGE FOR CONCERN 0.00	
Summary of Charges for Invoice W60813			Payment Distribution for Invoice W60813		
TOTAL CHARGE 0.00			FAC WARRANTY 0.00 TOTAL CHARGE 0.00		
LAB RATE: 94.78 WARRANTY JOB Attention: The following Invoices also exist - BOD - BODY SHOP Attention: Other Repair Orders on this vehicle: RO: 60837 Opened: 09/14/10 BOD - 09/21/10 ( F )  If you have any questions - please see GABRIEL ESPINAL PLEASE HELP US PROVIDE THE HIGHEST LEVEL OF SERVICE! YOU MAY RECEIVE A MANUFACTURER SURVEY IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US COMPLETELY SATISFIED, PLEASE CONTACT					

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

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

(SIGNED)

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

UCS02004

CUSTOMER

DP12-006 001329LC



**QualityCare**  
at your service



## KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD.

SILVER SPRING, MARYLAND 20904

SERVICE (301) 890-5100 • MAIN (301) 890-6100

www.koons.com

### LIMITED WARRANTY

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE AND MUST BE MADE WITHIN 4,000 MILES OR 90 DAYS FROM DATE WORK WAS PERFORMED.

Adv: 821 GABRIEL ESPINAL	Tag: 5307	License: [REDACTED]	3FAHP0HA5 AR [REDACTED]	Page: 2	Invoice: [REDACTED]
Invoice to: [REDACTED]			Driver/Owner: [REDACTED]		
Invoiced: 09/21/10 15:34:15 GE			10 FORD FUSION SE 4DR SDN WHITE		

ANYTHING LESS THAN COMPLETELY SATISFIED IS A FAILING GRADE FOR US!

CUSTOMER SIGNATURE \_\_\_\_\_

Last Page

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

X

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

(SIGNED)

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

UCS62004

CUSTOMER



# KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD.

SILVER SPRING, MARYLAND 20904

SERVICE (301) 890-5100 • MAIN (301) 890-6100

www.koons.com

## LIMITED WARRANTY

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE AND MUST BE MADE WITHIN 4,000 MILES OR 90 DAYS FROM DATE WORK WAS PERFORMED.

Adv: 821 GABRIEL ESPINAL	Tag: 5307	License: [REDACTED]	3FAHP0HA5 AR [REDACTED]	Page: 1	Invoice: [REDACTED]	
Invoice to [REDACTED] SILVER SPRING, MD MONTGOMERY Home: [REDACTED] Work: [REDACTED]			Driver/Owner Information [REDACTED] SILVER SPRING, MD MONTGOMERY Home: [REDACTED] Work: [REDACTED]			
For Office Use			Vehicle Information			
Odometer in: 1374		Out:	Dist: 1FA BOD D W	Prelim	10 FORD FUSION SE 4DR SDN WHITE	
MEG: 27B022		Stock#: 000F0881				
Begin: 09/14/10	Done: 09/21/10	Invoiced: 09/21/10 15:34 GE	Inservice: 05/02/10	Production: 02/25/10	Sold: 06/01/10	
Customer Concern						
Concern 52	CUST STATES SEND VEH TO BODY SHOP WHEN FINISH MECHANICAL REPAIRS			Operation	Tech	Amount
Correction	SEND VEH TO BODY SHOP FOR REPAIRS			52	090	0.00
Type: ROD	Tech 090 SUBLET,			Subtotal		
			TOTAL CHARGE FOR CONCERN		0.00	
Summary of Charges for Invoice [REDACTED]			Payment Distribution for Invoice [REDACTED]			
TOTAL CHARGE 0.00			CASH DUE 0.00			
			TOTAL CHARGE 0.00			
WARRANTY JOB Attention: The following Invoices also exist WAR - WARRANTY Attention: Other Repair Orders on this vehicle: RO: 60837 Opened: 09/14/10 BOD - 09/21/10 ( F ) If you have any questions - please see GABRIEL ESPINAL						

Last Page

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

X

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

(SIGNED)

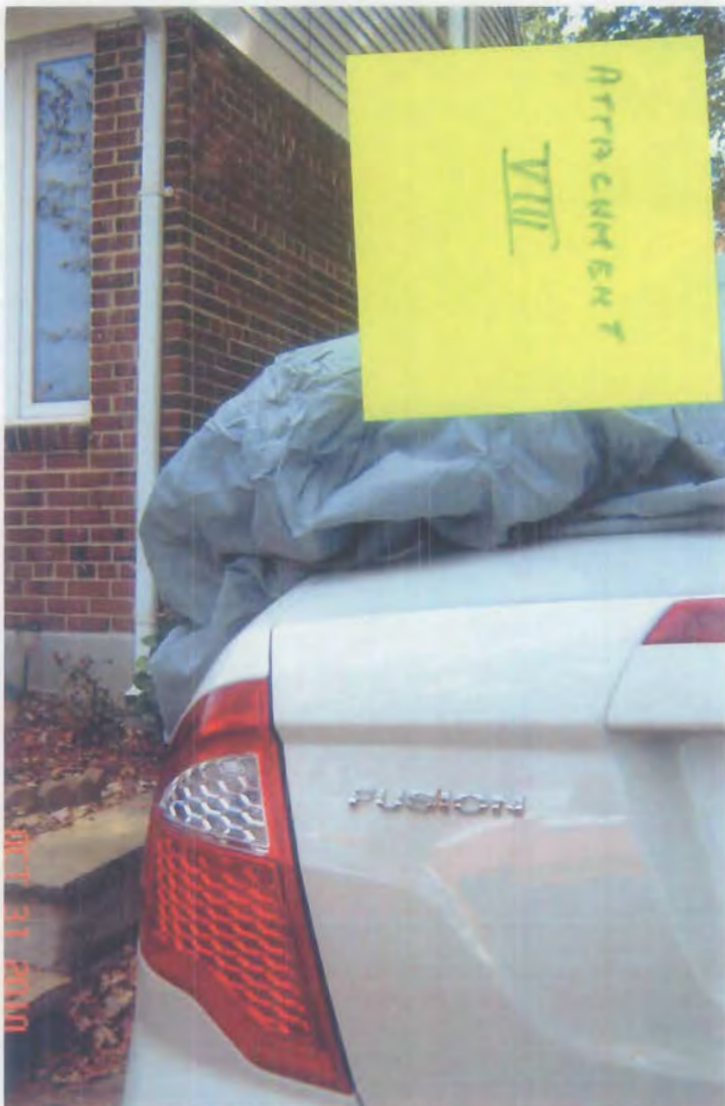
DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

UCS02004

CUSTOMER





UNIT 10 100





OCT 31 2010





[REDACTED]  
Wheaton, MD

E-Mail: [REDACTED]

Tel.: [REDACTED]

September 24, 2010

Mr. Alan Mulally  
President and Chief Executive  
Ford Motor Company  
1 American Road  
Dearborn, MI 48126

ATTACHMENT  
IX

Dear Mr. Mulally:

On June 1, 2010 my wife and I purchased a new 2010 Ford Fusion from Koons of Silver Spring, Inc., 3111 Automobile Blvd. Silver Spring, MD 20004. The vehicle Identification # is: 3FAHPOHA5AR [REDACTED] The vehicle was primarily intended for my wife.

On September 10, 2010 the car driven by my wife had an accident. The accident took place at a small shopping center located on 2301 University Blvd., Wheaton, MD 20902. The store where the window was shattered and the Fusion damaged is named: Asia Star Jewelry, and also known as Asia Foods, Inc.

The description of the accident as told by my wife is as follows: "I turned slowly to the parking space when the car suddenly accelerated, jumped onto the sidewalk, and hit a metal railing, which in turn broke the store front window and damaged the Fusion (See my drawing in attachment). Nobody in the store was injured, nor was my wife and daughter.

Police officer J. Pike # 2373 of the Montgomery County Police Force responded (Tel. 240-773-5500. He determined that our car was still safe to drive; he did not issue a ticket, and did not write a report. I went to the scene of the accident and drove the car back home.

We notified our car insurance company, State Farm Mutual Automobile Company, made arrangement to have the Fusion checked up by Koons, and to repair the damage to the exterior of the car.

Two days after the accident I also experienced sudden unintended acceleration. When I stopped the Fusion so another oncoming car on the other side of the street would pass so I could turn to a street on my left. When I took my foot off the break the car suddenly accelerated like a bullet and only slowed down only after I pressed hard on the break paddle.

Even before the accident I had the following experience. Once when I was driving on a 30 miles per hour flat road the car slowly started to accelerate without pressing on the gas paddle, and in order to remain within the speed limit I had to press down on the break paddle.

I have contacted the United State Transportation Department, U.S. Auto Safety Hot Line (1- 800-424-9393), and I was told that they have received sixteen complaints about Ford Fusion unintended accelerations. Our confirmation # is: [REDACTED]

After the accident we also learned that the National Highway Traffic Safety Administration (NHTSA) is investigation the sudden unintended acceleration of the 2010 Ford Fusion and Mercury. I am sure that you are also aware of the experience of sudden unintended acceleration of a Ford Fusion driven by Mr. Dan Edmund, Director of Vehicle Testing.

When I discussed the accident with one of the manager at Koons of Silver Spring and told him that sixteen other sudden unintended acceleration problems had been reported to the government, he responded that Ford produces hundreds of thousands of Ford Fusion and seventeen complaints of acceleration is not a big problem. I reminded him that it may not be a big problem to him but it is a big problem to us and the sixteen other drivers who have experienced it.

Since my wife now refuses to drive the Fusion and I feel unsafe to drive it I asked the manager how much I could get for the Fusion should I decide to purchase another Ford car, and he told us \$16,000. In other words, we would lose \$6,000 on a car that has been driven for less than 2,000 miles.

Had we known that sixteen other unintended sudden acceleration problems reported to the Auto U.S. Auto Safety Hot Line of 2010 Ford Fusion, that the NHTSA is investigation reports of sudden unintentional acceleration of Ford Fusions, and had we been informed by Koons of Silver Spring of this problem, it is obvious that we would not have purchased the 2010 Ford Fusion.

We now face problems for which we are not responsible. We now have a car that does not perform properly, a car that has lost \$6,000 in value, our insurance premium will most likely be increased considerably, my wife refuses to drive the car, and I feel unsafe to drive it. I now drive the Fusion very seldom and we mostly rely on our old Malibu to take us where we have to go.

In our view one solution to our problem would be to get rid of the Fusion and purchase a new car. The problem is that we are both retired and live on a fixed income and to lose \$6, 000 would be an extreme burden to us. Perhaps the best solution would be for the Ford Motor Company to allow us to return the car and pay us back all or most of the money we already paid to you.



Mr. Mulally, I have been driving cars for about sixty years and have only purchased American made cars. I strongly believe that the United States needs a strong manufacturing base to keep our country strong and prosperous. I am sure that you will address the problems that my wife, I, and others have experienced before it becomes a serious issue to your company, your costumers and other drivers.

I have sent a copy of this letter to Koons of Silver Spring.

I hope that this matter can be solved equitably.

Sincerely your

A solid black rectangular box used to redact the signature of the sender.





## All Action Details for Issue

Print

VIN: 3FAHP0HA5AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-06-01  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]  
Issue Type: 03 CONCERN Issue Status: OPEN  
Initial Customer Contact:

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT  
Dealer: 06766 KOONS SILVER SPRING FORD Origin Desc: DEALER  
Odometer: 1374 MI Comm Type: INBOUND MAIL-OTHER  
Analyst Name: PAOLUCCI, ROBERT Analyst: R-PAOLUC  
Action Date: 10/08/2010 Action Time: 11.40.26.227 Action Data: No

Comments CUSTOMER CONTACTED DEALER RGDG ACCIDENT 9-10-10 FOR UNINTENDED ACCELERATION (CAR ACCELERATES BY ITSELF). VEHICLE WENT THROUGH STORE WINDOW CAUSING PROPERTY DAMAGE. OLDER COUPLE AFRAID TO DRIVE CAR. SEEKING BUYBACK AND REIMBURSEMENT OF MONIES PAID TOWARD VEHICLE PURCHASE AND COMPENSATION FOR DAMAGE TO STORE AND INSURANCE COSTS. CUSTOMER WOULD LIKE CONTACT FROM FORD.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 06766 KOONS SILVER SPRING FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 1374 MI Comm Type: PHONE  
Analyst Name: ALT, YOLANDA Analyst: YALT  
Action Date: 10/08/2010 Action Time: 15.47.14.405 Action Data: Yes

Comments -CCS YOLANDA X7720-OBC TO DLR S/M ROB-DLR WANTS REP TO REVIEW CASE FOR POSSIBLE REPLACEMENT-OBC TO CUST AT [REDACTED] PHONE NUMBER IS DISCONNECTED-COULD NOT CONTACT CUSTOMER-REP WILL TRY TO GET A NEW NUMBER FROM DLR-SET F/U 10/13 BEFORE 4:30

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-13-2010
TIME OF FOLLOW UP (HH:MM):	16:30

Ford Confidential

10/11/2010

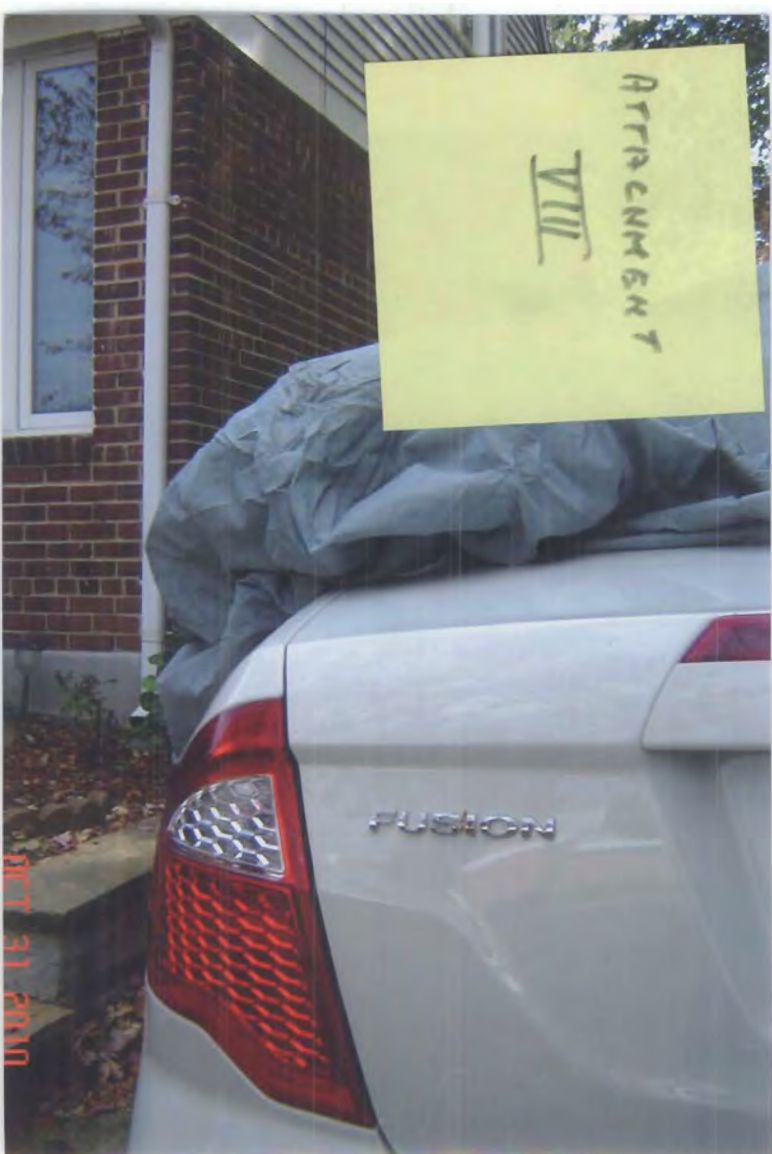
ATTACHMENT  
V



T 10 2010





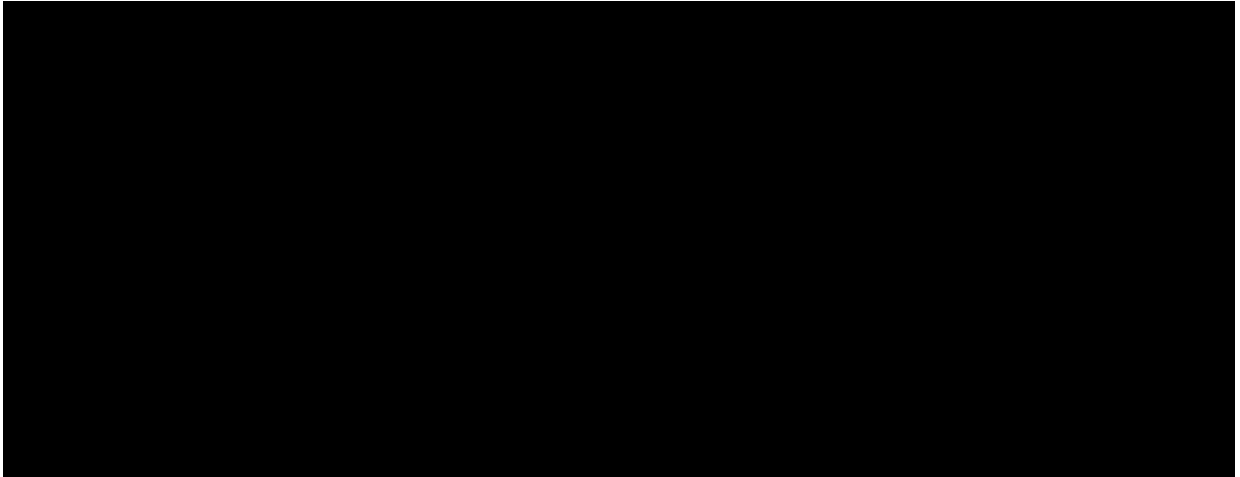














**From:** Ordcalp, F (F.)  
**Date:** 02/03/11 12:43:16  
**To:** Malaney, Linda (L.); Taylor, Alma (A.)  
**Cc:** MIKECOSTA@SALINASVALLEYFORD.COM  
**Subject:** FW: Dealer/Fleet Request for OGC Review

PRIVILEGED & CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

Please open and assign to Alma.

**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Thursday, February 03, 2011 3:04 PM  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Cc:** MIKECOSTA@SALINASVALLEYFORD.COM  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

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

**DEALER INFORMATION:**

**Dealership Fleet Name:** Salinas Valley Ford Lincoln Me

**Requesting Dealer Fleet:** monterey county fleet

**PA Code:** 07725

**Contact Person:** STANLEY CHAN

**Title:** SERVICE MANAGER

**Phone Number:** 831-755-4915

**Fax Number:** 831-757-0573

**Email:** MIKECOSTA@SALINASVALLEYFORD.COM

**Region:** SAN FRANCISCO

**Address:** 1100 AUTO CENTER CIRCLE

**City:** SALINAS

**State:** California

**Zip Code:** 93907

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 07/06/10

2/3/2011

**Vehicle Year:** 2010

**Vehicle Model:** FUSION HYBRID

**Vehicle VIN:** 3FADPOL33AR [REDACTED]

**Mileage:** 2753

**customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** SALINAS

**State :** California

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** SAN FRAN

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2010-12-06

**County incident occurred:** MONTEREY

Is customer alleging a component defect CAUSED the incident? YES

**Details:** SINGLE CAR ACCIDENT, CLAIMING MAKING A RIGHT TURN AND AS SHE WAS ACCELERATING TO MOVE FORWARD, THE ACCEELERATOR PEDAL STUCK, CROSSED THREE LANES OF TRAFFIC AD HIT THE MEDIAN AND HIT A LIGHT POLE

Was a police report filed? YES

**Details :** SALINAS PD

Has the insurance company been contacted? YES

**Insurance company advised:** GET FORD INVOLVED SEE IF THEY CANE PULL INFO FROM COMPUTOR

**Insurance company contact information:** SELF INSURED SEE CONTACT ABOVE 831-755-4915 EMAIL: CHANS@CO.MONTEREY.CA.US

**Coach builder:**

**City :**

**State :** California

**Zip Code :**

**Vehicle Location:** 855 E. LAUREL DR BLDG A SALINAS CA 93905

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** POSSIBLE INFO WHAT CAUSED ACCIDENT

**Comments:**

Copyright 2011 Ford Motor Company

2/3/2011



(831) 444-4444

• Fax (831) 443-0233

• salinasvalleyford.com



LINCOLN



MERCURY

1100 AUTO CENTER CIRCLE  
SALINAS, CALIF. 93907

## RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
01FTZ010	10000 MILE SERVICE	MI	0.00	02FTZ006	5000 MILE SERVICE	MI	0.00

## SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
07/02/10	275344	5	1221	1611	I	75FTZ	PDI

SALESPERSON NO. 1755 JOHN LIPORI

## SERVICE

STATE REG# 3

<input type="checkbox"/> ALL PARTS DISCARDED UNLESS INSTRUCTED OTHERWISE <input type="checkbox"/> SAVE PARTS	VEHICLE ID NO. <b>3FADP0L33AR</b>	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN HYBRID FWD</b>	PROD. DATE	STOCK No. <b>FT2767</b>	LICENSE No.	R.O. No. <b>285209</b>	
	<b>SALINAS, CA</b>	CUSTOMER No. <b>46778</b>	SERVICE CONTRACT	DEL. DATE <b>07/06/10</b>	DEL. MILES <b>12</b>	SELL DEALER No.	
	COLOR	CONTRACT No.	EXP. DATE	EXP. MILES	TAG No. <b>2315</b>		
	TURBO <b>FTZZ</b>	M/MC <b>FTZZ</b>	A/C	P.S.	TRANS.	MILEAGE <b>2,753</b>	ADVISOR No. <b>1085</b>
BUSINESS PHONE		* I hereby authorize the below repair work to be done along with the necessary materials and sublet repairs. You and your employees may operate below vehicle for purposes of testing, inspection or delivery at my risk. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accidents or any other cause beyond your control. I agree that the dealer shall have lien on the below-described vehicle for the charges for parts and labor furnished under this repair order if I fail to pay those charges. I agree that this vehicle may be sold after twenty days below, in the manner provided in sections 3071-3075 of the Civil Code of California.					
TIME RECEIVED <b>09:47 am</b>	DATE / TIME PROMISED <b>02/18/11 07:00 pm</b>	PRIORITY <b>3</b>	ALL PARTS ARE NEW UNLESS NOTED OTHERWISE				
APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	LABOR RATE	X					

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X

1 **W 10FOZ DRIVEABILITY**  
**LABOR TO REMOVE PCM AND RCM**

DATE	TIME	PHONE # OR WHERE	AUTHORIZED BY	ADDITIONAL AMOUNT
REASON				REVISED TOTAL
DATE	TIME	PHONE # OR WHERE	AUTHORIZED BY	ADDITIONAL AMOUNT
REASON				REVISED TOTAL

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIR OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

(HAZARDOUS MATERIAL) A hazardous waste disposal charge will be added when items removed from your vehicle or items used in conjunction with the repair of your vehicle must be disposed of in compliance with federal, state and local government hazardous waste regulations. These items could include any of the following: Oils, greases, antifreeze, freon, cleaning fluids, non-recyclable items, etc.

## SERVICE HOURS:

M-F 7:00 AM TO 5:00 PM

SAT. 8:00 AM TO 4:00 PM

FAX (831) 443-0903

TERMS: CASH OR WE ACCEPT  
THE FOLLOWING CREDIT CARDS  
VISA • MASTERCARD • DISCOVERVEHICLES RELEASED  
AFTER SERVICE HOURS  
BY PRIOR ARRANGEMENT ONLYCOMPLETE BODY AND PAINT SHOP  
ALL MAKES: DOMESTIC & FOREIGN

BAR# AB-006670

EPA# CAL000213928



0101J285209



LOCAL RATES APPLY TO ALL WORK IN THE AREA  
 AFTER THE 300 MILES IN THE AREA

WORKED WITH FSC TO REMOVE PCM FROM  
 HAVE REQUEST OF OGC

Restraint Control Module

PART# 9C53-14B321-EK  
 SN# 2T3316546031

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF	5
	1W	285209 EXP. NO. 886	12.0	ON	10.2

AMILEAGE OUT

Director:  
 Number:  
 33AR411  
 10 FUSION  
 ATK1

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

## TRAFFIC COLLISION REPORT - Property-Damage Only

CHP 555-03 (Rev. 7-03) OPI 001

Original to Officer; copy(ies) to involved party(ies)

SPECIAL CONDITIONS		HIT & RUN	CITY	JUDICIAL DISTRICT	NUMBER
Country Vehicle			SALINAS	MUNTE	10-12027
COUNTY		COUNTY	REPORTING DISTRICT	BEAT	RESTORING OFFICER
MONTEREY				5	J. BOHN
COLLISION OCCURRED ON		MO.	DAY	YEAR	TIME (2400)
N. MAIN		12	06	16	1309
AT INTERSECTION WITH		DAY OF WEEK	HOURS		STATE HIGHWAY RELATED
20th St		MONDAY	2708		10122
PARTY 1		TOW AWAY		Exchange of information	
[Redacted]		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DRIVER		SHADE DAMAGED AREA		(ALLIED AGENCY USE ONLY)	
[Redacted]		[Redacted]		Report taken <input type="checkbox"/> Yes <input type="checkbox"/> No	
PK VEH		SHADE DAMAGED AREA		Exchange of information <input type="checkbox"/> Yes <input type="checkbox"/> No	
[Redacted]		[Redacted]			
BICYCLE		PARTY 1		INDICATE NORTH	
[Redacted]		[Redacted]		N. MAIN	
OTHER		PARTY 2		E. BERNAL	
[Redacted]		[Redacted]			
WIT		AGE		NAME	
[Redacted]		[Redacted]		[Redacted]	
R/O		AGE		NAME	
[Redacted]		[Redacted]		[Redacted]	

PROP. NAME		ADDRESS		PHONE NUMBER		PARTY NO	
CITY OF SALINAS		200 Lincoln Avenue, Salinas		Light Pole			
PRIMARY COLLISION FACTOR		TRAFFIC CONTROL DEVICES		SPECIAL INFORMATION		MOVEMENT PRECEDING COLLISION	
LIST NUMBER (A) OF PARTY AT FAULT		TYPE OF COLLISION		OTHER ASSOCIATED FACTOR(S)		SOBERITY - DRUG / PHYSICAL	
# A VC SECTION VIOLATED: 22350 NL		A HEAD-ON		A HAZARDOUS MATERIAL		A HAD NOT BEEN DRINKING	
# B OTHER IMPROPER DRIVING *		B SIDESWIPE		B CELL PHONE HANDHELD IN USE		B HAD UNDER INFLUENCE	
C OTHER THAN DRIVER *		C REAR END		C CELL PHONE HANDSFREE IN USE		C HAD NO UNDER INFLUENCE	
D UNKNOWN		D BROADSIDE		D CELL PHONE NOT IN USE		D HAD IMPAIRMENT UNKNOWN	
E		E HIT OBJECT		E		E UNDER DRUG INFLUENCE	
WEATHER (MARK 1 TO 2 ITEMS)		F OVERTURNED		F		F IMPAIRMENT - PHYSICAL	
A CLEAR		G VEHICLE / PEDESTRIAN		G		G IMPAIRMENT NOT KNOWN	
B CLOUDY		H OTHER		H		H NOT APPLICABLE	
C RAINING		MOTOR VEHICLE INVOLVED WITH		I		I SLEEPY / FATIGUED	
D SNOWING		A NON-COLLISION		J			
E VISIBILITY		B PEDESTRIAN		K			
F OTHER		C OTHER MOTOR VEHICLE		L			
G WIND		D MOTOR VEHICLE ON OTHER HIGHWAY		M			
LIGHTING		E PARKED MOTOR VEHICLE		N			
A DAYLIGHT		F TRAIN		O			
B DUSK - DAWN		G BICYCLE		OTHER ASSOCIATED FACTOR(S)			
C DARK - STREET LIGHTS		H ANIMAL		(MARK 1 TO 2 ITEMS)			
D DARK - NO STREET LIGHTS				A VC SECTION VIOLATION			
E DARK - STREET LIGHTS NOT FUNCTIONING				B VC SECTION VIOLATION			
ROADWAY SURFACE		I FIXED OBJECT: LIGHT POLE					
A DRY		J OTHER OBJECT:					
B WET							
C SNOWY - ICY							
D SLIPPERY (MUDDY, OILY, ETC.)							
ROADWAY CONDITION(S)		PEDESTRIAN'S ACTIONS					
(MARK 1 TO 2 ITEMS)		A NO PEDESTRIAN INVOLVED					
A HOLES, DEEP RUTS		B CROSSING IN CROSSWALK AT INTERSECTION					
B LOOSE MATERIAL ON ROADWAY		C CROSSING IN CROSSWALK - NOT AT INTERSECTION					
C OBSTRUCTION ON ROADWAY		D CROSSING - NOT IN CROSSWALK					
D CONSTRUCTION - REPAIR ZONE		E IN ROAD - INCLUDES SHOULDER					
E REDUCED ROADWAY WIDTH		F NOT IN ROAD					
F FLOODING							
G OTHER							



DATE OF INCIDENT

TIME (MM)

FILE NUMBER

OFFICER ID

NUMBER

PAGE

012 DAY 06 YR 10 1309 12708 10122 10-12073  
 1 D-1 WAS W/B ON E BERNAL DR. D-1 WAS FACING  
 2 A GREEN LIGHT AND WAS MAKING A RIGHT  
 3 TURN ONTO N MAIN ST GOING N/B.  
 4  
 5 D-1 SAID HER P HOLE RANG SHE LOOKED  
 6 DOWN AT IT FOR A SECOND WAS ABOUT TO  
 7 TURN WHEN THE VEHICLE AHEAD OF  
 8 D-1 STAYED SHE LOST CONTROL AND COLLIDED  
 9 WITH THE LIGHT POLE LOCATED IN THE  
 10 CENTER DIVIDE. D-1'S VEHICLE SEVERED THE  
 11 LIGHT POLE, POLE # 3057. D-1'S VEHICLE  
 12 RECEIVED MAJOR FRONT END DAMAGE, AIR  
 13 BAG DID NOT DEPLOY. D-1 REFUSED TREATMENT  
 14 BY AMB AND WENT TO DOCTORS ON DUTY ON HER OWN.  
 15  
 16 VEHICLE TOWED BY ADVANCED TOWING  
 17 POLE 3057, PUBLIC WORKS DISCONNECTED  
 18 LIGHT POLE AND COMPRISED IT  
 19  
 20 D-1 COMPLAINED OF PAIN TO HER CHEST  
 21 AND SHOULDER FROM THE SEATBELT  
 22 D-1 THOUGHT THE ACCELERATOR PEDAL  
 23 POSSIBLY STUCK. I RECOMMENDED D-1  
 24 INSURENCE TO HAVE IT INSPECTED BY  
 25 WORK FOR MONTEREY COUNTY AND THE VEHICLE  
 26 WAS A COUNTY VEHICLE.

REPORTER'S NAME

ID NUMBER

MO. DAY YEAR

REVIEWER NAME

DAY YEAR

1 Rohn

10122

10-1-10

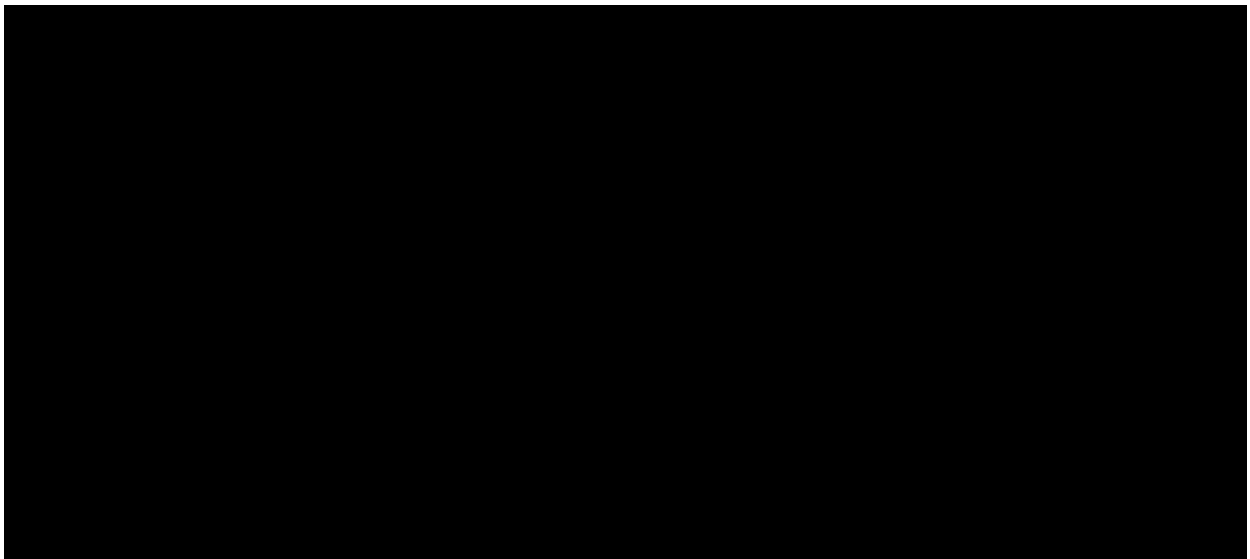


Went to Doctors on Duty on 2/6/11

Pain in upper back and neck area

Bumped head, cut on lip

Received some physical therapy treatment



**\*\*\*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\*\*\***

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

---

**From:** dcpform@ford.com [mailto:dcpform@ford.com]

**Sent:** Wednesday, April 04, 2012 10:01 AM

**To:** Ordcalp, F (F.); Taylor, Alma (A.)

**Cc:** stevecapp@sheehy.com

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

**Dealer/Fleet Request for OGC Review**

4/4/2012



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

**DEALER INFORMATION:**

**Dealership Fleet Name:** Sheehy Ford of Gaithersburg LC

**Requesting Dealer Fleet:** sheehy ford of gaithersburg

**PA Code:** 00664

**Contact Person:** steve capp

**Title:** parts&service director

**Phone Number:** 301-258-1015

**Fax Number:**

**Email:** stevecapp@sheehy.com

**Region:** washington

**Address:** 901 n. frederick ave.

**City:** gaithersburg

**State:** Maryland

**Zip Code:** 20879

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 08-22-2010

**Vehicle Year:** 2010

**Vehicle Model:** Fusion

**Vehicle VIN:** 3FADP0L39AR [REDACTED]

**Mileage:** 19590

**customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** Gaithersburg

**State :** Maryland

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** washington

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2012-03-30

**County incident occurred:** Montgomery

Is customer alleging a component defect CAUSED the incident? YES

**Details:** Customer went to stop behind a friends parked vehicle when suddenly the vehicle accelerated on its own hitting his friends vehicle. The customer claims he was on the brakes but the front wheels were spinning.

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:** Sheehy Ford of Gaithersburg

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** would like the damage to both vehicles repaired and his vehicles problem resolved.

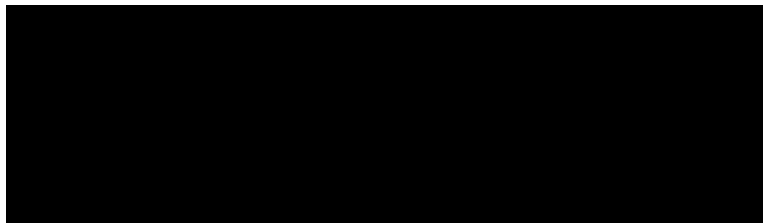
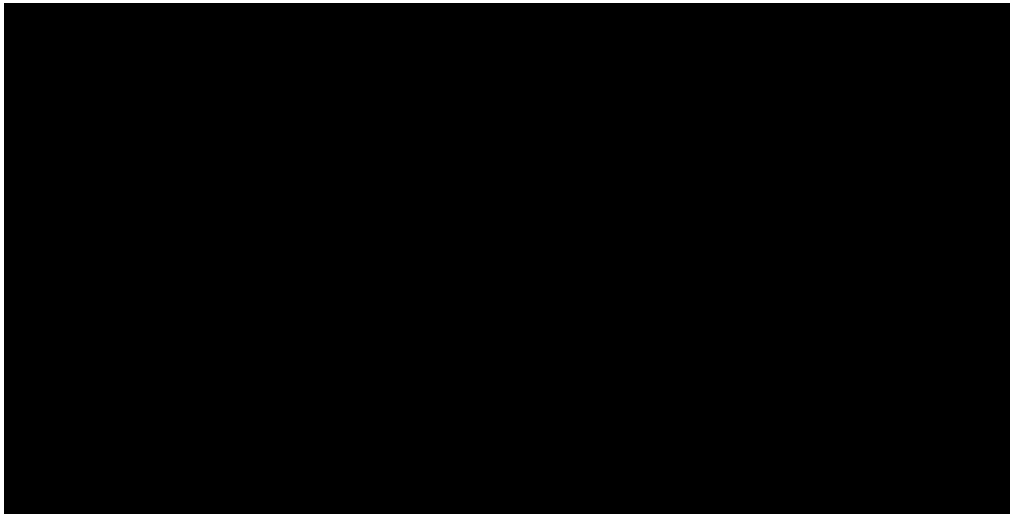
4/4/2012

**Comments:** Sheehy's technician has found nothing wrong with this vehicle

Copyright 2012 Ford Motor Company

4/4/2012

---







**Service of Process  
Transmittal**

08/09/2011

CT Log Number 518968005



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

**RE:** Process Served in California

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

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

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

**DOCUMENT(S) SERVED:** Summons, Complaint, Cover Sheet, Stipulation Form(s), Attachment(s), Cover Sheet Addendum and Statement, Notice(s)

**COURT/AGENCY:** Los Angeles County - Superior Court - Hill Street, CA  
Case #: [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - 2010 Ford Fusion bearing Vehicle Identification no. 3FAHPOHA6AR[REDACTED] - Failure to perform any repairs or replacement of the defective parts

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 08/09/2011 at 14:09

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service

**ATTORNEY(S) / SENDER(S):** Art Kalantarian  
Moses & Kalantarian, LLP  
360 E. Olive Ave.  
Burbank, CA 91502  
818-433-7590

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797397693480  
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

080 LIT 20110612 15:41:30

Page 1 of 1 / FP

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.

DP12-006 001360LC

8/9/11 12:45 PM  
SUM-100

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT: FORD MOTOR COMPANY, a Delaware (AVISO AL DEMANDADO):** Corporation; CLIPPINGER MOTORS, INC., dba CLIPPINGER FORD; and DOES 1 to 25

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUN 30 2011

JUDICIAL CLERK, PROBATE OFFICE, CIVIL  
BY *[Signature]* Deputy Clerk

**YOU ARE BEING SUED BY PLAINTIFF: [REDACTED]**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Superior Court of California  
111 N. Hill St.  
111 N. Hill St.  
Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso)

PC 404630

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):  
Art Kalantarian, Esq. (SBN 229626) (818) 433-7590 (888) 667-5482

MOSESI & KALANTARIAN, LLP  
360 E. Olive Ave.  
Burbank, CA 91502

DATE: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(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.*

- 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): *8/9/11*



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Art Kalantarian, Esq. (SBN 229626) Henrik Mosesi, Esq. (SBN 189672) MOSESI & KALANTARIAN, LLP 360 E. Olive Ave. Burbank, CA 91502 TELEPHONE NO. (818) 433-7590 FAX NO. (888) 667-5482		FOR COURT USE ONLY  <b>CONFORMED COPY</b> <b>ORIGINAL FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES  <b>JUN 30 2011</b>  John A. Clarke, Executive Officer/Clerk BY <i>[Signature]</i> Deputy
ATTORNEY FOR (Name) <span style="background-color: black; color: black;">[REDACTED]</span>		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: 111 N. Hill St. CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		
CASE NAME: Morales v. Ford		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: <span style="background-color: black; color: black;">[REDACTED]</span> JUDGE: <span style="background-color: black; color: black;">[REDACTED]</span> DEPT: <span style="background-color: black; color: black;">[REDACTED]</span>

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 (22) <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 checked="" 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 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</b> (Cal. Rules of Court, rules 3.400-3.403) <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. <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): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use Form CM-015.)

Date: June 30, 2011

Art Kalantarian, Esq. (SBN 229626)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



SHORT TITLE: Morales v. Ford

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 LASC 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. Select 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 Los Angeles Superior Court Local Rule 2.0.

#### Applicable Reasons for Choosing Courthouse Location (See Column C below)

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.<br>2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).<br>3. Location where cause of action arose.<br>4. Location where bodily injury, death or damage occurred.<br>5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.<br>7. Location where petitioner resides.<br>8. Location wherein defendant/respondent functions wholly.<br>9. Location where one or more of the parties reside.<br>10. Location of Labor Commissioner Office. |
|---|--|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 2, 4
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 2, 4 1, 2, 4
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 2, 4
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 2, 4
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1, 2, 3 1, 2, 4	
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, 2, 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



SHORT TITLE <b>Morales v. Ford</b>		CASE NUMBER
<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
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 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 checked="" 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
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 - 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 - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6
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

SHORT TITLE: <b>Morales v. Ford</b>	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
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.
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 (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 9. 2, 6. 2, 9. 2, 8. 2, 8. 2, 8, 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8. 2, 8. 1, 2, 8. 1, 2, 8.
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 <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9. 2, 3, 9. 2, 3, 9. 2. 2, 7. 2, 3, 4, 8. 2, 9.



SHORT TITLE: [REDACTED] v. Ford	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			[REDACTED]
CITY: West Covina	STATE: CA	ZIP CODE: [REDACTED]	Can be filed in the Central District pursuant to LASC Local Rule 2.0(c)

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 Superior Court of California courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).



Dated: June 30, 2011

(SIGNATURE OF ATTORNEY/FILING PARTY)

Art Kalantarian

**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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.

1 Art Kalantarian, Esq. (SBN 229626)  
2 Henrik Mosesi, Esq. (SBN 189672)  
3 MOSESI & KALANTARIAN, LLP  
360 E. Olive Ave.  
4 Burbank, CA 91502  
Telephone: 818-433-7590  
Facsimile: 888-667-5482

CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUN 30 2011

John A. Clarke, Executive Officer/Clerk  
BY [Signature] Deputy  
Victoria Palma

5 Attorney for Plaintiff:  
6 [REDACTED]

7  
8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT  
11

12 [REDACTED]  
13 [REDACTED], an  
14 individual,

15 Plaintiff,

16 vs.

17 FORD MOTOR COMPANY, a Delaware  
18 Corporation; CLIPPINGER MOTORS, INC.,  
dba CLIPPINGER FORD; and DOES 1 to 25,

19 Defendants.  
20  
21  
22

23 Case No.:

COMPLAINT FOR VIOLATION OF THE  
SONG-BEVERLY CONSUMER  
WARRANTY ACT ["ACT"] {Civil Code  
§§1790 et.seq.}

- 24 1. BREACH OF EXPRESS WARRANTY  
OBLIGATION UNDER ACT;
- 25 2. BREACH OF IMPLIED WARRANTY  
OBLIGATION UNDER ACT.

26 UNLIMITED JURISDICTION  
[Amount demanded exceeds \$25,000]  
27  
28

29 Comes now Plaintiff [REDACTED] [referred to herein as

30 "PLAINTIFF"], and alleges as follows:  
31  
32  
33

34 ///

35 ///

**GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

1. Plaintiff [REDACTED] is, and at all times mentioned herein was, an individual residing in the County of Los Angeles, State of California.

2. PLAINTIFF is informed and believes and thereon alleges that Defendant FORD MOTOR COMPANY, is, and at all times herein mentioned was a Delaware Corporation, duly authorized to conduct business in, and conducting business in the County of Los Angeles, State of California.

3. Plaintiff is informed and believes and thereon alleges that Defendant CLIPPINGER MOTORS, INC., DBA CLIPPINGER FORD is, and at all times herein mentioned was, an entity, duly licensed and/or authorized to conduct business in, and conducting business in, the City of El Monte, County of Los Angeles, State of California.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants DOES 1 through 25, inclusive, are unknown to PLAINTIFF, who therefore sues said Defendants by such fictitious names, and PLAINTIFF will seek leave to amend this Complaint to set forth their true names and capacities when same have been ascertained.

5. PLAINTIFF is informed and believes, and thereon alleges, that each of the Defendants designated herein as "DOE" is responsible in some manner for the events and happenings herein referred to and caused injury and damages to PLAINTIFF as herein alleged.

6. PLAINTIFF is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants, and each of them, were the agents, servants, and employees of each their Co-Defendants.

7. PLAINTIFF is informed and believes, and thereon alleges, that in doing the things hereinafter alleged, Defendants, and each of them, were acting in the course and scope of their employment as such agents, servants, and employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and employees.

8. PLAINTIFF is informed and believes and thereon alleges that prior to November 9, 2009, Defendants, FORD MOTOR COMPANY, and DOES 1 through 25, and each of them



1 (hereinafter individually and collectively referred to as "DISTRIBUTOR"), manufactured and/or  
2 distributed, in the United States and the State of California, a consumer good identified as 2010  
3 Ford Fusion, bearing Vehicle Identification Number 3FAHPOHA6AR [REDACTED] (hereinafter  
4 referred to as the "SUBJECT VEHICLE"), for its eventual sale or lease to retail  
5 buyers/consumers.

6 9. At all times mentioned herein, the SUBJECT VEHICLE was, and is, a "new motor  
7 vehicle" as defined in Civil Code §1793.22(e)(2) of the Song-Beverly Consumer Warranty Act,  
8 Civil Code §1790 et seq. (hereinafter referred to as the "ACT"), in that said SUBJECT  
9 VEHICLE was, and is, a new motor vehicle purchased or leased with the DISTRIBUTOR'S new  
10 car warranty.

11 10. On or about November 5, 2009, PLAINTIFF purchased the SUBJECT VEHICLE for  
12 personal, family, and/or household purposed from Defendant CLIPPINGER MOTORS, INC.,  
13 dba CLIPPINGER FORD, AN AUTHORIZED DEALER AND AGENT OF DISTRIBUTOR,  
14 and/or DOES 1 through 25, and each of them (hereinafter individually and collectively referred  
15 to as "DEALER"), a retailer merchant authorized by DISTRIBUTOR to do business in the State  
16 of California on behalf of DISTRIBUTOR, for a total consideration of \$36,620.97.

17 11. DISTRIBUTOR appended to SUBJECT VEHICLE an express written "new car"  
18 warranty in which it warrant to perform any repairs or replacement of parts necessary to ensure  
19 that the SUBJECT VEHICLE and the components therein were free from all defects in material  
20 and workmanship, and to perform any adjustments necessary to maintain the utility of the  
21 SUBJECT VEHICLE and the parts, components, and various engine and/or mechanical system  
22 contained therein, for a period of 36 months / 36,000 miles.

23 12. On or about March 2, 2010 at an odometer reading of 5,654 miles, PLAINTIFF  
24 returned the SUBJECT VEHICLE to an authorized dealer for repairs under the warranties  
25 referenced above, because of defects, nonconformities, maladjustments, or malfunctions relating  
26 to transmission.

27 ///

28 ///

1 13. Subsequently, at least 6 times the SUBJECT VEHICLE exhibited defects,  
2 nonconformities, maladjustments or malfunctions in the same components and/or systems related  
3 to the horn.

4 14. On each occasion on which the SUBJECT VEHICLE exhibited said defects,  
5 nonconformities, maladjustments, or malfunctions, as hereinabove described, PLAINTIFF  
6 notified DISTRIBUTOR through one of its authorized service and repair facilities within a  
7 reasonable time after PLAINTIFF'S discovery thereof.

8 15. On each occasion of notification, PLAINTIFF attempted to invoke the applicable  
9 warranties, demanding that the authorized repair facilities repair such nonconformities pursuant  
10 to the warranties.

11 16. However, DISTRIBUTOR failed to make SUBJECT VEHICLE conform to the  
12 applicable warranties.

13  
14 **FIRST CAUSE OF ACTION**

15 **(Breach of Express Warranty Obligations Under the ACT)**

16 **(Against All Defendants)**

17 17. PLAINTIFF realleges each and every paragraph contained in the GENERAL  
18 ALLIGATIONS set forth hereinabove, and hereby incorporate them by reference as though fully  
19 set forth herein.

20 18. The actions of Defendants, and each of them, in failing to perform the proper repairs,  
21 parts replacements, and/or adjustments to make the SUBJECT VEHICLE conform to the  
22 applicable express warranties constitutes a breach of the express warranties that DISTRIBUTOR  
23 provided PLAINTIFF, thereby breaching Defendants' obligations under the ACT.

24 19. As a result of the actions of Defendants, and each of them, and pursuant to the  
25 provisions of the ACT, PLAINTIFF is entitled to a replacement of the SUBJECT VEHICLE, or  
26 restitution of the amount actually paid or payable under the contract, at PLAINTIFF'S option,  
27 plus prejudgment interest thereon at the legal rate.  
28

1           20. PLAINTIFF will seek leave of the Court to amend this Complaint to set the exact  
2 amount of restitution and interest, upon election, when ascertained.

3           21. As a further result of the actions of Defendants, and each of them, and pursuant to the  
4 ACT, PLAINTIFF has sustained and is entitled to incidental damages in an amount yet to be  
5 determined, plus interest thereon at the legal rate.

6           22. PLAINTIFF will seek leave of the Court to amend this Complaint to set forth the  
7 exact amount of incidental damages when ascertained.

8           23. As a further result of the actions of Defendants, and each of them, and pursuant to the  
9 ACT, PLAINTIFF has sustained and is entitled to consequential damages in an amount yet to be  
10 determined, plus interest thereon at the legal rate.

11           24. PLAINTIFF will seek leave of the Court to amend this Complaint to set forth the  
12 exact amount of consequential damages when ascertained.

13           25. PLAINTIFF is informed and believes and thereon alleges that Defendants, and each  
14 of them, failed to perform the necessary repairs or service in a good and workmanlike manner.

15           26. PLAINTIFF is further informed and believes and thereon alleges that the actions  
16 taken by Defendants, and each of them, were insufficient to make the SUBJECT VEHICLE  
17 conform to the express warranties and/or proper operational characteristics of like vehicles, all in  
18 violation of Defendants' obligations under the ACT.

19           27. PLAINTIFF alleges that Defendants, and each of them, knew of their obligations  
20 under the ACT but intentionally declined to fulfill them.

21           28. PLAINTIFF alleges that reasonable number of repair attempts have been made to  
22 conform the SUBJECT VEHICLE to the applicable express warranted under the Tanner  
23 Consumer Protection Act.

24           29. PLAINTIFF alleges that the failure to make the SUBJECT VEHICLE conform to  
25 said express warranties was willful, justifying an award of a Civil Penalty as provided in the  
26 ACT in an amount not to exceed two (2) times PLAINTIFF'S actual damages.

27           30. On or about April 21, 2011 PLAINTIFF made a demand upon Defendants, and each  
28 of them, for replacement or restitution, pursuant to the ACT.



1 31. Defendants, and each of them, knew of their obligations under the ACT, but  
2 nevertheless, despite PLAINTIFF'S demand, failed and refused to make restitution or  
3 replacement according to the mandates of the ACT.

4 32. The Failure of Defendants, and each of them, to refund the consideration paid and  
5 payable or to replace the SUBJECT VEHICLE with a similar free from defects justifies an award  
6 of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFF'S actual damages, as  
7 provided in the ACT.

8 33. As a direct result of Defendants' actions, and the actions of each of the, and in  
9 pursuing PLAINTIFF'S claim, it was necessary to PLAINTIFF to retain legal counsel.

10 34. Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorney's fees based  
11 upon actual time expended, and to the recovery of all costs and expenses reasonably incurred in  
12 pursuing this matter.

13  
14 **SECOND CAUSE OF ACTION**

15 **(Breach of Implied Warranty of Obligations under the ACT)**

16 **(Against All Defendants)**  
17

18 35. PLAINTIFF realleges each and every paragraph contained in the GENERAL  
19 ALLEGATIONS and incorporates them therein by reference as though fully set forth at length.

20 36. At the time DISTRIBUTOR distributed the SUBJECT VEHICLE into commerce,  
21 and at the time the SUBJECT VEHICLE was acquired by PLAINTIFF, it was impliedly  
22 warranted that the SUBJECT VEHICLE was merchantable as provided in the ACT.

23 37. The SUBJECT VEHICLE was not merchantable as evidenced by the defects,  
24 nonconformities, maladjustments, and/or malfunctions as hereinabove alleged.

25 38. As a result of the actions of Defendants, and each of the, PLAINTIFF has been  
26 damaged in the amount actually paid or payable under the contract, plus prejudgment interest  
27 thereon at the legal rate.  
28

1 39. PLAINTIFF will seek leave to amend this Compliant to set forth the exact amount  
2 thereof at the legal rate.

3 40. As a further result of the actions of Defendants, and each of them, PLAINTIFF has  
4 suffered incidental damages in an amount yet to be determined, plus interest thereon at the legal  
5 rate.

6 41. PLAINTIFF will seek leave of the Court to amend this Compliant to set forth the  
7 exact amount of incidental damages when ascertained.

8 42. As a further result of the actions of Defendants, and each of them, PLAINTIFF has  
9 sustained consequential damages in an amount yet to be determined, plus interest thereon at the  
10 legal rate.

11 43. PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact  
12 amount of consequential damages when ascertained.

13 44. On or about April 21, 2011, PLAINTIFF made a demand upon Defendants, and each  
14 of them, for replacement or restitution, pursuant to the ACT.

15 45. Defendants, and each of them, knew of their obligations under the ACT, but  
16 nevertheless, despite PLAINTIFF'S demand, failed and refused to make restitution or  
17 replacement according to the mandates of the ACT.

18 46. PLAINTIFF alleges that reasonable number of repair attempts have been made to  
19 conform the SUBJECT VEHICLE to the applicable express warranted under the Tanner  
20 Consumer Protection Act.

21 47. The failure of Defendants, and each of them, to refund the consideration paid and  
22 payable or to replace the SUBJECT VEHICLE with a similar vehicle free from defects justifies  
23 an award of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFF'S actual  
24 damages, as provided in the ACT.

25 48. As a direct result of the Defendants actions, and/or the actions of each of them, and in  
26 pursuing PLAINTIFF'S claim, it was necessary for PLAINTIFF to retain legal counsel.  
27  
28

1 49. Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorney's fees based  
2 upon actual time expended, and to the recovery of all costs and expenses reasonably incurred in  
3 pursuing this matter.  
4

5 WHEREFORE, PLAINTIFF prays for judgment against Defendants, and each of them,  
6 as follows:  
7

8 **AS TO THE FIRST AND SECOND CAUSES OF ACTION**  
9

- 10 1. For replacement or restitution, at PLAINTIFF'S option, as required under the ACT,  
11 in amount to be ascertained according to the ACT at the time of the judgment;  
12 2. Payoff of Original Vehicle.  
13 3. For incidental damages, according to proof;  
14 4. For consequential damages, according to proof;  
15 5. For prejudgment interest at the legal rate;  
16 6. For a Civil Penalty as provided in the ACT, in an amount not to exceed two (2) times  
17 the amount of PLAINTIFF'S actual damages;  
18 7. For attorney's fees based upon actual time expended, according to proof;  
19 8. For all costs and expenses of suit incurred; and  
20 9. For such other and further relief as this Court may deem just and proper.  
21

22 DATED: June 29, 2011

MOSESI & KALANTARIAN, LLP

23  
24  
25  
26 By: Art Kalantarian, Attorney for  
Plaintiff [REDACTED]  
27  
28



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE  
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 7.3©). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavín	13	630	Hon. Debre Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Deirdre Hill	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. John P. Shook	53	513
Hon. Zaven V. Sinanian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. <i>Barbara Schepers</i>	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	other		
Hon. Ronald M. Sohigian	41	417			

**\*Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the Outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ JOHN A. CLARKE, Executive Officer/Clerk  
By \_\_\_\_\_ Deputy Clerk

LACIV CCH 190 (Rev. 04/10)  
LASC Approved 05-06

NOTICE OF CASE ASSIGNMENT –  
UNLIMITED CIVIL CASE

Page 1 of 2

## LOS ANGELES SUPERIOR COURT ADR PROGRAMS

### CIVIL

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

### FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

### PROBATE:

- **Mediation**
- **Settlement Conference**

### NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

### COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

### ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURT HOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8566	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)608-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91768	(909)820-3183	(909)829-8283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-8151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-8130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office



## VOLUNTARY EFFICIENT LITIGATION STIPULATION



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.  
(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

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

Date:

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

Date:

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

Date:

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Date:

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(TYPE OR PRINT NAME)

Date:

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

Date:

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

>

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

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

>

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

>

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

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

>

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

>

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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Court's File Stamp
TELEPHONE NO. E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION – DISCOVERY RESOLUTION</b>			

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;



- iii. Be filed within two (2) court days of receipt of the Request; and
    - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
  - c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
  - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
  - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
  5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
  7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
  8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR PLAINTIFF)

✓

(ATTORNEY FOR DEFENDANT)

✓

(ATTORNEY FOR DEFENDANT)

✓

(ATTORNEY FOR DEFENDANT)

✓

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

✓

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

✓

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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserve for Court's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.



SHORT TITLE	CASE NUMBER
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**The following parties stipulate:**

Date:

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Date:

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Date:

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(TYPE OR PRINT NAME)

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

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

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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

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

➤

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

**THE COURT SO ORDERS.**

Date:

\_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
  - ☐ Request for Informal Discovery Conference
  - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

# ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/15/2011 CLOSED	[REDACTED] CLP - CRC SUPPORTS FIELD'S DECISION	3FAHP0HA6AR [REDACTED] 1458213340	2010 FUSION	01
3/15/2011 CLOSED	[REDACTED] DEALER GENERATED INFORMATION ISSUE	3FAHP0HA6AR [REDACTED] 1458213340	2010 FUSION	02
3/14/2011 CLOSED	[REDACTED] CLP - IN - BUYBACK STATE LL	3FAHP0HA6AR [REDACTED] 1458213340	2010 FUSION	09
3/10/2011 CLOSED	[REDACTED] CLP - IN - BUYBACK STATE LL	3FAHP0HA6AR [REDACTED] 1458213340	2010 FUSION	09
3/8/2011 CLOSED	[REDACTED] MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	3FAHP0HA6AR [REDACTED] 1458213340	2010 FUSION	01
12/10/2010 CLOSED	[REDACTED] CLP - IN - SERVICE REPAIR - AT RISK	3FAHP0HA6AR [REDACTED] 1458213340	2010 FUSION	04

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA6AR [REDACTED]  
Name: [REDACTED]  
Symptom Desc:  
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION  
Issue Type: 01 INQUIRY  
Year: 2010  
Owner Status: Original  
Issue Status: CLOSED

Model: FUSION Case: [REDACTED]  
WSD: 2009-11-05  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION

Dealer: 05472 COLLEY

Odometer: 34000 MI

Analyst Name: DEL RIO (MDELRIO6),MILAGRO

Action Date: 03/15/2011

Comm Type: PHONE

Analyst: MDELRIO6

Action Time: 13.05.39.785 Action Data: No

Origin Desc: US CONCERN CASE BASE

## Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

SPOUSE

Comments CUSTOMER SAID: -SPANISH CALLER1-VEH HAS A LEAKING TRANSMISSION-GEARS ARE NOT ENGAGING ON UPSHIFT-LAST WEEK WAS TAKEN TO AN INDEPENDENT GARAGE, NISSAN-WAS GOING TO TAKE THE VEH TO WEST COVINA AND WAS ADVISED BY SA ALBERTO THAT CUST WOULD NEED TO SPEAK WITH SM-CUST IS NOT SEEKING TO HAVE HAVE THE REPLACED.-CUST WAS CALLED FROM FMC AND WAS ADVISED THAT THE CUST COULD DO WHAT SHE WANTED BUT THE VEH DID NOT QUALIFY FOR BUYBACK-TOOK VEH TO DLRSH YESTERDAY-WAS ADVISED TO BRING IT IN TODAY (TUESDAY)-MOST OF THE WORK WAS DONE AT WEST COVINA-WAS ADVISED THAT THEY WOULD NOT WORK ON THE VEH AT CLIPPINGER FORD CUST WAS REDIRECTED TO ANOTHER DLRSH. -CUST IS SEEKING TO HAVE THE VEH REPAIRED.DEALER SAID: COLLEY FORD AUTO CENTER1945 AUTO CENTER DRIVEGLEN DORA CA 91740-6715(909) 592-4131CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)-CCR ADVISED CUST THAT I WOULD RECOMMEND TAKING THE VEH BACK TO THE COLLEY FORD AUTO CENTER TO HAVE THE VEH REPAIRED SINCE THE CLIPPINGER FORD IS REFUSING TO COMPLETE THE REPAIR.-DLRSH INDEPENDENTLY OWNED AND OPERATED.-ADVISED CUST THAT AS LONG AS THERE REPAIR IS DETERMINED TO BE DUE TO FACTORY DEFECT IT WOULD BE COVERED EITHER UNDER HER WARRANTY OR HER ESP-ADVISED CUST THAT ITS POSSIBLE THAT THE ALIGNMENT CONCERN WOULD NOT FALL UNDER WARRANTY AS THAT WOULD BE CONSIDERED A MAINTENANCE ISSUE. 0968 - USA 2009 NEW 60/80,000 PREMIUMCARE W/ROADSIDE STANDARD DEDUCTIBLE: 100 USD EXPIRATION DATE: 11/05/2014 DISTANCE: 60000 RENTAL: 30 UP TO 10 DAYS -ALSO HAS A MAINTENANCE CONTRACT

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA6AR [REDACTED]  
Name: [REDACTED]  
Symptom Desc:  
Reason Desc: DEALER GENERATED INFORMATION ISSUE  
Issue Type: 02 INFORMATION  
Year: 2010  
Owner Status: Original  
Issue Status: CLOSED

Model: FUSION Case: [REDACTED]  
WSD: 2009-11-05  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

## Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09960 CLIPPINGERFORD

Origin Desc: DEALER

Odometer: 30000 MI

Comm Type: VISIT

Analyst Name: MICHAEL ITOW

Analyst: M-ITOW1

Action Date: 03/11/2011

Action Time: 19.03.17.667

Action Data: No

## Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

SPOUSE

Comments CUSTOMER ARRIVED AT 3:40PM TO DEALERSHIP AND STATED CONCERN OF LEAK AND SHIFTING. SERVICE MANAGER OFFERED TO HAVE TECHNICIAN DRIVE WITH CUSTOMER TO DISPLAY SHIFT CONCERN AND CUSTOMER DECLINED TO ROAD TEST WITH TECHNICIAN. DEALERSHIP OFFERED TO RAISE VEHICLE ON A HOIST TO VERIFY ANY LEAKS AND CUSTOMER AGAIN DECLINED TO LET DEALERSHIP EXAMINE VEHICLE.

## Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05472 COLLEY

Origin Desc: DEALER

Odometer: 34892 MI

Comm Type: VISIT

Analyst Name: JOHN LEYVA

Analyst: J-LEYVA1

Action Date: 03/15/2011

Action Time: 10.42.05.252

Action Data: No

Comments CUSTOMER ARRIVED IN MY OFFICE EXPLAINING THAT SHE IS NOT HAPPY WITH HER DEALERSHIP SHE HAS BEEN TAKING HER VEHICLE TO, I DID EXPLAIN THAT WE COULD WORK WITH HER VEHICLE AND THAT WOULD BE HER RESPONSIBILITY SHE WOULD HAVE TO PAY FOR ANYTHING THAT IS COVERED BY FORD WARRANTY FOR WOULD PAY FOR AND IF THERE IS A DEDUCTIBLE SHE WOULD BE RESPONSIBLE FOR. CUSTOMER STATED THAT HER TRANSMISSION IS LEAKING AND IT HAS BEEN REPLACED AND REPAIRS 3 TIME AND THE STEERING WHEEL IS NOT CENTER AND SHE WOULD LIKE ME TO REPAIR ALL THE ITEMS AT NOT COST TO HER SINCE ANOTHER FORD DEALER HAS BEEN WORKING WITH HER VEHICLE. SHE HAS ALREADY REQUESTED A REPLACEMENT VEHICLE AND WAS TOLD NO. I EXPLAINED THAT I COULD WORK WITH A FACTORY DEFECT BUT IF IT IS A WORKMANSHIP ISSUE THEN THERE WOULD BE A CHARGE IF WE HAVE TO ALIGN VEHICLE AND CENTER STEERING WHEEL THAT WOULD BE CONSIDERED AN ADJUSTMENT AND WOULD BE A COST. CUSTOMER STATED THAT ITS THE WORK THAT THE OTHER DEALER DID AND WE SHOULD TAKE CARE OF ALL OF IT. I EXPLAINED AGAIN NO I CANNOT. CUSTOMER RETURNING TO OTHER FORD DEALER.

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA6AR [REDACTED] 8  
Name: [REDACTED]  
Symptom Desc: ENG SPEED-UP SUDDEN ACCEL ALL ENGINE TEMP  
Reason Desc: CLP - IN - BUYBACK STATE LL  
Issue Type: 09 BUYBACK STATE LL  
Year: 2010  
Owner Status: Original  
Issue Status: CLOSED

Model: FUSION Case: [REDACTED]  
WSD: 2009-11-05  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 09960 CLIPPINGERFORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name:

Analyst: C-DAUNT

DAUNT,CHRIS

Action Date: 03/10/2011

Action Time:  
20.01.21.580

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: 09960 CLIPPINGERFORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name:

Analyst: C-DAUNT

DAUNT,CHRIS

Action Date: 03/10/2011

Action Time:  
20.01.21.818

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: 09960 CLIPPINGERFORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name:

Analyst: C-DAUNT

DAUNT,CHRIS

Action Date: 03/14/2011

Action Time:  
20.00.27.546

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: 3FAHP0HA6AR [REDACTED] Year: 2010  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: ENG SPEED-UP SUDDEN ACCELERATION  
Reason Desc: CLP - IN - BUYBACK STATE LL  
Issue Type: 09 BUYBACK STATE LL Issue Status: CLOSED

Model: FUSION Case: [REDACTED]  
WSD: 2009-11-05  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: RAV EVALUATION  
Dealer: 09960 CLIPPINGERFORD  
Odometer: 300000 MI  
Analyst Name: SLIVKOV, SONIA  
Action Date: 03/08/2011

Comm Type: PHONE  
Analyst: SSLIVKOV  
Action Time: 19.44.46.588

Origin Desc: US CONCERN CASE BASE

Action Data: No

## Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship  
SPOUSE

Comments CUSTOMER SAID: +++SPANISH CALL+++CUST IS CALLING VERY ANGRY BECAUSE SHE JUST PICKED UP VEH FROM DEALERSHIP AND THE VEHICLE IS NOT REPAIRED.--SAYS THE VEH STILL HAS SUDDEN ACCELERATION AND PULLING.--THE VEH IS NOT SAFE TO DRIVE.--CUST IS SEEKING A BUYBACK.--VEH HAS HAD MULTIPLE REPAIRS.--CUST HAS WORKED WITH DEALERSHIP, REGIONAL AGENTS AND STILL VEH HAS THE SAME PROBLEM.--CUST WILL RETURN TO DEALER TOMORROW.CRC ADVISED: YOUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S LEMON LAW GUIDELINES FOR REPLACEMENT. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER SERVICE MANAGER WITHIN 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.CUST ADVISED OF ABOVE.BEST DAY TIME [REDACTED]

Action: BB-DOCUMENT ADDITIONAL INFORMATION

Dealer: 09960 CLIPPINGERFORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 30000 MI

Comm Type: OTHER

Analyst Name:  
KENDALL, ROBERT

Analyst: RKENDAL5

Action Date: 03/09/2011

Action Time:  
08.07.57.937

Action Data: No

Comments -DRS, BOB-NOT REQUESTING DEALER REPORT, NOT REQUIRED

Action: MOVE CASE TO CCT FOR HANDLING

Dealer: 09960 CLIPPINGERFORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 30000 MI

Comm Type: OTHER

Analyst Name:  
KENDALL, ROBERT

Analyst: RKENDAL5

Action Date: 03/09/2011

Action Time:  
10.55.43.379

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: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 09960 CLIPPINGERFORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 30000 MI

Comm Type: OUTBOUND MAIL-OTHER

Analyst Name: GRAHAM, SHARON

Analyst: S-GRAH15

Action Date: 03/10/2011

Action Time: 10.43.19.830

Action Data: No

Comments DOESN'T QUALIFY LETTER SENT FEDEX 478293451404

Action: CONCERN ADDRESSED

Dealer: 09960 CLIPPINGERFORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ,MELISSA

Analyst: MCRUZ54

Action Date: 03/10/2011

Action Time: 12.53.33.971 Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
				SPOUSE

Comments OBC TO CUST @ [REDACTED], WIFE) - WAS ABLE TO REACH - ADVISED CUST I AM CALLING REGARDING HER CONTACT WITH FMC - ADVISED CUST REGARDING HER BUYBACK REQUEST, FORD WILL NOT BE MEETING IT - CUST STATES SHE IS STILL HAVING CONCERNS WITH HER VEH: TRANS LEAKING - STATES SHE WILL CONTACT CONSUMER AFFAIRS - CUST THEN ASKED ME WHAT TO DO SINCE HER TRANS WAS LEAKING - ADVISED CUST WE WOULD RECOMMEND HER BRINGING HER VEH TO THE DLRSHIP IF THERE ARE STILL CONCERNS; HOWEVER, THAT IS SOLELY UP TO HER - CUST HUNG UP ON REP - NO FURTHER ACTION REQUIRED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	40
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential



# All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA6AR[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  
 WSD: 2009-11-05  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: PUBLIC-PRIVATE OFFER

Dealer:

Odometer: 300000 MI

Analyst Name: SLIVKOV, SONIA

Action Date: 03/08/2011

Comm Type: PHONE

Analyst: SSLIVKOV

Action Time: 19.45.47.996

Origin Desc: MANUAL - PHONE CSR

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship  
SPOUSE

Comments CRC ADVISED: BUYBACKNO OFFER

Data Element Name

Data Value

GENERAL REASON FOR CRC  
CONTACT:

FINANCIAL ASSISTANCE

PUBLIC-PRIVATE OFFER ACTIONS:

EXCLUDED CALL TYPE  
(LEGAL/BYBACK/ANGRY)

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA6AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2009-11-05  
Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]  
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 12/01/2010

Action: TIER II ESCALATION - MULTIPLE REPAIR  
Dealer: 09960 CLIPPINGERFORD Origin Desc: US CONCERN CASE BASE  
Odometer: 26000 MI Comm Type: PHONE  
Analyst Name: FIGUEROA ARELYS Analyst: AFIGUE27  
Action Date: 11/30/2010 Action Time: 12.43.40.041 Action Data: No

Comments CUSTOMER SAID: \*\*\*\*\*SPANISH CALL\*\*\*\*\* -VEH IS MAKING CRACKING NOISE WHEN VEH IS MOVING-ALSO HAS CHECK ENGINE INDICATOR ON-VEH HAS BEEN TO DLR MULTIPLE TIMES-CUST DOES NOT WANT TO CONTINUE GOING TO DLR FOR REPAIRS-CUST SEEKING REPAIR DEALER SAID: CLIPPINGER FORD 2000 E GARVEY AVE SOUTHWEST COVINA CA 91791(626) 339-6291 CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. \*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-VEH IS WITH CUST-BEST TIME TO CONTACT IS AFTER 4PM-BEST CONTACT NUMBER [REDACTED] ADVISED ABOVE-ADVISED CSP 10B15

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 09960 CLIPPINGERFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 26000 MI Comm Type: PHONE  
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54  
Action Date: 12/01/2010 Action Time: 18.08.58.396 Action Data: No

Comments CSM MELISSA, X 7770 - CASE REVIEW: ONLY VEH ON FILE, LTV OF 42 - ACTIVE PREMCARE AND MAINT PLAN - PER AWS, VERIFIED NO REPAIRS FOR CEL AND 2 CLAIMS FOR A NOISE - PER NHL, REPORT # ACXBY009 - OBC TO S/M MIKE ITOW @ 626-862-9769 - STATES CUST HAS BEEN TO DLR 3 TIMES - STATES CUST IS MORE THAN WELCOME TO BRING VEH BACK TO DLR SHIP - STATED HE WILL PROVIDE CUST A RENTAL/LOANER ONCE CONCERN HAS BEEN DIAGNOSED

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 09960 CLIPPINGERFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 26000 MI Comm Type: PHONE  
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54  
Action Date: 12/01/2010 Action Time: 19.26.55.433 Action Data: Yes

Comments CSM MELISSA, X 7770 - OBC TO CUST @ [REDACTED] - NO ANSWER - LM WITH MY CONTACT INFO ADV I WILL F/U THURS, 12/2 BETWEEN 4-5 PM PST

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-02-2010
TIME OF FOLLOW UP (HH:MM)	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 09960 CLIPPINGERFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 26000 MI Comm Type: PHONE  
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54



Action Date: 12/02/2010

Action Time: 20.01.49.681 Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

L

SPOUSE

Comments CSM MELISSA, X 7770 - OBC TO CUST @ [REDACTED] - SPOKE TO CUSTOMER'S WIFE, [REDACTED] - CUST STATES THERE'S A LIGHT ILLUMINATING IN THE DASH, SHE IS UNSURE OF WHAT IT IS - CUST ALSO STATES THERE'S A NOISE; CUST ALSO UNSURE OF WHAT TYPE OF NOISE IT IS OR WHERE ITS COMING FROM - CUST STATES SHE IS TIRED OF THIS VEH - CUST REQUESTED FOR DLRSHp TO REPLACE HER VEH AND THEY WERE NOT ABLE TO ASSIST HER - CUST STATES SHE IS THE PRIMARY DRIVER OF VEH - I ASKED CUST WHAT SHE WAS SEEKING FROM FMC - CUST THEN ASKED WHAT FORD IS WILLING TO DO FOR HER - ADV CUST FORD'S GOAL IS TO REPAIR THE VEH UNDER THE NVLW - CUST IS NOT SATISFIED WITH US WANTING TO REPAIR IT - STATES SHE DOESN'T WANT TO BRING IT BACK TO THE DLRSHp - CUST STATES SHE'S PAYING ALMOST \$700 A MONTH FOR VEH ON A 5 YR LOAN - CUST IS REQUESTING THAT WE REPLACE HER VEH - ADV CUST WE WILL NOT REPLACE HER VEH AS IT IS OUR GOAL TO REPAIR IT - CUST WANTED TO KNOW IF THERE IS A LIMIT TO US REPAIRING HER VEH - ADV CUST WE WILL CONTINUE REPAIRING HER VEH AS LONG AS SHE GIVES US AN OPPORTUNITY - ADV CUST THAT AT A GIVEN POINT IN TIME, THE WARR AND ESP WILL EXPIRE AND SHE WILL BE RESPONSIBLE FOR REPAIRS - CUST STATES SHE CAN BRING VEH INTO DLRSHp ON TUES, 12/6 - ADV CUST ONCE WE REPAIR VEH AND IF CONCERN RETURNS, I AM WILLING TO REVIEW HER REPLACEMENT REQUEST - REP WILL F/U WITH CUST ON TUES, 12/7

Data Element Name

Data Value

DATE OF FOLLOW UP:

12-07-2010

TIME OF FOLLOW UP (HH:MM):

20:00

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

Dealer: 09960 CLIPPINGERFORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 12/06/2010

Action Time: 17.06.29.446 Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

SPOUSE

Comments RECEIVED IBC FROM CUST - STATES SHE TRIED DROPPING HER VEH OFF AT THE DLRSHp TODAY BUT THEY DIDN'T HAVE A RENTAL VEH AVAIL - I ADV CUST PER OUR CONVERSATION LAST THURS, SHE WAS TO TAKE HER VEH TO THE DLRSHp TOMORROW - CUST STATES SHE'S GOING TO TRY TO BRING HER VEH IN TOMORROW MORNING, IF NOT TAKE IT TO THE DLRSHp IN SAN DIEGO - REP WILL F/U WITH CUST ON WEDS, 12/8

Data Element Name

Data Value

DATE OF FOLLOW UP:

12-08-2010

TIME OF FOLLOW UP (HH:MM):

20:00

Action: ESCALATED HANDLING REQUIRED - REQUESTING CGT-CSM SUPPORT

Dealer: 09960 CLIPPINGERFORD

Origin Desc: DEALER

Odometer: 26000 MI

Comm Type: VISIT

Analyst Name: MICHAEL ITOW

Analyst: M-ITOW1

Action Date: 12/06/2010

Action Time: 18.56.34.482

Action Data: No



Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER'S WIFE [REDACTED] ARRIVED TODAY WITH VEHICLE. TECHNICIAN ROAD TESTED WITH CUSTOMER AND VERIFIED NOISE AND RED FLUID LEAK. SERVICE ADVISOR OFFERED ALTERNATIVE TRANSPORTATION AFTER VERIFICATION OF CONCERNS. WILL CONTACT TECHNICAL ASSISTANCE IF NEEDED TO RESOLVE CUSTOMER'S CONCERNS.

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

Dealer: 09960 CLIPPINGFORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: CRUZ,MELISSA

Analyst: MCRUZ54

Action Date: 12/08/2010

Action Time: 19.18.46.600 Action Data: Yes

Comments CSM MELISSA, X 7770 - OBC TO CUST @ [REDACTED] UNABLE TO REACH CUSTOMER'S WIFE, [REDACTED] - LM WITH MY CONTACT INFO ADV I WILL F/U FRI, 12/10

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-10-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CUSTOMER REFUSES SERVICE

Dealer: 09960 CLIPPINGFORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: CRUZ,MELISSA

Analyst: MCRUZ54

Action Date: 12/10/2010

Action Time: 12.43.53.896 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments RECEIVED IBC FROM [REDACTED], WIFE - ADV CUST OF DLR COMMENTS - CUST STATES SHE DOESN'T WANT TO DEAL WITH HAVING TO GET HER VEH REPAIRED AT THE DLRSH ANYMORE - STATES 6 TIMES IS ENOUGH AND SHE IS GOING TO GET A LAWYER INVOLVED - CUST STATES SHE STILL OWES \$31K ON HER VEH AND HAS A HIGH INTEREST RATE - ADV CUST SHE HAS THE OPTION TO TAKE HER VEH TO ANOTHER DLRSH FOR A 2ND OPINION - CUST STATED SHE DID NOT WANT TO DO THAT - REITERATED THAT SHE'LL BE CONTACTING AN ATTORNEY - REP CLOSING CASE - NO FURTHER ACTION REQUIRED

Ford Confidential

3  
LP

LAW OFFICES OF  
MOSESI & KALANTARIAN, LLP

360 EAST OLIVE AVENUE  
BURBANK, CALIFORNIA 91502

TELEPHONE  
(818) 433-7590  
FACSIMILE  
(888) 667-5482  
EMAIL  
ART@MKLAWLLP.COM  
WEBSITE  
WWW.MKLAWLLP.COM

April 21, 2011

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

RE: VIN# 3FAHPOHA6AR [REDACTED]  
2010 Ford Fusion  
Our Client - [REDACTED]

Dear Sir/Madam,

MOSESI & KALANTARIAN, LLP represent the interests of [REDACTED] concerning his 2010 Ford Fusion. [REDACTED] hereby requests that you comply with California Civil Code, §1793.2 (d)(2), known as California "Lemon Law". This request is made in accordance with the Song-Beverly Consumer Warranty Act, California Civil Code, §1790 et seq. (the Act), and in accordance with Civil Code, §1794(e).

**The Vehicle**

[REDACTED] purchased his 2010 Ford Fusion from Ken Grody Ford Carlsbad in Carlsbad, California on November 5, 2009. The vehicle is registered to [REDACTED] and it was "new" when he purchased it.

**The Problem/Defects**

Since taking possession of this vehicle, [REDACTED] had to take it to an authorized dealer for repairs for at least 7 times for the same problems. Furthermore, the car stayed at the authorized dealers for over 34 days. The majority of the problems are related to the transmission and electrical components. On several occasions the car would slip gears on the freeway.



### **Warranty Repair Refusal**

On March 9, 2011 our client took the car to Clippinger Ford for the same problem related to transmission. The service department refused to accept the vehicle for repairs. Several days later our client returned to Clippinger Ford complaining of the same problem. This time the manager yelled at her and told her that there was no problem with the car, when in fact the transmission was leaking and there were other problems with the car.

Our client called Ford Motor Company customer service for help, but was told that there was nothing Ford could do help her.

### **Nonconformity**

Per California Civil Code, Section 1793.22 (e)(1) "Nonconformity" means nonconformity which substantially impairs the use, value, or safety of the new motor vehicle to the buyer or lessee. The problems with [REDACTED] vehicle are nonconformities due to a malfunction of critical components.

The examination of the service history reveals that these nonconformities substantially impair the use of the vehicle. They also impair the safety of it.

### **Responsibility for the Problem**

The vehicle is under the full manufacturer's warranty. It has only been serviced in Ford authorized repair facilities.

The manufacturer is responsible for this nonconformity. Furthermore, the manufacturer is responsible for refusing the service the vehicle under warranty.

### **Reasonable Number of Repairs**

The vehicle was subject to repairs for the same defect identified above for at least 7 (seven) times. The first visit to Colley Ford was on March 2, 2010 and the vehicle had 5,654 miles on it. We have attached the repair orders in our possession that clearly indicate all problems associated with the vehicle.

### **Presumption of Reasonable Number of Attempts to Repair**

California Civil Code, Section 1793.22 (b)(2) provides that 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 the same nonconformity has been subject to repair four or more times by the manufacturer or its agents or 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.

The vehicle was out of service for more than 30 days within the same statutory period.



It is hereby presumed that that Ford has had reasonable repair attempts to conform this new motor vehicle to the applicable express warranties.

**Conclusion**

Ford has attempted to repair the same problems at least 7 times. At this very moment our client still has the same complaints about his vehicle. Since the defects described above substantially impair the use, value and safety of this vehicle and Ford has had a reasonable number of attempts to repair the defects, we hereby make a claim under the Lemon Law of California.

██████████ would like to receive restitution according to California Civil Code, Section 1793.2 (d)(2)(B). Restitution should include all the fees, taxes, down payment, registration, repair charges, and other charges associated with the use of this vehicle after the first attempt to repair the nonconformity. The full amount of restitution should be determined later.

Please don't hesitate to contact our office if you have further questions or concerns. Thank you for your cooperation.

Very truly yours,



Art Kalantarian  
Attorney At Law

Enclosures:

1. Copy of repair invoices from Ford authorized dealers.
2. Purchase Agreement
3. Registration

CUSTOMER # [REDACTED]

10523



\*INVOICE\*

1945 AUTO CENTRE DRIVE • P.O. BOX 1855  
GLEN DORA, CALIFORNIA 91740-6715  
PHONE (909) 592-4131  
www.colleyford.com



GLEN DORA, CA

PAGE 1

HOME: [REDACTED] CONT [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 64 LARRY FRANCE JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD FUSION	3FAHP0HA6AF [REDACTED]		5654/5654	T4589
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
05NOV09 IS						
05NOV09 DD	13OCT09		17:00 02MAR10			CASH
R.O. OPENED	READY	OPTIONS: ENG:2.5 LITER 2) 64				
10:16 02MAR10	11:46 02MAR10					

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES WHEN ACCEL AT APPROX 40 MPH TRANSMISSION FEELS AS IF  
IT DOES NOT SHIFT INTO GEAR, ALSO INTERM WHEN SHIFTING INTO  
REVERSE IT SHIFTS HARD AND WHEN COMING TO STOPS D

CAUSE: NO PROBLEM FOUND  
NPF NO PROBLEM FOUND  
109 W 0.00 (N/C)

FC: PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:  
2876

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5654 CHECKED EEC NO DTCS OR UPDATES PRESSURES WITHIN SPECS ROAD  
TESTED 18 MILES STREETS AND FREEWAYS CANNOT VERIFY ANY ABNORMAL TRANS  
CONCERNS AT THIS TIME

\*\*\*\*\*



P & A CODE: 05472 #71E087		WE RECOMMEND THE FOLLOWING REPAIRS:		DESCRIPTION		TOTALS
(CHECK [X] APPROPRIATE BOX)		1. _____		LABOR AMOUNT		0.00
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	2. _____		PARTS AMOUNT		0.00
<input type="checkbox"/> PARTS SCRAP OUT		3. _____		GAS, OIL, LUBE		0.00
\$	\$	ORIGINAL ESTIMATE \$ (PARTS & LABOR)	ADD'L REPAIRS OK'D BY	SUBLET AMOUNT		0.00
PARTS	LABOR	AUTHORIZED ADDITIONS \$	X	MISC. CHARGES		0.00
TOTAL		TOTAL \$	DATE TIME	TOTAL CHARGES		0.00
AUTHORIZED SIGNATURE AND DATE		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. X		LESS INSURANCE		0.00
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.		NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		SALES TAX		0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)		X		PLEASE PAY THIS AMOUNT		0.00
Copyright 2000 ADR Inc. SERVICE INVOICE # 5512C				BAR # ARDQ0103848		EPA # CAR000008441

CUSTOMER COPY



COLLEY



CUSTOMER #:

10523

WORKORDER

1945 AUTO CENTRE DRIVE P.O. BOX 1855  
 GLENDORA, CALIFORNIA 91740-6715  
 PHONE (909) 592-4131  
 www.colleyford.com

PAGE 1



HOME: [REDACTED] CONT: [REDACTED]  
 BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 64 FRANCE JR, LARRY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	10	FORD FUSION	3FAHP0HA6A[REDACTED]		5654/	T4589	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
5NOV09 IS							
5NOV09 DD	13OCT09		17:00 02MAR10			CASH	
R.O. OPENED		READY	OPTIONS: ENG:2.5 LITER 2) 64				
02MAR2010 10:16							

LINE	OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
1	A	6	W	CUSTOMER STATES WHEN ACCEL AT APPROX 40 MPH TRANSMISSION FEELS AS IF IT DOES NOT SHIFT INTO GEAR, ALSO INTERM WHEN SHIFTING INTO REVERSE IT SHIFTS HARD AND WHEN COMING TO STOPS D   CC: P09



DISCLAIMER OF WARRANTIES: Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. PROPOSITION 65 WARNING FOR PARTS & SERVICE: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean, or maintain your motor vehicle, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your motor vehicle, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining, or cleaning your vehicle: 1) work in a well-ventilated area; 2) do not smoke, drink, or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs hereto. Any limitation contained herein does not apply where prohibited by law. If vehicle is not picked up within 24 hours of completion a storage fee of \$25.00 can be charged.

X

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

Revised Estimate Parts	Labor	Totals	Phone #
Date	Time	FAX #	BY
Revision Details	E-mail		
In Person			
Revised Estimate Parts	Labor	Totals	Phone #
Date	Time	FAX #	BY
Revision Details	E-mail		
In Person			

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

(Signature or initials)

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

Notice to Consumer: Please read important information on back.

Copyright 2000 AOP, Inc. SERVICE WORKORDER # 826332

CUSTOMER COPY

BAR # ARD00103848

EPA# CAR000008441

DP12-006 001401LC



CUSTOMER #: [REDACTED]

10522



\*INVOICE\*

1945 AUTO CENTRE DRIVE P.O. BOX 1855  
GLENORA, CALIFORNIA 91740-6715  
PHONE (909) 592-4131  
www.colleyford.com

GLENORA, CA

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 64 LARRY FRANCE JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD FUSION	3FAHP0HA6AR[REDACTED]		5654/5654	T4589
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
05NOV09 IS						
05NOV09 DD	13OCT09		17:00 02MAR10			CASH
R.O. OPENED	READY	OPTIONS: ENG:2.5 LITER 2) 64				
10:11 02MAR10	11:47 02MAR10					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
A GOLD SERVICE OIL AND FILTER CHANGE MOTORCRAFT OIL AND FILTER, LUBE SUSPENSION, LUBE HINGES, TOP OFF ALL FLUIDS UPTO 1QRT, MULTI-POINT INSPECTION CHECK TIRE PRESSURE AND SET PRESSURE, ROTATE TIRES AND INSPECT BRAKES AND REPORT CONDITION TEST BATTERY, INSPECT COOLING SYSTEM HOSES, INSPECT AIR FILTER, VISUALLY INSPECT BRAKE LIGHTS AND HEAD LIGHT OPERATION							
CAUSE: MAINTANANCE							
1 CUSTOMER DECLINED SERVICE							
199 CPF 0.00							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
*****							
B							
B PERFORM MULTI-POINT INSPECTION							
CAUSE: MULTI-POINT INSPECT							
1 NO WORK DONE							
199 CPF 0.00							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
*****							
EST: 45.00 02MAR10 10:11 SA: 64							

P & 4 CODE: 05472 471E067			WE RECOMMEND THE FOLLOWING REPAIRS:		DESCRIPTION		TOTALS
(CHECK (✓) APPROPRIATE BOX)			1. _____		LABOR AMOUNT	0.00	
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT	2. _____		PARTS AMOUNT	0.00	
5 \$ _____			3. _____		GAS, OIL, LUBE	0.00	
PARTS _____			ORIGINAL ESTIMATE \$ _____	ADD'L REPAIRS OK'D BY _____	SUBLET AMOUNT	0.00	
LABOR _____			AUTHORIZED ADDITIONS \$ _____	X _____	MISC. CHARGES	0.00	
TOTAL _____			TOTAL \$ _____	DATE _____ TIME _____	TOTAL CHARGES	0.00	
AUTHORIZED SIGNATURE AND DATE _____			I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. X _____		LESS INSURANCE	0.00	
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.			NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		SALES TAX	0.00	
TS/GRDI DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) _____			X _____		PLEASE PAY THIS AMOUNT	0.00	
Copyright 2000 FORD MOTOR SERVICE INVOICE #2 43432			CUSTOMER COPY		BAR # ARD00103848	EPA# CAR000008441	





# SERVICE

PARTS & SERVICE HOURS  
MONDAY - FRIDAY  
7:00 A.M. to 6:00 P.M.  
SATURDAY  
8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
WEST COVINA, CA 91791-1191  
(626) 339-6291



Quality Fleet Care



04011

CUSTOMER NO.	77000	ADVISOR	ALBERTO	TAG NO.	2225	A68	INVOICE DATE	03/31/10
LABOR RATE		LICENSE NO.		MILEAGE	6,306	GRAY STONE/	STOCK NO.	
YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN I4 SE FWD			DELIVERY DATE		DELIVERY MILES		
VEHICLE I.D. NO.	3FAHP0HA6AR			SELLING DEALER NO.		PRODUCTION DATE		
R.T.E. NO.		P.O. NO.		R.O. DATE	03/15/10			
RESIDENCE PHONE		BUSINESS PHONE		COMMENTS	MILEAGE OUT MO: 6320			

LABOR & PARTS  
J# 1 06FQZ

AUTO TRANS WORK 1  
TECH(S):869  
CUSTOMER STATES VEHICLE JERKING AND CLUNK NOISE WHEN  
SHIFTING, CHECK AND ADVISE.  
DIAG. TRANSMISSION, TRANSMISSION SLIPPING ON 2-3 AND 3-4  
AND 5-3 SHIFT, SLIPPING ON ACCELERATION WHEN HOT, EEC TEST  
NO CODES, CHECK FLUID FLUID BURNED AND CONTAMINATED,  
INTERNAL PROBLEM RUN OASIS, FOUND SSM 21251, UPDATE VALVE  
BODY R+R TRANS, FOUND VALVE BODY FAILED CAUSING O.D DIRECT  
CLUTCHES TO BURN, VALVE BODY TO BACK ORDER.  
DO COST CAP TOLL, RECOMMEND TO REPLACE TRANSMISSION,  
REPLACE TRANSMISSION WITH EXCHANGE FLUSH COOLER LINES, REPO  
GRAM PCM PERFORM TEST DRIVE STRATEGY, REFILL TRANSMISSION  
TEST AND ROADTEST OK NOW.

WARRANTY

**NOTICE TO CONSUMER:**  
PLEASE READ IMPORTANT  
INFORMATION ON BACK.

PARTS AND LABOR LIMITED WARRANTY  
(SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO  
CLIPPINGER FORD FOR ADJUSTMENTS.  
PLEASE READ LIMITED WARRANTY ON  
BACK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	9E5Z-7000-M	AUTOMATIC TRAN	
JOB # 1	1	9E5Z-7000-M	CORE RETURN	
JOB # 1	1	ALLOWANCE		
JOB # 1	4	XT-10-QLVC	OIL - AUTOMATI	

JOB # 1 TOTAL PARTS

0.00

JOB # 1 TOTAL LABOR & PARTS

0.00

SUBLET	PO#	VENO INV#	INV DATE	DESCRIPTION
JOB # 1	R03400	R03400	03/31/10	ESP RENTAL - FORD 500

TOTAL - SUBLET

WARRANTY  
0.00

TOTALS

\*\*\*\*\*  
\*\*\*\*\* BAR# AB23217 \*\*\*\*\*  
\*\*\*\*\* Thank you for choosing CLIPPINGER FORD for your \*\*\*\*\*  
\*\*\*\*\* vehicle needs. If for any reason you are not \*\*\*\*\*  
\*\*\*\*\* COMPLETELY \*\*\*\*\*  
\*\*\*\*\* SATISFIED \*\*\*\*\*  
\*\*\*\*\* please call or see your service advisor or \*\*\*\*\*  
\*\*\*\*\* ask to speak to the service manager, \*\*\*\*\*  
\*\*\*\*\* --THANK YOU FOR YOUR PATRONAGE-- \*\*\*\*\*  
\*\*\*\*\*

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

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### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 6:00 P.M.  
 SATURDAY  
 8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



040117

CUSTOMER NO. <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225</b>	INVOICE DATE <b>03/31/10</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>6,306</b>	COLOR <b>GRAY STONE/</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES	STOCK NO.
<b>GLENDORA, CA</b>	VEHICLE I.D. NO. <b>3EAHP0HA6AR</b>	SELLING DEALER NO.	PRODUCTION DATE	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE <b>03/15/10</b>	MILEAGE OUT
[REDACTED]				<b>MO: 6320</b>

TOTALS-----  
 \*\*\*\*\* BAR# AB232117 EPA# CAD981446271 \*\*\*\*\*  
 \*\*\*\*\* Thank you for choosing CLIPPINGER FORD for your \*\*\*\*\*  
 \*\*\*\*\* vehicle needs. If for any reason you are not \*\*\*\*\*  
 \*\*\*\*\* COMPLETELY \*\*\*\*\*  
 \*\*\*\*\* SATISFIED \*\*\*\*\*  
 \*\*\*\*\* please call or see your service advisor or \*\*\*\*\*  
 \*\*\*\*\* ask to speak to the service manager. \*\*\*\*\*  
 \*\*\*\*\* --THANK YOU FOR YOUR PATRONAGE-- \*\*\*\*\*  
 \*\*\*\*\*

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>

**NOTICE TO CONSUMER:**  
**PLEASE READ IMPORTANT**  
**INFORMATION ON BACK.**  
 PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)  
 VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

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

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THIS IS A TWO PART REPAIR ORDER





### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 6:00 P.M.  
 SATURDAY  
 8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



04011

CUSTOMER NO. <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225 A68</b>	INVOICE DATE <b>03/31/10</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>6,306 GRAY STONE/</b>	COLOR
GLENDORA, CA	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. <b>3FAHP0HA6AR</b>	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	R.O. DATE <b>03/15/10</b>	RELEASE OUT	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		MO: 6320

#### LABOR & PARTS

J# 1 06FOZ AUTO TRANS WORK 1 TECH(S):869  
 CUSTOMER STATES VEHICLE JERKING AND CLUNK NOISE WHEN  
 SHIFTING. CHECK AND ADVISE.  
 DIAG. TRANSMISSION, TRANSMISSION SLIPPING ON 2-3 AND 3-4  
 AND 5-3 SHIFT, SLIPPING ON ACCELERATION WHEN HOT. EEC TEST  
 NO CODES, CHECK FLUID FLUID BURNED AND CONTAMINATED.  
 INTERNAL PROBLEM RUN OASIS, FOUND SSM 21251, UPDATE VALVE  
 BODY R+R TRANS, FOUND VALVE BODY FAILED CAUSING O.D DIRECT  
 CLUTCHES TO BURN, VALVE BODY TO BACK ORDER.  
 DO COST CAP TOLL, RECOMMEND TO REPLACE TRANSMISSION.  
 REPLACE TRANSMISSION WITH EXCHANGE FLUSH COOLER LINES, REPRO  
 GRAM PCM PERFORM TEST DRIVE STRATEGY, REFILL TRANSMISSION  
 TEST AND ROADTEST OK NOW.

#### WARRANTY

#### NOTICE TO CONSUMER:

PLEASE READ IMPORTANT  
 INFORMATION ON BACK.

PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	9ESZ-7000-M	AUTOMATIC TRAN	
JOB # 1	-1	9ESZ-7000-M	CORE RETURN	
JOB # 1	1	ALLOWANCE		
JOB # 1	4	KT-10-QLVC	OIL - AUTOMATI	

JOB # 1 TOTAL PARTS

0.00

JOB # 1 TOTAL LABOR & PARTS

0.00

#### J# 2+10FOZ2

#### ELECT SYS WORK 3

TECH(S):869

#### WARRANTY

Added Operation (VIVIAN @ 03/31/2010 14:43)

SERVICE TAP DAYS  
 SERVICE TAP DAYS

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

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION
JOB # 1	R03400	R03400	03/31/10	ESP RENTAL - FORD 500	

TOTAL SUBLET

WARRANTY 0.00

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### SERVICE

PARTS & SERVICE INCLUDE:  
 MONDAY - FRIDAY  
 7:00 A.M. to 6:00 P.M.  
 SATURDAY  
 8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



04011

CUSTOMER NO. <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225</b>	INVOICE DATE <b>04/23/10</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>7,430</b>	COLOR <b>GRAY STONE</b>
GLENDORA, CA	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. <b>3FAHP0HA6AR</b>	SELLING DEALER NO.	PRODUCTION DATE	
	P.T.E. NO.	P.O.	R.O. DATE <b>04/20/10</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MILEAGE OUT <b>MG: 7430</b>	

**LABOR & PARTS**  
 JOB # 1 15FOZCKOILLEAK CK OIL LEAK TECH(S):869  
 CUSTOMER STATES VEHICLE LEAKING OIL AND SMOKING.  
 CHECK AND ADVISE.  
 PERFORM INSPECTION AND FOUND LEAKI BETWEEN TRANS-CASE.  
 RESILICONE BOLTS, TEST AND RETEST OK NOW.

WARRANTY

**NOTICE TO CONSUMER:**  
 PLEASE READ IMPORTANT  
 INFORMATION ON BACK.

PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)

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

JOB # 2 01FOZ MAINTENANCE TECH(S):74431  
 Added Operation (ALBERT @ 04/20/2010 15:08)  
 PERFORM 7500 MILES SERVICE PER MAINTENANCE PLAN.  
 PERFORMED 7500 MILES SERVICE PER MAINTENANCE PLAN.

WARRANTY

VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	FL-910	FILTER ASY - 0		
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

JOB # 3 01FOZ99P MULTIPPOINT 99P TECH(S):74431  
 Added Operation (ALBERT @ 04/20/2010 15:08)  
 MULTIPPOINT INSPECTION.  
 CHECK TIRE PRESSURE, CHECK FLUID LEVELS, VEHICLE WALK-AROUND  
 CHECK HORN LIGHTS ETC. CK WIPER BLADES AND TEST BATTERY  
 YES, I HAVE DONE THE VEHICLE WALKAROUND WITH MY ADVISOR  
 AND HAVE BEEN GIVEN A COPY OF MY REPORT

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

SUBLET	PC#	VEND INV#	INV DATE	DESCRIPTION	WARRANTY
JOB # 1	R03414	R03414	04/23/10	BLUE ESCAPE RENTAL ESP	
				TOTAL - SUBLET	0.00

G.O.G. & SUPPLIES	QTY	UNIT	PRICE	WARRANTY
JOB # 2	5.0	MOTORCRAFT MOTOR OIL @	/UNIT	
			TOTAL - GOG	0.00

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THIS IS A TWO PART REPAIR ORDER





# SERVICE

PARTS & SERVICE HOURS  
MONDAY - FRIDAY  
7:00 A.M. to 6:00 P.M.  
SATURDAY  
8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
WEST COVINA, CA 91791-1191  
(626) 339-6291



Quality Fleet Care



04015

CUSTOMER NO. <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225 A77</b>	INVOICE DATE <b>04/23/10</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>7,430 GRAY STONE</b>	COLOR
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES	
GLENDORA, CA	VEHICLE ID NO. <b>3FAHP0HA6AR</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	R.O. DATE <b>04/20/10</b>			
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 7436

## TOTALS

## NOTICE TO CONSUMER:

PLEASE READ IMPORTANT INFORMATION ON BACK.

\*\*\*\*\* BAR# AB232117 EPA# CAD981446271 \*\*\*\*\*  
 \*\*\*\*\* Thank you for choosing CLIPPINGER FORD for your \*\*\*\*\*  
 \*\*\*\*\* vehicle needs. If for any reason you are not \*\*\*\*\*  
 \*\*\*\*\* COMPLETELY \*\*\*\*\*  
 \*\*\*\*\* SATISFIED \*\*\*\*\*  
 \*\*\*\*\* please call or see your service advisor or \*\*\*\*\*  
 \*\*\*\*\* ask to speak to the service manager. \*\*\*\*\*  
 \*\*\*\*\* --THANK YOU FOR YOUR PATRONAGE-- \*\*\*\*\*  
 \*\*\*\*\*

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

PARTS AND LABOR LIMITED WARRANTY (SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO CLIPPINGER FORD FOR ADJUSTMENTS. PLEASE READ LIMITED WARRANTY ON BACK.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

\*\*\*\*\*

THANK YOU

THIS IS A TWO PART REPAIR ORDER





### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 8:00 P.M.  
 SATURDAY  
 8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



0401

VEHICLE NO.	77000	ADVISOR	ALBERTO	TAG NO.	2225	A77	INVOICE DATE	04/23/10	INVOICE NO.	
		LABOR RATE		LICENSE NO.			COLOR	7,430 GRAY STONE/	STOCK NO.	
							DELIVERY DATE		DELIVERY MILES	
GLENDORA, CA		YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN I4 SE FWD				SELLING DEALER NO.		PRODUCTION DATE	
		VEHICLE I.D. NO.	3FAHP0HA6AR							
		F.T.E. NO.		P.O. NO.			DATE	04/20/10		
		COMMENTS							MO: 7430	

#### LABOR & PARTS

J# 1 15FOZCKOILLEAK CK OIL LEAK  
 CUSTOMER STATES VEHICLE LEAKING OIL AND SMOKING.  
 CHECK AND ADVISE.  
 PERFORM INSPECTION AND FOUND LEAK BETWEEN TRANS-CASE.  
 RESILICONE BOLTS, TEST AND RETEST OK NOW.

TECH(S):869

WARRANTY NOTICE TO CONSUMER:  
 PLEASE READ IMPORTANT  
 INFORMATION ON BACK

PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	FL-910	FILTER ASY - O	

JOB # 1 TOTAL PARTS

WARRANTY VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

JOB # 1 TOTAL LABOR & PARTS

J# 2+01F0Z MAINTENANCE  
 Added Operation (ALBERT @ 04/20/2010 15:08)  
 PERFORM 7500 MILES SERVICE PER MAINTENANCE PLAN.  
 PERFORMED 7500 MILES SERVICE PER MAINTENANCE PLAN.

TECH(S):74431

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2				

JOB # 2 TOTAL PARTS

0.00

JOB # 2 TOTAL LABOR & PARTS

0.00

J# 3+01F0Z99P MULTISYN (N) 99P  
 Added Operation (ALBERT @ 04/20/2010 15:08)  
 MULTISYN INSPECTION.  
 CHECK TIRE PRESSURE, CHECK FLUID LEVELS, VEHICLE WALK-AROUND  
 CHECK HORN LIGHTS ETC. CK WIPER BLADES AND TEST BATTERY.  
 YES, I HAVE DONE THE VEHICLE WALK-AROUND WITH MY ADVISOR  
 AND HAVE BEEN GIVEN A COPY OF MY REPORT

TECH(S):74431

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3				

JOB # 3 TOTAL PARTS

0.00

JOB # 3 TOTAL LABOR & PARTS

0.00

SUBLET	PO#	VEND INVT	DATE	DESCRIPTION
JOB # 1	R03414	R03414	04/23/10	BLUE ESCAPE RENTAL ESP

TOTAL - SUBLET

WARRANTY 0.00

G.O.G. & SUPPLIES	QTY	DESCRIPTION	UNIT PRICE
JOB # 2	5.0	MOTORCRAFT MOTOR OIL	@ /UNIT

TOTAL - GOG

WARRANTY 0.00

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### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 6:00 P.M.  
 SATURDAY  
 8:00 A.M. to 3:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



04011

CUSTOMER NO.	77000	ADVISOR	ALBERTO	TAG NO.	2225 A77	INVOICE DATE	04/23/10
		LABOR RATE		LICENSE NO.		COLOR	GRAY STONE/
					7,430	DELIVERY DATE	
GLENDORA, CA		YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN I4 SE FWD			STOCK NO.	
		VEHICLE I.D. NO.	3 FAHP0HA6AR			DELIVERY MILES	
		F.T.E. NO.		P.O. NO.		LLING DEALER NO.	PRODUCTION DATE
						04/20/10	
		COMMENTS				MILEAGE OUT	MO: 7430

### TOTALS

\*\*\*\*\*  
 \*\*\*\*\* BAR# AB232117 EPA# CAD981446271 \*\*\*\*\*  
 \*\*\*\*\* Thank you for choosing CLIPPINGER FORD for your \*\*\*\*\*  
 \*\*\*\*\* vehicle needs. If for any reason you are not \*\*\*\*\*  
 \*\*\*\*\* COMPLETELY \*\*\*\*\*  
 \*\*\*\*\* SATISFIED \*\*\*\*\*  
 \*\*\*\*\* please call or see your service advisor or \*\*\*\*\*  
 \*\*\*\*\* ask to speak to the service manager. \*\*\*\*\*  
 \*\*\*\*\* --THANK YOU FOR YOUR PATRONAGE-- \*\*\*\*\*  
 \*\*\*\*\*

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

### NOTICE TO CONSUMER:

PLEASE READ IMPORTANT INFORMATION ON BACK

PARTS AND LABOR LIMITED WARRANTY (SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO CLIPPINGER FORD FOR ADJUSTMENTS. PLEASE READ LIMITED WARRANTY ON BACK.

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CUSTOMER SIGNATURE



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### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. TO 6:00 P.M.  
 SATURDAY  
 8:00 A.M. TO 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



04017

CUSTOMER NO <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225</b>	INVOICE DATE <b>11/16/10</b>	INVOICE NO [REDACTED]
GLENDORA, CA	LABOR RATE	LICENSE NO <b>23,559</b>	COLOUR <b>GRAY STONE</b>	DELIVERY MILES
	VEHICLE / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	VEHICLE ID NO <b>3FAHP0HA6AR</b>	SELLING DEALER NO	PRODUCTION DATE
	RESIDENCE PHONE	BUSINESS PHONE	Q. DATE <b>11/05/10</b>	MILEAGE

#### LABOR & PARTS

**J# 1 06FOZ** AUTO TRANS WORK 1 TECH(S):869  
 CUSTOMER STATES VEHICLE SHAKES WHEN DRIVING AND CLUNK  
 NOISE WHEN SHIFT ON REVERSE, CHECK AND ADVISE  
 DIAGNOSIS TRANSMISSION ROAD TEST ALL SHIFT SCHEDULE AND TI  
 MING OK. EEC TEST NO CODES CK FLUID LEVEL, LEVEL LOW,  
 RAISE VEHICLE FOUND TRANSMISSION LEAKING AT RIGHT AXLE SEAL.  
 REPLACE RIGHT AXLE SEAL REFILL TRANSMISSION, TEST AND ROAD  
 TESTR OK NOW.

WARRANTY

MO: 23559  
**NOTICE TO CONSUMER:**  
**PLEASE READ IMPORTANT**  
**INFORMATION ON BACK.**

PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	9L8Z-1177-BA	SEAL	
JOB # 1	1	XT-10-QLVC	OIL - AUTOMATI	

WARRANTY

JOB # 1 TOTAL PARTS

0.00

JOB # 1 TOTAL LABOR & PARTS

0.00

**J# 2 01FOZ** TIREPRESS TIRE PRESSURE CHECK TECH(S):869  
 TIRE PRESSURE CHECK AND INFLATE SERVICE  
 CHECK 4 TIRES AND INFLATE TO SPECIFICATION  
 TIRE PRESSURE INSPECTION & INFLATION  
 TIRES INFLATED TO (PSI)  
 RIGHT FRONT 32  
 LEFT FRONT 32  
 RIGHT REAR 32  
 LEFT REAR 32

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2				

JOB # 2 TOTAL PARTS

0.00

JOB # 2 TOTAL LABOR & PARTS

0.00

**J# 3 01FOZ** MAINTENANCE TECH(S):32914  
 Added Operation (ALBERT @ 11/05/2010 11:28)  
 PERFORM 22500 MILES PER MAINTENANCE PLAN.  
 PERFORMED 22500 MILES SERVICE PER MAINTENANCE PLAN.

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1	FL-910S	FILTER ASY - 0	

WARRANTY

JOB # 3 TOTAL PARTS

0.00

JOB # 3 TOTAL LABOR & PARTS

0.00

**J# 4 01FOZ99P** MULTIPOINT 99P TECH(S):32914  
 Added Operation (ALBERT @ 11/05/2010 11:28)  
 MULTIPOINT INSPECTION.  
 CHECK TIRE PRESSURE, CHECK FLUID LEVELS, VEHICLE WALK-AROUND  
 CHECK HORN LIGHTS ETC. CK WIPER BLADES AND TEST BATTERY  
 YES, I HAVE DONE THE VEHICLE WALKAROUND WITH MY ADVISOR  
 AND HAVE BEEN GIVEN A COPY OF MY REPORT

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 4				

JOB # 4 TOTAL PARTS

0.00

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THIS IS A TWO PART REPAIR ORDER





# SERVICE

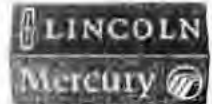
PARTS & SERVICE HOURS  
MONDAY - FRIDAY  
7:00 A.M. TO 6:00 P.M.  
SATURDAY  
8:00 A.M. TO 3:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
WEST COVINA, CA 91791-1191  
(626) 339-6291



Quality Fleet Care



04013

CUSTOMER NO <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO <b>2225</b>	INVOICE DATE <b>11/16/10</b>	INVOICE NO [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO	RELEASE <b>A45</b>	COLOR <b>23,559 GRAY STONE</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES	
<b>GLENDORA, CA</b>	VEHICLE ID NO <b>3EAHP0HA6AB</b>	SELLING DEALER NO	PRODUCTION DATE	
[REDACTED]	PT E NO	R.O. DATE <b>11/05/10</b>	MESSAGE OUT	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 23559

JOB # 5+29F0Z8B RENT CAR TAP  
 Added Operation (ALBERT @ 11/16/2010 15:50)  
 I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL CHARGES TO RENTAL  
 EXCEPT FOR RULE COVERAGE UNDER MY FORD E.S.P. PLAN-CUST SIGN  
 TAP RENTAL  
 PROVIDED RENTAL CAR.

**NOTICE TO CONSUMER:**  
PLEASE READ IMPORTANT  
INFORMATION ON BACK.

PARTS AND LABOR LIMITED WARRANTY  
(SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO  
CLIPPINGER FORD FOR ADJUSTMENTS  
PLEASE READ LIMITED WARRANTY ON  
BACK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 4 TOTAL LABOR & PARTS				0.00
TECH(S):69				0.00
JOB # 5 TOTAL PARTS				0.00
JOB # 5 TOTAL LABOR & PARTS				0.00
SUBLET	PO#	VEND INV#	INV DATE-DESCRIPTION	
JOB # 1	R03492	R03492	11/16/10 WHITE FOCUS RENTAL ESP	WARRANTY
JOB # 5	R03492	R03492	11/16/10 TAP RENTAL	WARRANTY
TOTAL - SUBLET				0.00
G.O.G. & SUPPLIES				
JOB # 3	5.0	MOTORCRAFT MOTOR OIL	@ /UNIT	WARRANTY
TOTAL - GOG				0.00
MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # 1		GAS GAS / DIESEL FUEL		15.80
TOTAL - MISC				15.80

ESTIMATE  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$15.80 (+TAX)  
 TECHNICIAN CERTIFICATION  
 69 ROAD TESTER 5848

TOTALS  
 \*\*\*\*\*  
 BAR# A8232117 EPA# CAD981446271 \*\*\*\*\*  
 Thank you for choosing CLIPPINGER FORD for your \*\*\*\*\*  
 vehicle needs. If for any reason you are not \*\*\*\*\*  
 COMPLETELY \*\*\*\*\*  
 SATISFIED \*\*\*\*\*  
 please call or see your service advisor or \*\*\*\*\*  
 ask to speak to the service manager. \*\*\*\*\*  
 --THANK YOU FOR YOUR PATRONAGE-- \*\*\*\*\*

TOTAL LABOR... 0.00  
 TOTAL PARTS... 0.00  
 TOTAL SUBLET... 0.00  
 TOTAL G.O.G... 0.00  
 TOTAL MISC CHG... 15.80  
 TOTAL MISC DISC... 0.00  
 TOTAL TAX... 0.00

TOTAL INVOICE \$ 15.80

PAID  
NOV 16 2010

BY: *Cash*

THANK YOU

CUSTOMER SIGNATURE





### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 5:00 P.M.  
 SATURDAY  
 8:00 A.M. to 2:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



04011

CUSTOMER NO. <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225</b>	INVOICE DATE <b>11/16/10</b>
	LABOR RATE	LICENSE NO.	COLOR <b>23,559 GRAY STONE/</b>
	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES
GLENDORA, CA	VEHICLE I.D. NO. <b>3FAHP0HA6AR</b>	SELLING DEALER NO.	PRODUCTIVITY DATE
	P.T.E. NO.	P.O. DATE <b>11/05/10</b>	REPRINT# <b>1</b>
COMMENTS			MO: <b>23578</b>

#### LABOR & PARTS

J# 1 06F0Z AUTO TRANS WORK 1 TECH(S):869  
 CUSTOMER STATES VEHICLE SHAKES WHEN DRIVING AND CLUNK  
 NOISE WHEN SHIFT ON REVERSE, CHECK AND ADVISE  
 DIAGNOSIS TRANSMISSION ROAD TEST ALL SHIFT SCHEDULE AND TI  
 MING OK. EEC TEST NO CODES CK FLUID LEVEL, LEVEL LOW  
 RAISE VEHICLE FOUND TRANSMISSION LEAKING AT RIGHT AXLE SEAL.  
 REPLACE RIGHT AXLE SEAL REFILL TRANSMISSION, TEST AND ROAD  
 TEST OK NOW.

WARRANTY

#### NOTICE TO CONSUMER:

PLEASE READ IMPORTANT  
 INFORMATION ON BACK.

PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	9LBZ-1177-BA	SEAL	
JOB # 1	1	XT-10-QLVC	OIL - AUTOMATI	

WARRANTY

JOB # 1 TOTAL PARTS

0.00

JOB # 1 TOTAL LABOR & PARTS

0.00

J# 2 01FOZOTIREPRESS TIRE PRESSURE CHECK TECH(S):869  
 TIRE PRESSURE CHECK AND INFLATE SERVICE  
 CHECK 4 TIRES AND INFLATE TO SPECIFICATION  
 TIRE PRESSURE INSPECTION & INFLATION  
 TIRES INFLATED TO (PSI)  
 RIGHT FRONT 32  
 LEFT FRONT 32  
 RIGHT REAR 32  
 LEFT REAR 32

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 2 TOTAL PARTS

0.00

JOB # 2 TOTAL LABOR & PARTS

0.00

J# 3+01F0Z MAINTENANCE TECH(S):32914  
 Added Operation (ALBERT @ 11/05/2010 11:28)  
 PERFORM 22500 MILES PER MAINTENANCE PLAN.  
 PERFORMED 22500 MILES SERVICE PER MAINTENANCE PLAN.

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1	FL-910S	FILTER ASY - O	

WARRANTY

JOB # 3 TOTAL PARTS

0.00

JOB # 3 TOTAL LABOR & PARTS

0.00

J# 4+01FOZ99P MULTIPOINT 99P TECH(S):32914  
 Added Operation (ALBERT @ 11/05/2010 11:28)  
 MULTIPOINT INSPECTION.  
 CHECK TIRE PRESSURE, CHECK FLUID LEVELS, VEHICLE WALK-AROUND  
 CHECK HORN LIGHTS ETC. CK WIPER BLADES AND TEST BATTERY  
 YES, I HAVE DONE THE VEHICLE WALKAROUND WITH MY ADVISOR  
 AND HAVE BEEN GIVEN A COPY OF MY REPORT

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 4 TOTAL PARTS

0.00

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### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 6:00 P.M.  
 SATURDAY  
 8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



0401

CUSTOMER NO. <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225</b>	INVOICE DATE <b>11/16/10</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>23,559</b>	COLOR <b>GRAY STONE/</b>
GLENDORA, CA	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES	STOCK NO.
	VEHICLE ID NO. <b>3FAHP0HA6AR</b>	SELLING DEALER NO.	PRODUCTION DATE	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE <b>11/05/10</b>	REPRINT# <b>1</b>
			MO: 23578	

JOB # 4 TOTAL LABOR & PARTS 0.00  
 J# 5+29F0Z8B RENT CAR TAP TECH(S):69 0.00  
 Added Operation (ALBERT @ 11/16/2010 15:50)

I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL CHARGES TO RENTAL  
 EXCEPT FOR RULE COVERAGE UNDER MY FORD E.S.P. PLAN-CUST SIGN  
 TAP RENTAL  
 PROVIDED RENTAL CAR.

**NOTICE TO CONSUMER:**  
**PLEASE READ IMPORTANT**  
**INFORMATION ON BACK.**

PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 5 TOTAL PARTS 0.00
				JOB # 5 TOTAL LABOR & PARTS 0.00

SUBLET	PO#	VEND INV#	INV DATE	DESCRIPTION	WARRANTY
JOB # 1	R03492	R03492	11/16/10	WHITE FOCUS RENTAL ESP	WARRANTY
JOB # 5	R03492	R03492	11/16/10	TAP RENTAL	WARRANTY
TOTAL - SUBLET					0.00

G.O.G. & SUPPLIES	DESCRIPTION	UNIT	TOTAL	GOG	WARRANTY
JOB # 3	5.0 MOTORCRAFT MOTOR OIL	@			0.00
TOTAL - GOG					0.00

MISC	CODE	DESCRIPTION	CONTROL NO	TOTAL	MISC
JOB # 1	GAS	GAS / DIESEL FUEL		15.80	15.80
TOTAL - MISC					15.80

ESTIMATE  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$15.80 (+TAX)

COMMENTS  
 APPROVAL CODE #E57QX  
 REFERENCE # 9739228

TECHNICIAN CERTIFICATION  
 69 ROAD TESTER 5848

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### SERVICE

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 6:00 P.M.  
 SATURDAY  
 8:00 A.M. to 5:00 P.M.

# CLIPPINGER FORD

2000 EAST GARVEY AVE. SOUTH  
 WEST COVINA, CA 91791-1191  
 (626) 339-6291



Quality Fleet Care



0401

CUSTOMER NO. <b>77000</b>	ADVISOR <b>ALBERTO</b>	TAG NO. <b>2225</b>	INVOICE DATE <b>11/16/10</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>23,559</b>	COLOR <b>GRAY STONE</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN I4 SE FWD</b>	DELIVERY DATE	DELIVERY MILES	STOCK NO.
GLENDORA, CA	VEHICLE ID NO. <b>3FAHP0HA6AR</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	PT. E NO.	P.O. NO.	R/C DATE <b>11/05/10</b>	REPRINT# <b>1</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	NO: 23578	

TOTALS

\*\*\*\*\* BAR# AB232117 EPA# CAD981446271 \*\*\*\*\*

\*\*\*\*\* Thank you for choosing CLIPPINGER FORD for your \*\*\*\*\*

\*\*\*\*\* vehicle needs. If for any reason you are not \*\*\*\*\*

\*\*\*\*\* COMPLETELY \*\*\*\*\*

\*\*\*\*\* SATISFIED \*\*\*\*\*

\*\*\*\*\* please call or see your service advisor or \*\*\*\*\*

\*\*\*\*\* ask to speak to the service manager. \*\*\*\*\*

\*\*\*\*\* --THANK YOU FOR YOUR PATRONAGE-- \*\*\*\*\*

\*\*\*\*\*

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	15.80
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>15.80</b>

**NOTICE TO CONSUMER:**  
**PLEASE READ IMPORTANT**  
**INFORMATION ON BACK.**

PARTS AND LABOR LIMITED WARRANTY  
 (SEE REVERSE SIDE)

VALID ONLY IF VEHICLE IS RETURNED TO  
 CLIPPINGER FORD FOR ADJUSTMENTS.  
 PLEASE READ LIMITED WARRANTY ON  
 BACK.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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THIS IS A TWO PART REPAIR ORDER



**SERVICE**  
 PARTS & SERVICE HOURS  
 MONDAY - FRIDAY  
 7:00 A.M. to 6:00 P.M.  
 SATURDAY  
 8:00 A.M. to 5:00 P.M.

## CLIPPINGER FORD

**116 W. SAN BERNARDINO RD.  
COVINA, CA 91722-0375  
(626) 339-6291**



### RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTL
06FOZZTRANSERV	*TRANS SERVICE	MI	0.00	01FOZFUELFT332P	*REPLACE FUEL FILTER	MI	19.95
01FOZROTATE230P	*ROTATE TIRES	MI	19.95	01FOZAIRPTR300P	*REPLACE AIR FILTER	MI	0.00
1FOZCFLUSH13P	*DRN & FILL COOLING	MI	0.00	24FOZBRAKEINSP	*SERVICE BRAKES	MI	36
01FOZCNKFLT130P	CRANKCASE FILTER	MI	0.00	01FOZZNOCLEAN	ADD INJECTION CLEAN	MI	21
01FOZILFTR1P	OIL AND FILTER	MI	29.95	01FOZPOLFTR226P	*RPL POLLEN FILTER	MI	9

### SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
11/09/10	156003	23559	2225	869	W	06F0Z	AUTO TRANS WORK 1
				869	W	01P0ZOTIREPRESS	TIRE PRESSURE CHECK
				32914	W	01P0Z	MAINTENANCE
				32914	W	01P0Z99P	MULTIPOINT 99P
04/20/10	153645	7430	2225	69	C	29P0Z88	RENT CAR TAP
				869	W	15P0ZCKOILLEAK	CK OIL LEAK

## SALESPERSON NO.

## SERVICE

STATE REG# CAD901446271

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE	3FAHPDHA6AR	10/FORD/FUSION/4DR SDN I4 SE FWD	PRODUCTION DATE	STOCK NO.	DATE NO.	R.D. NO.
NO LAMINATE WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE	GLENDORA, CA	77000	DELIVERY DATE	DELIVERY MILE	SELLING DEALER NO.	158216
		GRAY STONE/	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILE	31/06/10
		TURN IN: 10/02/25	NOV 2005	25,991	2225	A68
			TRAILER	MESSAGE	ADVISOR	ALBERTO
<input type="checkbox"/> SAVE	02:54pm 12/06/10 06:00pm	ESTIMATES DO NOT INCLUDE SALES TAX		LABOR CHARGES ARE BASED UPON INDIVIDUAL LABOR OPERATIONS AND ARE NOT BASED UPON CLOCK HOURS		
APPROVAL		I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT FORM. I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS CONTRACT FORM. I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS CONTRACT FORM. I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS CONTRACT FORM.				RECOMMENDED SPECIALS LISTED ABOVE.
CUST. INITIAL						

ORIGINAL CUSTOMER ESTIMATE:		TOTAL
1.	<b>W *08F0Z</b>	<b>AUTO TRANS WORK 1</b>
CHECK AND ADVISE CLUNK NOISE WHEN TURN STEERING WHEEL.		
2.	<b>W *06F0ZZTRANSLEAK</b>	<b>CHECK TRANS-LEAK</b>
CHECK AND ADVISE VEHICLE LEAKING RED FLUID.		
3.	<b>W *10F0Z</b>	<b>ELECT SYS WORK 1</b>
CHECK AND ADVISE STEERING WHEEL DOES NOT LOCK.		
4.	<b>W *25F0ZBC</b>	<b>RENT CAR ESP PLAN</b>
I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL CHARGES TO RENTAL EXCEPT FOR RILE COVERAGE UNDER MY FORD E.S.P.-PLAN-CUST-SIGN		
<p align="center"><b>QualityCare</b> at your service</p>		
PAGE 1 OF 1	CUSTOMER COPY	

NOTICE			
PLEASE ADVISE ALL PERSONAL INJURY, MUTILATION, DEATH, ETC. WITHIN 90 DAYS OF THE DATE WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DAMAGE.			
IS YOUR VEHICLE ALARM IN VALET POSITION?		CUSTOMER TOTAL	
NEAREST ESTIMATE	ADD'L COST	PERSON CONTACTED	BY PHONE
TIME	DATE	<input type="checkbox"/> VIA PHONE	<input type="checkbox"/> IN PERSON
PHONE		REASON	
REVISED ESTIMATE	ADD'L COST	PERSON CONTACTED	BY PHONE
TIME	DATE	<input type="checkbox"/> VIA PHONE	<input type="checkbox"/> IN PERSON
PHONE		REASON	
I acknowledge review and use approved as shown in the original printed plan.			
DISCOUNT INITIALS			
TERMINATION ESTIMATE: I understand that my vehicle will be recommended within _____ days of the next account above. I choose not to authorize the purchase of recommended.			
By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments which the Smog Check test indicates are necessary.			
POWER OF ATTORNEY			
The undersigned hereafter called "Insured," for the consideration of agents make to "Excessors" automobile, does hereby grant to said CREDITORS POWER OF ATTORNEY to sign or endorse any checks and/or drafts made payable to Insured, and any release thereon, as necessary for Insured's claim to amounts to the above described automobile.			
X	FAX	INSURED	
ADDITIONAL INFORMATION IN FULL MUST BE MADE PRIOR TO DELIVERY OF VEHICLE.			
METHODS OF PAYMENT - WE ACCEPT THE FOLLOWING: MASTERCARD - VISA - AMERICAN EXPRESS - DISCOVER Diners - GARTERLANDINE			
COMPANY OR PERSONALIZED CHECK UP TO \$5000 WITH THE FOLLOWING:			
1. NAME, ADDRESS (NO P.O. BOX), AND TELEPHONE NUMBER,			
IMPRINTED ON CHECK.			
2. VALID CALIFORNIA DRIVER'S LICENSE.			
3. MAJOR CREDIT CARD.			
REPAIRS SUBJECTIVE OF CLAIM MUST BE PAID UPON DELIVERY OF VEHICLE. CREDITORS REFUND CODE FORMER IT TO BE DAMAGED OR ACCIDENT DURING THE WARRANTY PERIOD. WE CORRECT REPAIRS AT OUR OWNERS RISK.			

# Quality Care

PAGE 3 OF 4

**CUSTOMER COPY**

1961

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK THIS IS A TWO PART REPAIR ORDER

**NORMA SAINZ**

Our records indicate that you are eligible to obtain extended service contract protection. Ask your Service Advisor about this extended service protection today and receive

**\$100.00  
OFF**

Shelbyville, Ky.  
Greeneville, Tenn.

Rock Island Mail  
185315

ROW 150316

PLEASE RATE YOUR SERVICE ADVISOR

- 1- Did your adviser treat you respectfully? [Y] [N]
- 2- Did your adviser walk around your vehicle? [Y] [N]
- 3- Did your adviser make sure you understood the work that he performed on your vehicle? [Y] [N]
- 4- Were you written up with a friendly manner? [Y] [N]

### Conflicts

Please type the questionnaire in the box at the cashier's window to be entered into drawings for free service work and prizes.





**SERVICE**  
PARTS & SERVICE HOURS  
MONDAY - FRIDAY  
7:00 A.M. to 7:00 P.M.  
SATURDAY  
8:00 A.M. to 2:00 P.M.

# CLIPPINGER FORD

116 W. SAN BERNARDINO RD.  
COVINA, CA 91723-1513  
(626) 339-6291



**BODY SHOP**  
SAN BERNARDINO COUNTY  
BODY SHOP  
MONDAY - FRIDAY  
7:00 A.M. to 7:00 P.M.

## RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
06FOZTRANSERV	*TRANS SERVICE	MI	0.00	01FOZFUELFT332P	*REPLACE FUEL FILTER	MI	49.95
01FOZROTATE230P	*ROTATE TIRES	MI	19.95	01FOZAIRFT300P	*REPLACE AIR FILTER	MI	0.00
01FOZCFLUSH13P	*ORN & FILL COOLING	MI	0.00	24FOZBRAKEINSP	*SERVICE BRAKES	MI	76.98
01FOZCNFLTR130P	*CRANKCASE FILTER	MI	0.00	01FOZTIN3CLEAN	*ADD INJECTION CLEAN	MI	0.21
01FOZOILFTRIP	*OIL AND FILTER	MI	29.95	01FOZPOLFTR226P	*RPL POLLEN FILTER	MI	49.95

## SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
04/20/10	153645	7430	2225	869	W	15FOZCKOILLEAK	CK OIL LEAK
				74431	W	01FOZ	MAINTENANCE
03/15/10	153114	6306	2225	869	W	01FOZ99P	MULTIPOINT 99P
				869	W	06FOZ	AUTO TRANS WORK 1
					W	10POZZ	ELECT SYS WORK 3

SALESPERSON NO.

## SERVICE

STATE REG# CAD081446271

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE  
GLENORA, CA  
10/POZZ/FUSION/4DR SDN 14 SE FWD  
CUSTOMER NO. 77000  
COLOR GRAY STONE/  
N FOZZ  
23,559  
2225  
ALBERTO  
ESTIMATES DO NOT INCLUDE SALES TAX  
LABOR CHARGES ARE BASED UPON INDIVIDUAL LABOR OPERATIONS AND ARE NOT BASED UPON CLOCK HOURS.  
I REFUSE ANY OF THE RECOMMENDED SERVICES LISTED ABOVE.  
CUST. INITIAL

ORIGINAL CUSTOMER ESTIMATE: TOTAL

1. W. 06FOZ AUTO TRANS WORK 1  
CUSTOMER STATES VEHICLE SHAKES WHEN DRIVING AND CLUNK NOISE WHEN SHIFT ON REVERSE, CHECK AND ADVISE

2. W. 01FOZOTIREPRESS TIRE PRESSURE CHECK  
TIRE PRESSURE CHECK AND INFLATE SERVICE  
CHECK 4 TIRES AND INFLATE TO SPECIFICATION

NOTICE: PLEASE REMOVE ALL PERSONAL ARTICLES, VALUABLES, COOLS, ETC. FROM YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR VEHICLE OR VALUABLES ON SITE.

REMOVED ESTIMATE: ADDL COST: REASON: BY WHOM:

TIME: DATE: ☐ IN PERSON ☐ BY PHONE

REASON:

REMOVED ESTIMATE: ADDL COST: REASON: BY WHOM:

TIME: DATE: ☐ IN PERSON ☐ BY PHONE

REASON:

I acknowledge notice and oral approval of an estimate in the presence of a witness.

REMOVAL INITIAL: X

TEAR-SHEET ESTIMATE: I understand that my vehicle will be returned within days of the date shown above. I choose not to authorize the estimate recommended.

"By law, you may choose another licensed Smog Check facility to perform my needed repairs or adjustments which the Smog Check law requires are necessary."

POWER OF ATTORNEY

The undersigned hereby certifies that, for the consideration of money paid to "Clippinger's" automobile, does hereby grant to said CLIPPINGER FORD the power of attorney to sign or endorse any checks and/or drafts made payable to it, and any related transaction, as settlement for repairs or damages to the above described automobile.

DATE: SIGNATURE:

ARRANGEMENTS FOR PAYMENT IN FULL MUST BE MADE PRIOR TO DELIVERY OF VEHICLE.

METHOD OF PAYMENT - WE ACCEPT THE FOLLOWING: MASTERCARD - VISA - AMERICAN EXPRESS - DISCOVER - CHECKS - CASH

COMPANY OR PERSONALIZED CHECK UP TO \$5000 WITH THE FOLLOWING:

1. NAME, ADDRESS AND PHONE NO. AND TELEPHONE NUMBER, IMPRINTED ON CHECK.

2. VALID CALIFORNIA DRIVER'S LICENSE.

3. MAJOR CREDIT CARD.

INSURANCE COVERAGE OF CLUNK MUST BE PAID UPON DELIVERY OF VEHICLE. CALIFORNIA INSURANCE CO. FORMED IT TO BE OPAID ON ACCOUNT.

PAGE 1 OF 2 CUSTOMER COPY 156003

**QualityCare**  
BY YOUR SERVICE

## NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK THIS IS A TWO PART REPAIR ORDER

Our records indicate that you are eligible to obtain extended service contract protection. Ask your Service Advisor about this extended service protection today and receive

**\$100.00 OFF**

RG# 156003

PLEASE RATE YOUR SERVICE ADVISOR

1. Did your advisor treat you respectfully? (Y) (N)

2. Did your advisor walk around your vehicle? (Y) (N)

3. Did your advisor make sure you understood the work to be performed on your vehicle? (Y) (N)

4. Were you written up with in a timely manner? (Y) (N)

Comments: \_\_\_\_\_

Please drop this questionnaire in the box at the cashier's window to be entered into drawings for free service work and prizes.

RO 2



Nombre y dirección del comprador  
(incluya el condado y el código postal)Nombre y dirección del comprador solidario  
(incluya el condado y el código postal)

Acreedor - Vendedor (Nombre y Dirección)

GLENORA  
LOS ANGELESKEN GRODY, FORD CARLSBAD  
PO BOX 1576  
CARLSBAD CA 92018

Usted, el Comprador (y Comprador Conjunto, si existe), puede comprar el vehículo mencionado a continuación con dinero en efectivo o con crédito. Al firmar este contrato, usted elige comprar el vehículo a crédito según lo acordado en el anverso y el reverso de este contrato. Usted conviene en pagar al acreedor-vendedor (en ocasiones, "nosotros" en este contrato), el monto financiado y el cargo por financiamiento, en fondos estadounidenses, conforme al programa de pagos que se presenta más adelante. Calcularemos su cargo por financiamiento diario. Las Declaraciones sobre la Veracidad del Préstamo que aparecen más adelante son parte de este contrato.

Nuevo Usado	Año	Marca y Modelo	Odómetro	Nº de Identificación del Vehículo	Uso Principal de la Compra
NEW	2010	FORD FUSION	7	3FAHCHAAAR	<input checked="" type="checkbox"/> personal, familia u hogar <input type="checkbox"/> negocio o comercial

## DECLARACIONES SOBRE LA VERACIDAD DEL PRÉSTAMO

TASA PORCENTUAL ANUAL	RECARGO DE FINANCIAMIENTO	Cantidad Financiada	Monto de Pagos	Precio Total de Venta
El costo de su crédito a tasa anual.	La cantidad en dólares que el crédito le costará.	La cantidad de crédito suministrado a usted o a su nombre.	El monto que habrá pagado después de hacer todos los pagos según el plan.	El costo total de la compra bajo crédito, incluso su pago inicial
7.90 %	\$ 9,829.57(e)	\$ 35,620.97	\$ 46,250.64(e)	\$ 0 es \$ 46,250.64 (e)

(e) significa un cálculo

## LA ESTRUCTURA DE SUS PAGOS SERÁ:

Número de Pagos:	Cantidad de Pagos:	Vencimiento de Pagos:
Un Pago de	N/A	
Un Pago de	N/A	
71 Pagos	642.37	Mensuales a partir el 12/20/2009
Pagos		Mensuales a partir el
Un Pago Final	642.37	11/20/2015

**Cargo por Atraso.** Si el pago completo no se recibe dentro de 10 días después de su vencimiento, usted pagará un recargo por tardanza del 5% de la porción del pago atrasado.

**Pago Adelantado.** Si usted liquida toda su deuda prematuramente, posiblemente recibirá un recargo mínimo de financiamiento.

**Interés de Garantía.** Usted está dando un interés de garantía mediante el vehículo que se compra.

**Información Adicional:** Diríjase a este contrato para más información inclusive información acerca del no pagar, la mora, cualquier pago que se exige por completo antes de la fecha estructurada, recargos mínimos de financiamiento, y el interés de garantía.

## DETALLE DEL MONTO FINANCIADO (El vendedor podría retener una parte de la suma pagada a otros)

## 1. Precio Total en Efectivo

## A. Precio en Efectivo del Vehículo Motorizado y Complementos

\$ 24430.00 (A)

## 1. Precio en Efectivo del Vehículo

\$ 24430.00

## 2. Precio en Efectivo de Complementos

\$ N/A

## 3. Otro (no gravable)

Describir \$ N/A

Describir \$ N/A

## B. Cargo por Preparación de Documentos (no es un cargo gubernamental)

\$ 55.00 (B)

## C. Cargo por Certificación de control de contaminación ambiental pagado al Vendedor

\$ N/A (C)

## D. (Opcional) Dispositivo antirrobo (a quién le paga)

\$ N/A (D)

## E. (Opcional) Dispositivo antirrobo (a quién le paga)

\$ N/A (E)

## F. (Opcional) Dispositivo antirrobo (a quién le paga)

\$ N/A (F)

## G. (Opcional) Producto para protección de superficie (a quién le paga)

\$ N/A (G)

## H. (Opcional) Producto para protección de superficie (a quién le paga)

\$ N/A (H)

## I. Impuesto sobre las ventas (para artículos gravables desde la A hasta H)

\$ 2367.29 (I)

## J. Cuota opcional de registro electrónico en el Departamento de Tránsito (DMV)

\$ N/A (J)

## K. (Opcional) Contrato de servicio (a quién le paga)

\$ 980.00 (K)

## L. (Opcional) Contrato de servicio (a quién le paga)

\$ 350.00 (L)

## M. (Opcional) Contrato de servicio (a quién le paga)

\$ N/A (M)

## N. (Opcional) Contrato de servicio (a quién le paga)

\$ N/A (N)

## O. (Opcional) Contrato de servicio (a quién le paga)

\$ N/A (O)

## P. Crédito anterior, saldo de arrendamiento pagado por el vendedor a

\$ 4,940.95 (P)

(véase cálculo del pago inicial y del valor del vehículo a cambio)

## Q. (Opcional) Contrato de seguro complementario (a quién le paga)

\$ 800.00 (Q)

\$ N/A (R)

## DECLARACION DE SEGURO

**AVISO:** Ninguna persona estará obligada a adquirir o negociar algún tipo de seguro emitido por una compañía aseguradora, agente o corredor en particular como una condición de financiamiento de la compra de un vehículo motorizado. No es necesario que adquiere algún otro seguro para obtener un crédito. Su decisión de adquirir o no adquirir otro seguro no influirá en el proceso de aprobación de un crédito.

## Seguro de Vehículo

	Plazo	Prima
\$ N/A Ded. Integ., Inmundo y Robo	N/A Mes.	\$ N/A
\$ N/A Ded. Choque	N/A Mes.	\$ N/A
Lesiones Físicas	\$ N/A Limites	N/A Mes. \$ N/A
Daño a Propiedad	\$ N/A Limites	N/A Mes. \$ N/A
Médico	N/A	N/A Mes. \$ N/A
	N/A Mes.	\$ N/A

Monto de Primas de Seguro de Vehículo \$ N/A

A MENOS QUE ESTE ACUERDO INCLUYA UN CARGO PARA SEGURO DE RESPONSABILIDAD PÚBLICA O DAÑOS MATERIALES, ESTE ACUERDO NO CONTIENE EL PAGO POR DICHA COBERTURA.

El comprador puede adquirir un seguro por accidente según el presente contrato (ver al reverso) de cualquier compañía que emita de conformidad con la vendedora. El comprador no estará obligado a adquirir ningún otro seguro para obtener el crédito.

Comprador X

Co-Comprador X

Vendedor X

Si se marca algún seguro abajo, las pólizas o certificados de las nombradas empresas de seguro delinearán los plazos y condiciones.

## Solicitud para Seguro Opcional que Garantiza el Pago de Deuda

☐ Vida: ☐ Comprador ☐ Co-Comprador ☐ Ambos  
☐ Incapacidad (Solamente Comprador)

	Plazo	Venc.	Prima
Vida	N/A Mes.		\$ N/A
Incapacidad	N/A Mes.		\$ N/A

Monto de Primas para Seguro de Crédito \$ N/A (b)

Nombre de Empresa de Seguro

N/A

Dirección de Oficina Central

N/A

Los seguros de vida e invalidez no constituyen una exigencia para el otorgamiento del crédito. Su decisión de adquirir o no un seguro de vida y un seguro de invalidez no influirá en el proceso de aprobación del crédito. No se otorgarán, salvo que usted acuerde mediante firma pagar el costo adicional involucrado. El seguro de vida queda sujeto a su calendario de pago original. En caso de mora, el seguro puede abstenerse de abonar el total del monto adeudado por el comprador según el presente contrato. El seguro de invalidez no cubre aumentos en los pagos ni en la cantidad de cuotas. La cobertura del seguro de vida y el de invalidez finalizan en la fecha de vencimiento original del último pago, a menos que el presente contrato establezca un plazo diferente.

Usted solicita el seguro para garantizar el pago de deuda marcado arriba. Su firma al pie significa que usted acuerda que: (1) Usted no está elegible para seguro si ha cumplido sus 65 años. (2) Usted si es elegible para seguro de incapacidad solamente si trabaja por sueldo o ganancia 30 horas por semana.



S. Otro (a quién le paga) \_\_\_\_\_ \$ \_\_\_\_\_ (S)  
 Por \_\_\_\_\_ \$ 36248.22 (1)  
**Precio total en efectivo (A hasta S)** \$ \_\_\_\_\_  
**2. Montas Pagados a Funcionarios Públicos**  
 A. Cobro de Licencia \$ 282.00 (A)  
 B. Cobros de Matrícula/Trasladar/Título \$ 67.00 (B)  
 C. Cuotas por desecho de neumáticos de California \$ 8.75 (C)  
 D. Otro \$ N/A (D)  
**Monto de Cobros Oficiales (A hasta D)** \$ 377.75 (2)  
**3. Cantidad Pagada a Empresas de Seguro**  
 (Monto de primas del Estado de Seguro columna a-b) \$ N/A (3)  
**4. ☐ Certificación de emisión de papeles o ☐ Arancel de exención pagado al Estado** \$ N/A (4)  
**5. Monto parcial (1 hasta 4)** \$ 36620.97 (5)  
**6. Pago Inicial Total**  
 A. Valor acordado del automóvil Año 2007 Marca CHEVROLET \$ 27000.00 (A)  
 entregado como pago inicial Modelo 22318  
 VIN 3GNEC1206700000000000  
 B. Menos Balance Previo de Crédito o Arrendamiento \$ 32940.98 (B)  
 C. Entrega Neta (A menos B) (Indique si es número negativo) \$ 5940.98 (C)  
 D. Pago Inicial Moroso \$ N/A (D)  
 E. Reembolso de Fabricante \$ N/A (E)  
 F. Otro \$ N/A (F)  
 G. Efectivo \$ 1000.00 (G)  
**Pago Inicial Total (C hasta G)** \$ 0 (6)  
 (Si es negativo, apunte cero sobre línea 6 y apunte la cantidad menos que cero como número positivo sobre línea 1P de arriba)  
**7. Cantidad Financiada (5 menos 6)** \$ 36620.97 (7)

**PRÉSTAMO CON AYUDA DEL VENDEDOR**  
 SE PUEDE EXIGIR QUE EL COMPRADOR EMPENE UNA GARANTÍA PARA EL PRÉSTAMO, Y ESTARÁ OBLIGADO A PAGAR A CUENTA TANTO ESTE CONTRATO DE VENTA A PLAZO MINORISTA COMO EL PRÉSTAMO.

Recaudaciones de Préstamo de: N/A  
 Cantidad \$ N/A Recargo por Financiamiento \$ N/A  
 Monto \$ N/A Pagarlo en N/A  
 Plazos de \$ N/A \$ N/A  
 de este Préstamo se demuestra en artículo 6D

**MANIFESTACION DEL COBRO DE AGENTE**  
 Si este contrato refleja la venta al por menor de un vehículo nuevo, la venta no está sujeta a un cobro que un agente de autos recibe de nosotros a menos que se marca la siguiente casilla:

☐ Nombre del agente de autos que recibe el cobro, si corresponde:  
 N/A

**AVISO DE LOS DERECHOS DE ANULACIÓN** Si el Comprador y Co-comprador firman aquí, se aplicarán las estipulaciones en la sección de los Derechos de Anulación al dorso que da el derecho al Vendedor de anular si el Vendedor no puede ceder este contrato con una institución financiera.

X Comprador X Co-Comprador

es elegible para el seguro de incapacidad. PUEDE SER QUE EL SEGURO POR INCAPACIDAD NO CUBRA AFECCIONES POR LAS CUALES USTED HAYA CONSULTADO A UN MEDICO O QUIROPRACTICO DURANTE LOS ULTIMOS 6 MESES (Para detalles dirijase a la sección en su póliza o certificado "Incapacidades Totales no Cubiertas").  
 Usted quiere suscribir un seguro de crédito.

X  
 Fecha Firma de Comprador Edad  
 X  
 Fecha Firma de Co-Comprador Edad

**CONTRATO OPCIONAL DE SALDO** No es necesario firmar un contrato de saldo (gap- contrato de cancelación de deuda) para obtener un crédito y no le será provisto a menos que usted firme más abajo y esté de acuerdo en pagar un cargo extra. Si usted elige adquirir un contrato gap (protección garantizada del vehículo), el cargo aparece en la partida 1Q de la pormenorización del monto financiado. Consulte el contrato gap para conocer los detalles de sus términos y condiciones. Forma parte de este contrato.

Plazo 72 Meses GAP COVERAGE  
 Nombre del Contrato de Saldo  
 Quiero adquirir un contrato gap.  
 Firma del comprador X

**CONTRATO(S) DE SERVICIO OPTATIVO** Usted quiere adquirir los contratos de servicio suscritos con las siguientes compañías, durante los plazos que se indican a continuación, correspondientes a los cargos mostrados en las partidas 1K, 1L, 1M, 1N o 1O.

1K Compañía FORD ESP  
 Plazo 48 Meses o 60000 Millas  
 1L Compañía FORD ESP  
 Plazo 60 Meses o 60000 Millas  
 1M Compañía N/A  
 Plazo N/A Meses o N/A Millas  
 1N Compañía N/A  
 Plazo N/A Meses o N/A Millas  
 1O Compañía N/A  
 Plazo N/A Meses o N/A Millas  
 Comprador X

**CÓMO SE PUEDE CAMBIAR ESTE CONTRATO.**  
 Este contrato contiene el acuerdo completo entre usted y nosotros en relación con este contrato. Cualquier cambio al contrato se debe hacer por escrito y tanto usted como nosotros debemos firmarlo. Los cambios orales no son vinculantes.

Firma del comprador X  
 Firma del codeudor X

**OPCION:** ☐ Usted no paga recargos de financiamiento si la Cantidad Financiada, artículo 7, se paga por completo sobre o antes del \_\_\_\_\_, Año \_\_\_\_\_. **NICIA ES DE VENDEDOR** \_\_\_\_\_

**TODA PERSONA QUE COMPRE UN VEHICULO DEBE CUMPLIR LOS LÍMITES MÍNIMOS DE SEGURO DE RESPONSABILIDAD PÚBLICA ESTIPULADOS EN LA LEY. SI NO ESTÁ SEGURO DE QUE SU PÓLIZA DE SEGURO ACTUAL CUBRIRÁ A SU VEHICULO RECIEN COMPRADO EN CASO DE ACCIDENTE, USTED SE DEBE COMUNICAR CON SU AGENTE DE SEGUROS.**

**ADVERTENCIA:**  
 SU PÓLIZA ACTUAL POSIBLEMENTE NO CUBRE DAÑOS POR ACCIDENTE O NO OTORGA EL COSTO DE REEMPLAZO TOTAL DEL VEHICULO QUE SE COMPRA. SI USTED NO TIENE COBERTURA TOTAL, PUEDE OBTENER COBERTURA SUPLEMENTARIA PARA DAÑOS POR ACCIDENTE MEDIANTE SU AGENTE DE SEGUROS O EL CONCESIONARIO. SIN EMBARGO, A MENOS QUE SE INDIQUE A LO CONTRARIO, LA COBERTURA QUE USTED CONSIGUE MEDIANTE EL CONCESIONARIO PROTEGE SOLO AL CONCESIONARIO, GENERALMENTE HASTA EL SALDO RESTANTE POR PAGAR DESPUÉS DE LA RECUPERACIÓN Y VENTA DEL VEHICULO.

PARA OBTENER CONSEJO SOBRE COBERTURA TOTAL QUE LE BRINDE PROTECCIÓN EN CASO DE LA PÉRDIDA O DAÑO A SU VEHICULO, SE DEBE PONER EN CONTACTO CON SU AGENTE DE SEGUROS. EL COMPRADOR FIRMARÁ PARA RECONOCER QUE ÉL/ELLA ENTIENDE ESTAS CONDICIONES Y TÉRMINOS DE RESPONSABILIDAD PÚBLICA.

S/S X X

**Representaciones del Comprador:** El vendedor ha confiado en la verdad y precisión de la información entregada por usted con respecto al vehículo entregado como pago parcial. Usted representa que ha otorgado una cantidad exacta que cancela la deuda en el vehículo entregado como pago. Si la cantidad que cancela la deuda supera la indicada arriba en el artículo 6B como "Crédito anterior o Saldo de arrendamiento", usted deberá pagar al vendedor el excedente a solicitud. Si la cantidad que cancela la deuda es inferior a la indicada arriba en el artículo 6B como "Crédito anterior o saldo de arrendamiento", el vendedor le reembolsará la diferencia.

Comprador X Co-Comprador X

**Aviso al Comprador:** (1) No firme este contrato antes de leerlo o si contiene espacios vacíos. (2) Usted tiene derecho a una copia de este acuerdo llena por completo. (3) Usted puede pagar con antelación la completa cantidad por pagar bajo este acuerdo a cualquier momento. (4) Si usted no cumple con el desempeño de sus obligaciones bajo este acuerdo, el vehículo podrá ser recuperado y usted podrá estar sujeto a una demanda y la responsabilidad por la deuda por pagar demostrado por este acuerdo.

Si usted tiene una queja con respecto a esta venta, usted lo debe resolver con el vendedor.  
 Las quejas relativas a prácticas o métodos injustos o engañosos de parte del vendedor se pueden remitir al fiscal municipal, fiscal del distrito, o a un investigador del Department of Motor Vehicles, o cualquier combinación de ellos.  
 Después de firmar este contrato, el vendedor no puede cambiar el financiamiento o los plazos de pago a menos que por escrito usted haya acordado a tal cambio. Usted no está obligado a estar de acuerdo a un cambio, y es una práctica injusta o engañosa que el vendedor haga un cambio unilateral.

Firma del Comprador X Firma del Co-Comprador X

**La Tasa porcentual anual es susceptible de ser negociada con el vendedor. El vendedor puede ceder el presente contrato...**



**La Tasa porcentual anual es susceptible de ser negociada con el vendedor. El vendedor puede ceder el presente contrato y retener su derecho a recibir una parte del Costo de financiación.**

**NO HAY PERÍODO PARA RETRACTARSE, A MENOS QUE SE OBTENGA UNA OPCIÓN DE CANCELACIÓN DE CONTRATO.**

Las leyes de California no estipulan un periodo de "tregua" u otro periodo de cancelación para la venta de vehículos. Por consiguiente, usted no puede cancelar este contrato más tarde simplemente porque cambió de parecer, decide que el vehículo es muy costoso, o porque desea haber conseguido un vehículo diferente. Después de firmar abajo, usted puede cancelar este contrato solamente con el acuerdo del vendedor o por razones legales, tal como el fraude. Sin embargo, las leyes del estado de California exigen que el vendedor ofrezca una opción de cancelación de contrato de dos días de duración cuando se trate de vehículos usados de un valor inferior a US\$40,000, lo cual está sujeto a ciertas condiciones estatutarias. Este requisito para la opción de anulación del contrato no se aplica a la venta de un vehículo recreativo, una motocicleta o un vehículo motorizado de uso fuera de la carretera que esté sujeto a identificación bajo la ley de California. Consulte el convenio de opción de cancelación de contrato para conocer los detalles.

**USTED ESTÁ DE ACUERDO CON LOS TÉRMINOS DEL PRESENTE CONTRATO. USTED CONFIRMA QUE, PREVIO A SUSCRIBIR EL PRESENTE CONTRATO, EL VENDEDOR LE HIZO ENTREGA DEL MISMO Y QUE USTED TUVO LA OCASIÓN DE LEERLO EN LIBERTAD. USTED CONFIRMA HABER RECIBIDO UNA COPIA YA COMPLETA AL MOMENTO DE FIRMARLO.**

Firma del Comprador X \_\_\_\_\_ Fecha 11/05/2015 Firma del Co-Comprador X \_\_\_\_\_ Fecha \_\_\_\_\_

Cofideudores y otros cotitulares. Un cofideudor es aquella persona responsable del pago total de la deuda. El cotitular es aquél cuyo nombre figura en el título del vehículo pero no es responsable del pago de la deuda. El cotitular está de acuerdo con el derecho real de garantía que se otorga al vendedor en el presente contrato.

Firma del Otro Propietario \_\_\_\_\_ Dirección \_\_\_\_\_

**GARANTÍA:** Para incentivar a vender el vehículo al Comprador, cada una de las personas que firma como Garante garantiza en forma individual el pago de este contrato. Si el Comprador no paga un monto debido según este contrato, cada uno de los Garantes deberá pagarlo cuando se lo pidan. Cada uno de los Garantes será responsable por el pago total adeudado, aún cuando haya otras personas que hubieran firmado como Garantes, y aún cuando el Comprador pueda oponer una defensa completa a la demanda de reembolso del Garante. Cada uno de los Garantes se compromete a responder por la deuda aún en el caso que realicemos una o más de las siguientes acciones: (1) conceder al Comprador más tiempo para efectuar uno o más pagos, (2) liberar de responsabilidad parcial o total a otro Garante, (3) liberar otra garantía, (4) aceptar que el Comprador pague una suma menor que el monto total adeudado, o (5) de otro modo, llegar a un acuerdo relacionado a este contrato o extender el plazo del contrato. Cada uno de los Garantes reconoce haber recibido una copia completa de este contrato y de la garantía en el momento de firmar. El Garante renuncia a la notificación de la aceptación de esta Garantía, a la notificación de la falta de pago, del incumplimiento y del atraso del Comprador, y a las notificaciones del monto adeudado en cualquier momento, y de los requerimientos que se le efectúan al Comprador.

Garante X \_\_\_\_\_ Fecha \_\_\_\_\_ Garante X \_\_\_\_\_ Fecha \_\_\_\_\_  
Dirección \_\_\_\_\_ Dirección \_\_\_\_\_

Firma del vendedor VEN VENTURA PARA CALIFORNIA Fecha 11/05/2015 Por X \_\_\_\_\_ Título \_\_\_\_\_

**LAW** FORM NO. 553-CA-ARB-SP (REV. 5/08) PATENTE DE EE.UU. Nº D480,782  
©2008 The Reynolds and Reynolds Company. TO ORDER: www.reynolds.com 1-800-344-0996; fax 1-800-531-4159  
LA IMPRINTA NO ENTREGA GARANTÍA, EXPRESA NI IMPLÍCITA, RESPECTO AL CONTENIDO O IDONEIDAD DE  
PROPÓSITO DE ESTE FORMULARIO. CONSULTE A SU ABOGADO.

c. Si usted no devuelve el vehículo de inmediato, será responsable de todos los gastos en los que incurra el vendedor para recuperar el vehículo, incluso honorarios razonables de abogados.  
d. Mientras el vehículo esté en su poder, todos los términos y condiciones del contrato, inclusive aquellos relacionados con el

vehículo, de un dispositivo electrónico de rastreo, el comprador acuerda que la vendedora puede hacer uso de dicho dispositivo para buscar el vehículo. Si la vendedora confisca el vehículo, todo accesorio, equipamiento o piezas de reposición deberán permanecer en el mismo. En caso de haberse otorgado préstamos en el vehículo, la vendedora guarda



THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

\*\*\*\*\* DO NOT DETACH - REGISTERED OWNER INFORMATION \*\*\*\*\*

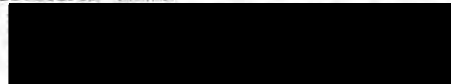


REGISTRATION CARD VALID FROM: 11/08/2010 TO: 11/08/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2010	2009	FQ	120	11	[REDACTED]
BODY TYPE MODEL	MP	MO				VEHICLE ID NUMBER
4D	G	RY				3FAHP0HA6AR[REDACTED]
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED
AUTOMOBILE		11/23/10	19	11/23/10	8	[REDACTED]

PR EXP DATE: 11/08/2010

REGISTERED OWNER



GLENDORA  
CA

AMOUNT DUE	AMOUNT RECVD
\$ 421.00	CASH :
	CHCK :
	CRDT :

AMOUNT PAID  
\$ 421.00

LIENHOLDER

FORD MOTOR CRDT CO LLC  
260 INTERSTATE N PKWY NW

ATLANTA  
GA

30339

H05 532 C7 0042100 0028 CM H05 112310 11 6LGK057 868

**From:** [REDACTED]  
**Sent:** Wednesday, March 9, 2011 11:01 AM  
**To:** Kendall, Robert (R.) <rkendal5@ford.com>  
**Subject:** RAVONLINE Case Status Information for VIN: 3FAHP0HA6AR [REDACTED]

---

\*\*\*This is a system generated email\*\*\*

Current Status: **SUBMITTED FOR APPROVAL**.

Case Details:

VIN: **3FAHP0HA6AR** [REDACTED]

Request Type: **Do Not Qualify Letter**

Affiliation: **Customer Relationship Center - Consumer Affairs**

Processing Dealer: **CLIPPINGER 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. ALL CONCERNS REPORTED WITHIN THE PRESUMPTION PERIOD HAVE BEEN RESOLVED. THERE HAVE NOT BEEN ANY REPEAT REPAIRS TO THIS VEHICLE. THE VEHICLE WAS DOWN LESS THAN THIRTY (30) DAYS WITHIN THE PRESUMPTION PERIOD. 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  
[ravupload.ravupload@minacs.adityabirla.com](mailto:ravupload.ravupload@minacs.adityabirla.com)

Sincerely,  
RAV Headquarters.

10/7/2011

2010 FUSION - 3FAHP0HA6AR [REDACTED] - WSD - 11/05/2009  
Repair History

Dealership	Date	Mileage	Consumer Concern	Dealership Service
Colley	11/11/09	315	• Car would not crank, had to jump start	• Replaced battery • Vehicle was down one (1) day
Clippinger Ford	3/15/10	6,306	• Vehicle jerking and clunk noise when shifting	• Replaced transmission • Vehicle was down ten (10) days
	4/20/10	7,430	• Consumer requested maintenance • Vehicle leaking oil and smoking	• Dealer performed requested maintenance • Re-silicone bolts between transmission case • Vehicle was down three (3) days
Redlands Ford	8/26/10	16,236	• Consumer requested maintenance	• Dealer performed requested maintenance
<b>BEYOND 18,000 MILE PRESUMPTION PERIOD</b>				
	11/5/10	23,559	• Consumer requested maintenance • Vehicle shakes when driving, clunk noise when shifting on reverse	• Dealer performed requested maintenance • Operates normally; replaced right axle seal • Vehicle was down three (3) days
			•	• • • Vehicle was down
			•	• • • Vehicle was down
			•	• • Vehicle was down



TOL-Do Not Qualify Case Details for 3FAHP0HA6AR [REDACTED]

## Profile Information

### Vehicle Information

VIN: 3FAHP0HA6AR [REDACTED]			
Description:	'10 2010 FUSION SE FWD		
Odometer Reading:	30000	Purchase Date:	11/05/2009 Warranty Start Date:
Odometer Replaced?	No		
Vehicle Obtained As:	New Vehicle	Mileage At Purchase:	MI
Ownership: Privately Owned/Leased			
Last Name:	[REDACTED]	First Name:	[REDACTED]
Address:	[REDACTED]		
City:	GLENDORA	State:	CA Zip: [REDACTED]
Home Phone:	[REDACTED]	Alternate Phone:	[REDACTED] Ext: [REDACTED]
Fax:	[REDACTED]		
Vehicle Type: Car/Light Truck			
Parts Code:	09960	Processing Dealer:	CLIPPINGER Sales 71064 FORD Code:
Dealership Contact:	MR. ZIAD ALHASSEN	Title:	
Phone:		Present Vehicle Location:	
Ext:			

### Vehicle History

TOL-Do Not Qualify Case Details for 3FAHP0HA6AR [REDACTED]

Symptoms		
Symptom Description	Symptom Code	No. of Repair Attempts
ENGINE SPEED UP-ENUP SUDDEN ACCEL ALL ENGINE TEMP	620993	0
NOISE-WINDNOISE UNKNOWN	701000	0

Prevention Tools Used	
1. FCSD Technical Hotline	No
2. FSE Tech Assist	No
3. PVT (Plant Vehicle Team)	No

Did the customer file or apply through:	
1. Better Business Bureau:	No
2. State Lemon Law Panel:	No
3. Court:	No

## Request Information

### Comments

#### Comments/Additional Information

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. ALL CONCERNS REPORTED WITHIN THE PRESUMPTION PERIOD HAVE BEEN RESOLVED. THERE HAVE NOT BEEN ANY REPEAT REPAIRS TO THIS VEHICLE. THE VEHICLE WAS DOWN LESS THAN THIRTY (30) DAYS WITHIN THE PRESUMPTION PERIOD. THE VEHICLE HAS BEEN DOWN LESS THAN THIRTY (30) DAYS FOR WARRANTY REPAIRS.

## 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 1458213340	Case Opening date: 3/9/11
ESP - TYPE - NEW 60/60,000 PREMIUMCARE W/ROADSIDE & NEW 48/60K PREM MAINT(M&W) 7.5K INTERVAL	Warranty Start Date: 11/05/2009	NEW XXX LEASED USED
Dealer S/M & Phone# - MICHAEL ITOW, CLIPPINGER FORD, 626-339		
Dealer P & A Code - 09960		
Vehicle/ VIN - 3FAHP0HA6AR[REDACTED] 2010 FUSION 30,000 Miles		
FCSD Region - Los Angeles	RES - Susan Aluja	
# of Repair Visits for Same Concern - One (1)	# of Days Out of Service - TBD	

NOTES: **Consumer Wants Repurchase**

**Ford Motor Co.**  
**California Lemon Law Review**

<b>DATE:</b>	3/9/11	
<b>TO:</b>	<b>Service Manager:</b>	MICHAEL ITOW
	<b>Fax:</b>	626-331-9734 / mitow@westcovinamotors.com
<b>FROM:</b>	<b>Ford Analyst:</b>	Bob Kendall
	<b>Phone/Fax:</b>	866-567-6518 x7144/ 888-520-2385
<b>RE:</b>	<b>Customer Name:</b>	[REDACTED]
	<b>CuDL Case #:</b>	[REDACTED]
	<b>Vehicle Type:</b>	2010 FUSION
	<b>VIN:</b>	3FAHP0HA6AR [REDACTED]
	<b>Summary of Concerns:</b>	WARRANTY HISTORY
<b># OF PAGES:</b>	4	

Your dealership has been identified as the servicing party in the above referenced case, and can best provide the information required to properly review and investigate this customer's request for repurchase / replacement.

**Please return the following required documents, via fax, within the next 24 hours:**

1. Complete all sections of the attached Dealer Report
2. Complete the Dealership Repair History Summary
3. Include accounting copies of all applicable repair orders, front and back (warranty, internal and retail) that may assist with our case review and response. (If the warranty concerns are not clear as listed above, please feel free to contact me).
4. Copies of technician notes and write-up sheets

**It is very important we receive your report and supporting documents in order to complete a good faith review of the customers repurchase / replacement request.**

We appreciate your assistance, if you have any questions, please feel free to contact me. Thank you!

## Instructions for Completing the Dealer Report and Dealership Repair History Summary

1. Does this vehicle have commercial lettering or decals on it?

*If yes, please explain: i.e. send pictures or detailed description of the lettering or decals.*

2. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories?

*If yes, please explain: i.e. take/send pictures or detailed description of the aftermarket accessories.*

3. Does this vehicle show signs of abuse or lack of maintenance?

*If yes, please explain: i.e. take/send pictures and provide detailed description of the abuse or proof for lack of maintenance.*

4. How many **total days** has the vehicle been out of service for Ford warranty concerns at your dealership? *This number should NOT include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed.*

### Please Note:

- It is very important to complete and return the dealer report prior at your earliest convenience. The dealer report is one of the most important documents the Dispute Resolution Specialist or Arbitrator uses to make their decision. **Please complete and return within 24 hours of receipt.**
- When completing the "Dealership Repair History Summary" (page 2), summarize only those concerns that are listed on the customer's application. Please be thorough in your description of "action taken." Use only **one** box per repair. Duplicate and attach additional sheets if necessary.



## Dealer Report and Repair Order Summary

**Please Return To:** Bob Kendall

FAX 888-520-2385 or phone 866-567-6518 x. 7144 or e-mail to: [rkendal5@ford.com](mailto:rkendal5@ford.com)

### ***Attn: Service Manager - Immediate Action Required***

\*PLEASE FILL IN THE BLANKS WITH A \* BY THEM\*

*Your name:		*Your phone #:	
Dealership Name:	CLIPPINGER FORD		
Review Open Date:	3/9/11	CuDL Case #:	
Customer's Name:		Vin:	3FAHP0HA6AR
Year/Make/Model	2010 FUSION	*Current Mileage:	30,000

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

2. Does this vehicle have a performance chip, lift kit, remote starter, or other aftermarket accessories? Yes ☐ No ☐  
If yes, please list aftermarket item/s.

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

4. Total number of days the vehicle has been out of service for Ford warranty repairs at your dealership? \_\_\_\_\_

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Please attach any additional comments on a separate page**

**RETAIN A COPY FOR YOUR RECORDS**

### Dealership Repair History Summary

CuDL case # \_\_\_\_\_ Customer: \_\_\_\_\_ VIN: \_\_\_\_\_

WARRANTY ☐ 3/36 Bumper to Bumper ☐ 4/50 Bumper to Bumper ☐ 5/100 PowerStroke Diesel Engine Warranty (\$100 Deductible)

FORD ESP ☐ PremiumCARE ☐ ExtraCARE ☐ BaseCARE ☐ PowertrainCARE ☐ RentalCARE ☐ MaintenanceCARE  
Expiration: Date \_\_\_\_\_ Miles \_\_\_\_\_

PLEASE INDICATE TYPE ☐ Goodwill ESP ☐ Customer purchased retail ESP ☐ Non-Ford ESP Name of Provider? \_\_\_\_\_

RO Number	Date In	Date Completed	Total Days	Mileage	Customer's Concern	Action Taken	How Paid? Warranty / AWA / ESP / Retail / Dealer Internal

Please duplicate, as necessary and attach additional sheets.



**MANUFACTURER RESPONSE FORM  
(CALIFORNIA)**

**Case Number:** [REDACTED] **Vehicle:** 2010 FUSION  
**Customer Name:** [REDACTED] **VIN:** 3FAHP0HA6AR [REDACTED]  
**Warranty Start Date:** 11/05/2009 **Mileage:** 30,000  
**Address:** [REDACTED], GLENDORA, CA [REDACTED]  
**Phone:** [REDACTED], Alt: [REDACTED]

Purchased: ☒ New ☐ Used ☐ Leased (terms of lease)  
This Vehicle is: ☒ IN Bumper-to-Bumper Warranty ☐ IN Diesel Warranty ☐ OUT of all Warranties  
Extended Service Plan: ☐ NO ☒ YES NEW 60/60,000 PREMIUMCARE W/ROADSIDE & NEW 48/60K  
PREM MAINT(M&W) 7.5K INTERVAL

**The Customer Complaints:**

- VEHICLE STILL HAS SUDDEN ACCELERATION AND PULLING

**MANUFACTURER'S POSITION:**

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.

All concerns reported within the presumption period have been resolved. There have not been any repeat repairs to this vehicle. The vehicle was down less than thirty (30) days within the presumption period.

The vehicle has been down less than thirty (30) days for warranty repairs.

**Documentation Provided (please check):**

- ☐ Dealer Report  
☒ Other: AWS Warranty History, Vehicle Repair History.

Completed by: Bob Kendall

Date: 3/9/2011





Dealership	Date	Mileage	Consumer Concern	Dealership Service
Colley	11/11/09	315	• Car would not crank, had to jump start	• Replaced battery
Clippinger Ford	3/15/10	6,306	• Vehicle jerking and clunk noise when shifting	• Replaced transmission
	4/20/10	7,430	• Consumer requested maintenance	• Dealer performed requested maintenance
			• Vehicle leaking oil and smoking	• Re-silicone bolts between transmission case
Redlands Ford	8/26/10	16,236	• Consumer requested maintenance	• Dealer performed requested maintenance
<b>BEYOND 18,000 MILE PRESUMPTION PERIOD</b>				
	11/5/10	23,559	• Consumer requested maintenance	• Dealer performed requested maintenance
			• Vehicle shakes when driving, clunk noise when shifting on reverse	• Operates normally, replaced right axle seal



## STANDARD CLAIMS LIST

## AWS Online Report

Run Date: 09-08-11

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

	DE	C/DE	F C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	1	7A01	BXT	96R	S00	F03	S09	V10	C25	28
AWS Claim Key:	00370	Doc #:	07056351	Trx Code:	2	Labor Hrs:	4	Labor Cost:	36.7	Material Cost:	109.35	Total Cost:	146.05								
Dir Cd-Sub Cd:	00472	Name:	COLLEY	Ph:	909-5924131	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	11-NOV-09	DIST(Mile):315							
Cust Comments:	CUSTOMER STATES CAR WOULD NOT CRANK, HAD TO JUMP START																				
Tech Comments:	TESTED AND REPLACED FAILED BATTERY 169 CCAS																				
	DE	C/DE	F C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	5	3A11	9ESZ	7000	M	F04	S11	V48	P67	42
AWS Claim Key:	00003	Doc #:	15311401	Trx Code:	S07	Labor Hrs:	10.4	Labor Cost:	968.66	Material Cost:	3115.88	Total Cost:	4084.54								
Dir Cd-Sub Cd:	00960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	15-MAR-10	DIST(Mile):6306							
Cust Comments:	CUSTOMER STATES VEHICLE JERKING AND CLUNK NOISE WHEN SHIFTING, CHECK AND ADVISE																				
Tech Comments:	DIAG. TRANSMISSION, TRANSMISSION SLIPPING ON 2 3 AND 3 4 AND 5 1 SHIFT, SLIPPING ON ACCELERATION WHEN HOT, EBC TEST NO CODES, CHECK FLUID FLUID BURNED AND CONTAMINATED, INTERNAL PROBLEM RUN OASIS. FOUND SSM 21251 UPDATED VALVEBODY R R TRANS FOUND VALVEBODY FAILED CAUSING OD AND DIRECT CLUTCHS TO BURN. VALVEBODY ON BACKORDER, DID COST CAP TOOL RECOMMEND TO REPLACE TRANS. REPLACE TRANS WITH EXCHANGE F																				
	DE	C/DE	F C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	5	8Y20	*	TAPI	*	P09	SXX	V99	A99	82
AWS Claim Key:	001201	Doc #:	15311402	Trx Code:	TAPI	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	033.05								
Dir Cd-Sub Cd:	00960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	15-MAR-10	DIST(Mile):6306							
Cust Comments:	SERVICE TAP DAYS																				
Tech Comments:	SERVICE TAP DAYS																				
	DE	C/DE	F C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	6	3A10	*	7005	*	P04	S11	V44	L65	33
AWS Claim Key:	000029	Doc #:	15364501	Trx Code:	2	Labor Hrs:	3	Labor Cost:	27.94	Material Cost:	0	Total Cost:	27.94								
Dir Cd-Sub Cd:	00960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	20-APR-10	DIST(Mile):7430							
Cust Comments:	CUSTOMER STATES VEHICLE LEAKING OIL AND SMOKING CHECK AND ADVISE																				
Tech Comments:	PERFORM INSPECTION AND FOUND LEAK BETWEEN TRANS CASE RESILICONE BOLTS, TEST AND RETEST OK NOW																				
	DE	C/DE	F C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	6	8Y05	*	MAINT	*	T09	EXA	S99	A99	82
AWS Claim Key:	00001	Doc #:	15364502	Trx Code:	0968S	Labor Hrs:	1	Labor Cost:	0	Material Cost:	33.47	Total Cost:	33.47								
Dir Cd-Sub Cd:	00960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	20-APR-10	DIST(Mile):7430							
Cust Comments:	PERFORMED 7500 MILES SERVICE PER MAINTENANCE PLAN																				
Tech Comments:	PERFORMED 7500 MILES SERVICE PER MAINTENANCE PLAN																				



Page 4 of 4

DE	CDE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	6	6Y20	*	TAP1	*	F00	SXX	V99	A99	82
AWS Claim Key:	Doc #:	15164503	Trx Code:	TAP1	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	90									
Dir Cd-Sub Cd:	09960-*	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA		City Cd:	USA	Reg Cd:	NA	Repr Date:	20-APR-10							DIST(Mile):7430
Cust Comments:	SERVICE TAP DAYS																				
Tech Comments:	SERVICE TAP DAYS																				
DE	CDE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	02	6Y05	*	MAINT	*	F00	SXX	V99	A99	82
AWS Claim Key:	Doc #:	10396301	Trx Code:	0968S	Labor Hrs:	3	Labor Cost:	11.43	Material Cost:	23.29	Total Cost:	34.72									
Dir Cd-Sub Cd:	0016Y-*	Name:	REDLANDS FORD	Ph:	909-7933711	St:	CA		City Cd:	USA	Reg Cd:	NA	Repr Date:	70-AUG-10							DIST(Mile):16336
Cust Comments:	PERFORM TSP 15,000 MILE SERVICE																				
Tech Comments:	OIL MAINT-CHANGED OIL AND FILTER ROTATED TIRES CHECK BRAKES FOR MAINT. - MAINTENANCE																				

## BEYOND 18,000 MILE PRESUMPTION PERIOD

DE	C/DE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	13	6Y30	*	TAP1	*	F00	SXX	V99	A99	82
AWS Claim Key:	Doc #:	15600305	Trx Code:	TAP1	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	93.75									
Dir Cd-Sub Cd:	09960-*	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA		City Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-10							DIST(Mile):73559
Cust Comments:	I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL CHARGES TO RENTAL EXCEPT FOR RULE COVERAGE UNDER MY FORD E.S.P. PLAN CUST SIGN																				
Tech Comments:	TAP RENTAL PROVIDED RENTAL CAR.																				
DE	C/DE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	13	6Y05	*	MAINT	*	F00	SXX	V99	A99	82
AWS Claim Key:	Doc #:	15600305	Trx Code:	0968S	Labor Hrs:	1	Labor Cost:	13.51	Material Cost:	23.29	Total Cost:	37.80									
Dir Cd-Sub Cd:	09960-*	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA		City Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-10							DIST(Mile):23791
Cust Comments:	PERFORMED 22500 MILES PER MAINTENANCE PLAN																				
Tech Comments:	PERFORMED 22500 MILES SERVICE PER MAINTENANCE PLAN																				
DE	C/DE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	13	5A12	9LXZ	1177	BA	F00	S10	V19	N25	42
AWS Claim Key:	Doc #:	15600391	Trx Code:	E84	Labor Hrs:	3	Labor Cost:	287.26	Material Cost:	11.5	Total Cost:	578.76									
Dir Cd-Sub Cd:	09960-*	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA		City Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-10							DIST(Mile):23559
Cust Comments:	CUSTOMER STATES VEHICLE SHAKES WHEN DRIVING AND CLUNK NOISE WHEN SHIFT ON REVERSE. CHECK AND ADVISE																				
Tech Comments:	DIAGNOSIS TRANSMISSION ROAD TEST ALL SHIFT SCHEDULE AND TIRMING OK. FCC TEST NO CODES CK FLUID LEVEL. LEVEL LOW. RAISE VEHICLE FOUND TRANSMISSION LEAKING AT RIGHT AXLE SEAL. REPLACE RIGHT AXLE SEAL REFILL TRANSMISSION. TEST AND ROAD TEST OK NOW																				





**MANUFACTURER RESPONSE FORM  
(CALIFORNIA)**

**Case Number:** [REDACTED] **Vehicle:** 2010 FUSION  
**Customer Name:** [REDACTED] **VIN:** 3FAHP0HA6AR [REDACTED]  
**Warranty Start Date:** 11/05/2009 **Mileage:** 30,000  
**Address:** [REDACTED], GLENDORA, CA [REDACTED]  
**Phone:** [REDACTED] Alt - [REDACTED]

Purchased: ☒ New ☐ Used ☐ Leased (terms of lease)  
This Vehicle is: ☒ IN Bumper-to-Bumper Warranty ☐ IN Diesel Warranty ☐ OUT of all Warranties  
Extended Service Plan: ☐ NO ☒ YES NEW 60/60,000 PREMIUMCARE W/ROADSIDE & NEW 48/60K  
PREM MAINT(M&W) 7.5K INTERVAL

**The Customer Complaints:**

- VEHICLE STILL HAS SUDDEN ACCELERATION AND PULLING

**MANUFACTURER'S POSITION:**

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.

All concerns reported within the presumption period have been resolved. There have not been any repeat repairs to this vehicle. The vehicle was down less than thirty (30) days within the presumption period.

The vehicle has been down less than thirty (30) days for warranty repairs.

**Documentation Provided (please check):**

- ☐ Dealer Report  
☒ Other: AWS Warranty History, Vehicle Repair History.

Completed by: Bob Kendall

Date: 3/9/2011



Page 2 of 4

Dealership	Date	Mileage	Consumer Concern	Dealership Service
Colley	11/11/09	315	• Car would not crank; had to jump start	• Replaced battery
Clippinger Ford	5/15/10	6,306	• Vehicle jerking and clunk noise when shifting	• Replaced transmission
	8/20/10	7,430	• Consumer requested maintenance • Vehicle leaking oil and smoking	• Dealer performed requested maintenance • Re-silicone bolts between transmission case
Radlands Ford	5/26/10	16,236	• Consumer requested maintenance	• Dealer performed requested maintenance
<b>BEYOND 18,000 MILE PRESUMPTION PERIOD</b>				
	11/5/10	23,559	• Consumer requested maintenance • Vehicle shakes when driving, clunk noise when shifting on reverse	• Dealer performed requested maintenance • Operates normally; replaced right axle seal

## STANDARD CLAIMS LIST

A Web Archive. <http://www.archive.org>

Run Date: 09-MAR-11

*Note: All Costs are in US Dollars. Server Name: AWS Prd Claims loaded through*

Doc #	C/D/E	F C/A	* C/A	A3	CW6	C/SB	13-10-09	05-11-09	171102	USA	5	3A11	BXT	95R	300	FOI	S10	V19	C25	28
AWS Claim Key:	Doc #:	07056451	Trx Code:	2	Labor Hrs:	4	Labor Cost:	36.7	Material Cost:	169.35	Total Cost:	146.05								
Dir Cd-Sub Cd:	Name:	COLLEY	Ph:	908-5924131	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	11-NOV-09								
Cust Comments:	CUSTOMER STATES CAR WOULD NOT CRANK. HAD TO JUMP START																			
Tech Comments:	TESTED AND REPLACED FAILED BATTERY 169 CCAS																			
Doc #	C/D/E	F C/A	* C/A	A3	CW6	C/SB	13-10-09	05-11-09	171102	USA	5	3A11	95S2	7000	W	FOI	S11	V48	P67	42
AWS Claim Key:	Doc #:	15311401	Trx Code:	S07	Labor Hrs:	16.4	Labor Cost:	968.66	Material Cost:	3115.88	Total Cost:	4384.54								
Dir Cd-Sub Cd:	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	15-MAR-10								
Cust Comments:	CUSTOMER STATES VEHICLE JERKING AND CLUNK NOISE WHEN SHIFTING, CHECK AND ADVISE																			
Tech Comments:	DIAO. TRANSMISSION, TRANSMISSION SLIPPING ON 2.3 AOD 3.4 AND 1.3 SHIFT, SLIPPING ON ACCELERATION WHEN HOT, EEC TEST NO CODES, CHECK FLUID FLUID BURNED AND CONTAMINATED, INTERNAL PROBLEM RUN OASIS. FOUND SSM 21251. UPDATED VALVEBODY R R TRANS FOUND VALVEBODY FAILED CAUSING OD AND DIRECT CLUTCHES TO BURN VALVEBODY ON BACKORDER. DID COST CAP TOOL RECOMMEND TO REPLACE TRANS. REPLACE TRANS WITH EXCHANGE F																			
Doc #	C/D/E	F C/A	* C/A	A3	CW6	C/SB	13-10-09	05-11-09	171102	USA	5	6Y20	0	TAPI	0	V00	5XX	V00	A99	52
AWS Claim Key:	Doc #:	15311402	Trx Code:	TAPI	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	33.05								
Dir Cd-Sub Cd:	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	15-MAR-10								
Cust Comments:	SERVICE TAP DAYS																			
Tech Comments:	SERVICE TAP DAYS																			
Doc #	C/D/E	F C/A	* C/A	A3	CW6	C/SB	13-10-09	05-11-09	171102	USA	6	3A10	0	2005	0	FOI	S11	V44	L65	33
AWS Claim Key:	Doc #:	15364501	Trx Code:	2	Labor Hrs:	3	Labor Cost:	27.94	Material Cost:	0	Total Cost:	27.94								
Dir Cd-Sub Cd:	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	20-APR-10								
Cust Comments:	CUSTOMER STATES VEHICLE LEAKING OIL AND SMOKING. CHECK AND ADVISE																			
Tech Comments:	PERFORM INSPECTION AND FOUND LEAK BETWEEN TRANS CASE. RESILICONE BOLTS, TEST AND RETEST OK NOW.																			
Doc #	C/D/E	F C/A	* C/A	A3	CW6	C/SB	13-10-09	05-11-09	171102	USA	6	6Y05	0	MA94	0	FOI	S15	V00	A99	52
AWS Claim Key:	Doc #:	15364502	Trx Code:	0968S	Labor Hrs:	1	Labor Cost:	32.0	Material Cost:	0.41	Total Cost:	32.41								
Dir Cd-Sub Cd:	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	20-APR-10								
Cust Comments:	PERFORM 7500 MILE SERVICE PER MAINTENANCE PLAN																			
Tech Comments:	PERFORM 7500 MILE SERVICE PER MAINTENANCE PLAN																			





Page 4 of 4

DE	C/DE	F	C/FA	*	C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	6	6Y20	*	TAP1	*	170	SXX	V99	A99	82
AWS Claim Key:	712281	Doc #:	15764513	Trx Code:	TAP1	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	00									
Dir Cd-Sub Cd:	09960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	20 APR-10									
Cost Comments:	SERVICE TAP DAYS																					
Tech Comments:	SERVICE TAP DAYS																					
DE	C/DE	F	C/FA	*	C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	6	6Y20	*	MAINT	*	170	SXX	V99	A99	82
AWS Claim Key:	712281	Doc #:	07966731	Trx Code:	0968S	Labor Hrs:	1	Labor Cost:	31.44	Material Cost:	71.79	Total Cost:	103.23									
Dir Cd-Sub Cd:	09160	Name:	REDLANDS FORD	Ph:	909-7931211	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	26 MAY-10									
Cost Comments:	PERFORMES 15,000 MILE SERVICE																					
Tech Comments:	OP. MAINT CHANGED OIL AND FILTER ROTATED TIRES CHECK BRAKES FOR MAINT. - MAINTENANCE																					

## BEYOND 18,000 MILE PRESUMPTION PERIOD

DE	C/DE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	13	6Y20	*	TAP1	*	170	SXX	V99	A99	82
AWS Claim Key:	1131181	Doc #:	15600305	Trx Code:	TAP1	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	05.76								
Dir Cd-Sub Cd:	09960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-10					DIST(Mile):	13559		
Cost Comments:	I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL CHARGES TO RENTAL EXCEPT FOR RULE COVERAGE UNDER MY FORD E.S.P. PLAN CUST SIGN																				
Tech Comments:	TAP RENTAL PROVIDED RENTAL CAR.																				
DE	C/DE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	13	6Y03	*	MAINT	*	170	SXX	V99	A99	82
AWS Claim Key:	1131181	Doc #:	15600303	Trx Code:	0968S	Labor Hrs:	1	Labor Cost:	73.51	Material Cost:	63.39	Total Cost:	136.90								
Dir Cd-Sub Cd:	09960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-10					DIST(Mile):	13559		
Cost Comments:	PERFORM 22500 MILES PER MAINTENANCE PLAN																				
Tech Comments:	PERFORM 22500 MILES SERVICE PER MAINTENANCE PLAN																				
DE	C/DE	F	C/FA	* C/A	A3	C/W6	C/SB	13-10-09	05-11-09	171102	USA	13	5A12	9L82	1177	BA	F90	S10	V49	N25	42
AWS Claim Key:	1131181	Doc #:	15600301	Trx Code:	E84	Labor Hrs:	3	Labor Cost:	287.26	Material Cost:	11.5	Total Cost:	298.76								
Dir Cd-Sub Cd:	09960	Name:	CLIPPINGER FORD	Ph:	626-3396291	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-10					DIST(Mile):	13559		
Cost Comments:	CUSTOMER STATES VEHICLE SHAKES WHEN DRIVING AND CLUNK NOISE WHEN SHIFT ON REVERSE, CHECK AND ADVISE																				
Tech Comments:	DIAGNOSIS TRANSMISSION ROAD TEST ALL SHIFT SCHEDULE AND TIMING OK. EEC TEST NO CODES CK FLUID LEVEL, LEVEL LOW, RAISE VEHICLE FOUND TRANSMISSION LEAKING AT RIGHT AXLE SEAL, REPLACE RIGHT AXLE SEAL REFILL TRANSMISSION, TEST AND ROAD TEST OK NOW.																				

**From:** Kendall, Robert (R.)  
**Sent:** Wednesday, March 9, 2011 10:55 AM  
**To:** Susan Aluia (saluia@ford.com) <saluia1@ford.com>  
**Cc:** Stone, Terrie (T.) <tstone26@ford.com>  
**Subject:** CALL-[REDACTED]-CALL [REDACTED]  
FordsPositionCaliforniaLLCases-No RAV  
**Attach:** 3-9-11 [REDACTED] CALL-[REDACTED]  
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.

All concerns reported within the presumption period have been resolved. There have not been any repeat repairs to this vehicle. The vehicle was down less than thirty (30) days within the presumption period.

The vehicle has been down less than thirty (30) days for warranty repairs.

Bob Kendall  
Dispute Resolution Specialist | Ford Customer Relationship Center  
866-567-6518 ext. 7144 (direct) | 888-520-2385 (efax)  
Email: rkendal5@ford.com

10/10/2011





-T ROMANO - R WJ

**LAW OFFICES OF MARK ROMANO**  
**CONSUMER PROTECTION ATTORNEYS**

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

6045 N. Green Bay Avenue  
Glendale WI 53209  
Telephone (877) 575-3666  
Facsimile (877) 575-9666  
[www.Lemon-Law.to](http://www.Lemon-Law.to)

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

May 1, 2009

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

RECEIVED

Re: [REDACTED]  
Pinnacle Woodworks Inc.  
2009 Ford Escape  
VIN 1FMCU93G49K [REDACTED]

Dear Sir/Madam:

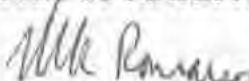
Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of [REDACTED] claim. At this time, we have been authorized to attempt to resolve this matter without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

[REDACTED] has experienced numerous problems with his vehicle which have caused it to be serviced on at least four occasions and out of service for 30 days during the first year of the warranty. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of both the Wisconsin Lemon Law and Magnuson-Moss Warranty Act. As such, pursuant to § 218.0171 Wis. Stats., [REDACTED] demands a refund calculated in accordance with the Lemon Law, plus collateral costs and attorney fees and costs. Upon payment of the above refund, Mr. Mullins will return his vehicle and transfer the title to you.

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

Very truly yours

LAW OFFICES OF MARK ROMANO

  
Mark Romano

Enclosure: Purchase Agreement



## Repair Order Detail - Diagnostic

Data Released: 05/03/2009 11:28:54am

Dealer P&amp;A Code - Name: 03756 - Gordie Boucher of West Bend, Inc.

Division: Ford

Region: Chicago - G1 Zone: At5

Prompted Repair Order Number(s): [REDACTED]

## Repair Order Information

Repair Order Number: 132086  
Repair Order Open Date: 04/06/2009  
Repair Order Closed Date: 04/30/2009  
Repair Order First Arrived Date: 05/01/2009

Repair Order Process Date: 05/03/2009  
Repair Order Open Time: 0823  
Repair Order Closed Time: 1701  
Service Advisor DSP ID: 8165  
Service Advisor STARS ID: 000409031

## Dealer Information

Dealer DSP: ADP  
CDS Version: 2.20  
Dealer Address: 3021 West Washington  
Dealer City: West Bend  
Dealer State: WI  
Dealer Zip Code: 53095  
Dealer Country: UNITED STATES

## Vehicle Information

VIN: 1FMGU93G49KA [REDACTED]  
Vehicle: 2009 ESCAPE FORD  
Vehicle Sale Date: 1/5/2009  
Odometer Reading: 3,713  
Odometer Indicator: M

Parts Total:	\$0.
Labor Total:	\$163.81
Repair Order Misc. Costs:	\$25.59
Repair Order Sales Tax:	\$0
GRAND TOTAL:	\$189.40

## LABOR

Job Number	Sub Job Number	Repair Pay Type	Department Code	Service Technician DSP ID	Service Technician STARS ID	Original Labor Op Code	Original Labor Op Code Desc	Translated Labor Op Code	Translated Labor Op Code Desc	REACT Repair Category Code	REACT Repair Category Desc	Repair Labor Customer Cost
1	0	W	S	8181	000412478	12650D	EEC (QUICK TEST) - DIAGNOSIS - L	12650D	EEC (QUICK TEST) DIAGNOSIS	05	Scheduled Maintenance	\$163.81
1	1	W	S	8181	000412478	12650D45	PIN POINT TEST - DIAGNOSIS - L	12650D45	PIN POINT TEST DIAGNOSIS	07	Electrical	\$0
1	2	W	S	8181	000412478	12650D80	DCL DISPLAY PID MONITOR - TEST - L	12650D80	NGS DCL DISPLAY TEST	07	Electrical	\$0
1	3	W	S	8181	000412478	MT12650D	INSTALL FLIGHT RECORDER AND ANALYZE RECORDINGS	UNKNOWN	No Description	07	Electrical	\$0
2	0	I	S	8181	000412478	99P	PERFORM MULTI-POINT INSPECTION	99P	PERFORM MULTI-POINT INSPECTION (2-11)	05	Scheduled Maintenance	\$0
											Labor Total:	\$163.81

## PARTS

Job Number	Part Sequence Number	Part Group Code	IBIS MLJ Code	Part Prefix	Part Base	Part Suffix	Part Description	Core Return Indicator	Ford Part Flag	Parts Quantity	Dealer Cost/Unit	Dealer Extended Cost	Customer Cost/Unit	Customer Extended Cost
1									N	0	\$0.	\$0.	\$0.	\$0.
2									N	0	\$0.	\$0.	\$0.	\$0.
										Parts Totals:	0	\$0.	\$0.	\$0.



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458

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05/11/2009 10:53 2623384662

BOUCHER SERVICE WB

## GORDIE BOUCHER

FORD LINCOLN - MERCURY OF WEST BEND  
3021 W. WASHINGTON ST.  
WEST BEND, WI 53085  
262-338-3379

METRO 414-272-8130



CUSTOMER #:

\*INVOICE\*

PAGE 1

GERMANTOWN, WI

HOME: CONTINUA  
BUS: CELL:

SERVICE ADVISOR: 8165 GARY P JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	09	FORD ESCAPE	1FMCU93G49K		5713/5713	T523

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	PAYMENT	INV DATE
05JAN09	05JAN2012	16:30	06APR09		CASH	09APR09

R.O. OPENED	DATE OWNER NOTIFIED	OPTIONS
06APR09	09APR09	STK:T90340 ENG:3.0 Liter DURATEC 1)JMA CONTRACT #J0000163506 PLATINUM COVERAGE 4/100,000 MILES WITH \$100 2)DEDUCTIBLE

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CS	THE	CAR	DIED	COMING TO A STOP - SLOWING WITH FOOT ON BRAKE		
					-INTERMITTANT - MAY BE A CHUG AND A MISS LIKE IT WILL DIE BUT		
					COMES BACK TO LIFE		

CAUSE:

126500 EEC (QUICK TEST) - DIAGNOSIS - L (N/C)

8181 W94

12650045 PIN POINT TEST - DIAGNOSIS - L (N/C)

8181 W94

12650080 DCL DISPLAY/PID MONITOR - TEST - L (N/C)

8181 W94

MT126500 INSTALL FLIGHT RECORDER AND ANALYZE

RECORDINGS

8181 W94 (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

6049

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION

99P PERFORM MULTI-POINT INSPECTION

8181 ISP (N/C)

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

\*\*\*\*\*

THANK YOU!!!

\*\*\*\*\*

### Service Dept. Hours:

Monday - Friday Saturday  
7:00 am - 5:30 pm 7:00 am - 3:00 pm

262-338-3379



### QUALITY CARE

Where the Quality Continues

### "THE BOUCHER DIFFERENCE"

Let us earn your business the old fashioned way  
through quality service and competitive pricing.

### STATEMENT OF DISCLAIMER

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

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

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Admin. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-9911.

CUSTOMER COPY



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BOUCHER SERVICE WB

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CUSTOMER #

**GORDIE BOUCHER**  
FORD LINCOLN - MERCURY OF WEST BEND  
3021 W. WASHINGTON ST.  
WEST BEND, WI 53095  
262-338-3375  
METRO 414-272-6130

WORKORDER

GERMANTOWN, WI

PAGE 2

HOME: [REDACTED] CONT: N/A  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 8165 JOHNSON, GARY P

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	09	FORD ESCAPE	1FMCU93G49K		5713/5722	756
DEL DATE	IN-SERVICE DATE	WARR. EXP.	PROMISED	PG. NO.	PAYMENT	INV. DATE
05JAN09	05JAN2012	16:30	06APR09		CASH	
DATE VEHICLE RECEIVED		DATE OWNER NOTIFIED		OPTIONS: STK:T90340 ENG:3.0 Liter DURATEC 1)JMA		
06APR2009 08:23				CONTRACT #J0000163506 PLATINUM COVERAGE 4/100,000		
				MILES WITH \$100 2) DEDUCTIBLE		

LINE OF CODE TECH. TYPE DESCRIPTIONS/INSTRUCTIONS  
# A W94 CS THE CAR DIED COMING TO A STOP - SLOWING WITH FOOT ON BRAKE - INTERMITTANT - MAY BE A CHUG AND A MISS LIKE IT WILL DIE BUT COMES BACK TO LIFE

# B 99P ISP PERFORM MULTI-POINT INSPECTION

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	1.8	132096		APR 9 14:38
		8181		APR 9 13:53
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	NF	132096		APR 9 11:08
		8181	LO	APR 9 9:33
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	NF	132096		APR 9 7:16:35
		8181	DVR ON 50	
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	NF	132096		APR 6 10:35
		8181		APR 6 9:32

*Install Data Recorder for Dave Brooks to Drive*

**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.

X CUSTOMER SIGNATURE  
THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.

\*Any warranties on the products sold hereby are those made by the manufacturer. The seller, GORDIE BOUCHER FORD LINCOLN - MERCURY OF WEST BEND 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.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

- I request an estimate in writing before you begin repairs.
- Please proceed with repairs, but call me before continuing if the price will exceed \$\_\_\_\_\_.
- I DO NOT want an estimate.

ADDITIONAL WORK AUTHORIZED BY: \_\_\_\_\_ NAME: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ A.M. P.M. NO. CALLED: \_\_\_\_\_ NEW TOTAL ESTIMATE: \_\_\_\_\_

☒ This vehicle received without face to face customer contact.

Signature: \_\_\_\_\_

Notice: You are entitled to inspect or receive any components, parts, or accessories repaired or removed by this shop.



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BOUCHER SERVICE WB

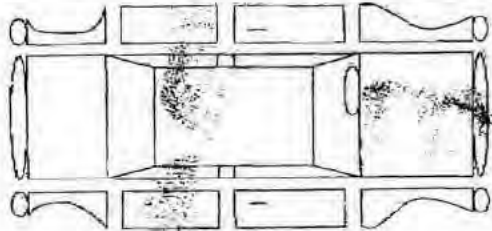
PAGE 87/88

### Customer Declines Recommended Maint.

X

Quality Check Performed	
-------------------------	--

☒



D 4/10/09 Cust taking vehicle before concern could be verified - EMAILED to Ford Hotline for known concerns.

C ✓ 5/8/89  
✓ VPR Recordings could not  
find any weapons in Recordings

B need to install VDR  
Done w/ VDR 30x working  
✓ Recordings found no problem  
Done w/ Save Books  
Could not duplicate problem

A. 8/8/81  
 Rain causes no cores  
 ✓ Cores no cores in SXS  
 Drive monitoring plots could not  
 duplicate

DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK	INITIALS
12/1/20	DEPOSIT	100.00		CHASE	
12/2/20	PAYROLL	50.00	101	CHASE	
12/3/20	RENT	25.00	102	CHASE	
12/4/20	UTILITIES	15.00	103	CHASE	
12/5/20	SALES	75.00		CHASE	
12/6/20	PAYROLL	50.00	104	CHASE	
12/7/20	RENT	25.00	105	CHASE	
12/8/20	UTILITIES	15.00	106	CHASE	
12/9/20	SALES	75.00		CHASE	
12/10/20	PAYROLL	50.00	107	CHASE	
12/11/20	RENT	25.00	108	CHASE	
12/12/20	UTILITIES	15.00	109	CHASE	
12/13/20	SALES	75.00		CHASE	
12/14/20	PAYROLL	50.00	110	CHASE	
12/15/20	RENT	25.00	111	CHASE	
12/16/20	UTILITIES	15.00	112	CHASE	
12/17/20	SALES	75.00		CHASE	
12/18/20	PAYROLL	50.00	113	CHASE	
12/19/20	RENT	25.00	114	CHASE	
12/20/20	UTILITIES	15.00	115	CHASE	
12/21/20	SALES	75.00		CHASE	
12/22/20	PAYROLL	50.00	116	CHASE	
12/23/20	RENT	25.00	117	CHASE	
12/24/20	UTILITIES	15.00	118	CHASE	
12/25/20	SALES	75.00		CHASE	
12/26/20	PAYROLL	50.00	119	CHASE	
12/27/20	RENT	25.00	120	CHASE	
12/28/20	UTILITIES	15.00	121	CHASE	
12/29/20	SALES	75.00		CHASE	
12/30/20	PAYROLL	50.00	122	CHASE	
12/31/20	RENT	25.00	123	CHASE	
12/31/20	UTILITIES	15.00	124	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	125	CHASE	
12/31/20	RENT	25.00	126	CHASE	
12/31/20	UTILITIES	15.00	127	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	128	CHASE	
12/31/20	RENT	25.00	129	CHASE	
12/31/20	UTILITIES	15.00	130	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	131	CHASE	
12/31/20	RENT	25.00	132	CHASE	
12/31/20	UTILITIES	15.00	133	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	134	CHASE	
12/31/20	RENT	25.00	135	CHASE	
12/31/20	UTILITIES	15.00	136	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	137	CHASE	
12/31/20	RENT	25.00	138	CHASE	
12/31/20	UTILITIES	15.00	139	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	140	CHASE	
12/31/20	RENT	25.00	141	CHASE	
12/31/20	UTILITIES	15.00	142	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	143	CHASE	
12/31/20	RENT	25.00	144	CHASE	
12/31/20	UTILITIES	15.00	145	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	146	CHASE	
12/31/20	RENT	25.00	147	CHASE	
12/31/20	UTILITIES	15.00	148	CHASE	
12/31/20	SALES	75.00		CHASE	
12/31/20	PAYROLL	50.00	149	CHASE	
12/31/20	RENT	25.00	150	CHASE	
12/31/20					

RECOMMENDED MAINT

Critical

Total from Front =

stock
Y/N

## PARTS

amt.

Hours

amt.

## DIAGNOSIS

DP12-006 001445LC



Repair Order Detail - Diagnostic  
Dealer P&A Code - Name: 07985 - Gurnee Ford-Lincoln-Mercury  
Division: Ford  
Region: Chicago - G1 Zone: A05  
Prompted Repair Order Number(s): [REDACTED]

Date Reported: 03/27/2009 11:30:48 AM

#### Repair Order Information

Repair Order Number: 074899  
Repair Order Open Date: 03/27/2009  
Repair Order Closed Date: 03/27/2009  
Repair Order First Arrived Date: 03/29/2009

Repair Order Process Date: 03/29/2009  
Repair Order Open Time: 0001  
Repair Order Closed Time: 0001  
Service Advisor DSP ID: RC1  
Service Advisor STARS ID: 000324073

#### Dealer Information

Dealer DSP: ARK  
CDS Version: 2.20  
Dealer Address: 18834 West Grand Av  
Dealer City: Gurnee  
Dealer State: IL  
Dealer Zip Code: 60031  
Dealer Country: UNITED STATES

#### Vehicle Information

VIN: 1FMCU93G49H [REDACTED]  
Vehicle: 2009 ESCAPE FORD  
Vehicle Sale Date:  
Odometer Reading: 5,127  
Odometer Indicator: M

Parts Total:	\$0.
Labor Total:	\$0
Repair Order Misc. Costs:	\$0
Repair Order Sales Tax:	\$0
GRAND TOTAL:	\$0

#### LABOR

Job Number	Sub Job Number	Repair Pay Type	Department Code	Service Technician DSP ID	Service Technician STARS ID	Original Labor Op Code	Original Labor Op Code Desc	Translated Labor Op Code	Translated Labor Op Code Desc	REACT Repair Category Code	REACT Repair Category Desc	Repair Labor Customer Cost
1	0	C	S	DF1	000337861	D50-CHECK	D50-CHECK VEHICLE HESITATES WHILE DRIVING-ALSO HAS STALLED WHILE BACKING UP	UNKNOWN	No Description	06	Air Conditioning & Heating	\$0
Labor Total:												\$0

#### PARTS

Job Number	Part Sequence Number	Part Group Code	IBIS MLI Code	Part Prefix	Part Base	Part Suffix	Part Description	Core Return Indicator	Ford Part Flag	Parts Quantity	Dealer Cost/Unit	Dealer Extended Cost	Customer Cost/Unit	Customer Extended Cost
1									N	0	\$0.	\$0.	\$0.	\$0.
Parts Totals:											0	\$0.	\$0.	\$0.



## R/O Number

Receipt No.

original

Mileage Out

Service Advisor

ivmodel

## ESCAPE

Vehicle Identification Number

Color

Account No.

RICK CHAPMAN

Delivery Date

In-Service Date

1FMCU93G49K

BLUE

1/05/09



Amount

	INTERNAL	SERVICE CONT.	WARRANTY	CUSTOMER PAY	COST
LABOR					
PARTS					
DEDUCTIBLE					
SUBLET					
SHOP SUPPLIES					
HAZARDOUS MATERIALS					
SALES TAX OR TAX I.D.					
SPECIAL ORDER DEPOSIT					
DISCOUNTS					



Repair Order Detail - Diagnostic  
Dealer P&A Code - Name: 03756 - Gordie Boucher of West Bend, Inc.  
Division: Ford  
Region: Chicago - G1 Zone: A05  
Prompted Repair Order Number(s):

Repair Order Information  
Repair Order Number: 130190  
Repair Order Open Date: 01/29/2009  
Repair Order Closed Date: 02/05/2009  
Repair Order First Arrived Date: 02/06/2009  
  
Repair Order Process Date: 02/06/2009  
Repair Order Open Time: 0730  
Repair Order Closed Time: 1404  
Service Advisor DSP ID: 8165  
Service Advisor STARS ID: 000409031

Dealer Information  
Dealer DSP: ADP  
CDS Version: 2.20  
Dealer Address: 3021 West Washington  
Dealer City: West Bend  
Dealer State: WI  
Dealer Zip Code: 53095  
Dealer Country: UNITED STATES

Vehicle Information  
VIN: 1FMCU93G48K  
Vehicle: 2009 ESCAPE FORD  
Vehicle Sale Date: 1/5/2009  
Odometer Reading: 1,491  
Odometer Indicator: M

Parts Total:	\$0.
Labor Total:	\$54.60
Repair Order Misc. Costs:	\$0
Repair Order Sales Tax:	\$0
GRAND TOTAL:	\$54.60

#### LABOR

Job Number	Sub Job Number	Repair Pay Type	Department Code	Service Technician DSP ID	Service Technician STARS ID	Original Labor Op Code	Original Labor Op Code Desc	Translated Labor Op Code	Translated Labor Op Code Desc	REACT Repair Category Code	REACT Repair Category Desc	Repair Labor Customer Cost
1	0	W	S	8129	000404854	MT12650D	IDS TEST	UNKNOWN	No Description			\$27.30
1	1	W	S	8129	000404854	12650D80	DCL DISPLAY PID MONITOR - TEST - L	12650D80	MISS DCL DISPLAY TEST	07	Electrical	\$0
2	0	I	S	199		NPF	NO PROBLEM FOUND	NOWORK	No Work Performed	00	Unknown	\$0
3	0	W	S	8129	000404854	090302A	REPROGRAM PCM PER TSB 9-3-2	9601A	AIR CLEANER ELEMENT REPLACE	05	Scheduled Maintenance	\$27.30
4	0	I	S	199		MISC	FOUND RUST PARTICLES ON SEAL OF SUNROOF. CLEAN OFF	SUNROOF		15	Accessories	\$0
5	0	I	S	8129	000404854	99P	PERFORM MULTI-POINT INSPECTION	99P	PERFORM MULTI-POINT INSPECTION (2-11)	05	Scheduled Maintenance	\$0
5	1	I	S	8129	000404854	GBATT	TESTED BATTERY. RESULTS GOOD	GBATT		07	Electrical	\$0
5	2	I	S	8129	000404854	GTIRE	TIRE TREAD DEPTH MEASUREMENTS WERE CHECKED AND ARE OKAY TIRE TREAD DEPTH 7 32 OR GREATER GREEN CONDITION	GTIRE		03	Tires	\$0
											Labor Total:	\$54.60

#### PARTS

Job Number	Part Sequence Number	Part Group Code	IBIS MLI Code	Part Prefix	Part Base	Part Suffix	Part Description	Core Return Indicator	Ford Part Flag	Parts Quantity	Dealer Cost/Unit	Dealer Extended Cost	Customer Cost/Unit	Customer Extended Cost
1									N	0	\$0.	\$0.	\$0.	\$0.
2									N	0	\$0.	\$0.	\$0.	\$0.
3									N	0	\$0.	\$0.	\$0.	\$0.
4									N	0	\$0.	\$0.	\$0.	\$0.
5									N	0	\$0.	\$0.	\$0.	\$0.
Parts Totals:										0	\$0.	\$0.	\$0.	\$0.



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BOUCHER SERVICE WB

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## GORDIE BOUCHER

FORD LINCOLN - MERCURY OF WEST BEND  
3021 W. WASHINGTON ST  
WEST BEND, WI 53095  
262-338-3379  
METRO 416-372-8120



CUSTOMER #: 517800

130190

\*INVOICE\*

DUPLICATE 1  
PAGE 1

SERVICE ADVISOR: 8165 GARY P JOHNSON

GERMANTOWN, WI

HOME: [REDACTED] CONT: N/A  
BUS: [REDACTED] CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	09	FORD ESCAPE	1FMCU93G49K [REDACTED]	[REDACTED]	1491/1491	T668
DEL DATE	PROD DATE	WARR EXP	PROMISE	PO NO	PAYMENT	INV DATE
05JAN09	05JAN09	16:30	29JAN09		CASH	05FEB09
B.O. OPENED	DATE OWNER NOTIFIED	OPTIONS: STK:T90340 ENG:3.0 Liter DURATEC 1)JMA CONTRACT #J0000163506 PLATINUM COVERAGE 4/100,000 MILES WITH \$100 2) DEDUCTIBLE				
29JAN09	05FEB09					

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL  
A CS THE CAR DIED 2 TIMES WHEN SHE STEPPED ON THE BRAKE AND SHE WAS  
COMING TO A STOP

CAUSE: DIAG CONCERN, NO CODES, UNABLE TO DUPLICATE CUSTOMER CONCERN  
MT12650D IDS TEST  
8129 W94 (N/C)  
12650D80 DCL DISPLAY/PID MONITOR - TEST - L  
8129 W94 (N/C)

FC: D21 82  
PART#: DIAG  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
8882  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B CS THE SYNC SYSTEM SOUNDS STATICCY WHEN SHE TRANSMITS - WHEN SHE  
RECEIVES CALLS IT IS OK - PERSON RECEIVING CALL HEARS STATIC  
NPE NO PROBLEM FOUND

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

C CS THE CAR WANTS TO DIE WHEN LEAVING A STOP - COLD OR WARM  
CAUSE: REPROGRAM PCM PER TSB 9-3-2  
090302A REPROGRAM PCM PER TSB 9-3-2

8129 W94 (N/C)  
FC: D35 04  
PART#: RECAL  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
8882  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

### Service Dept. Hours:

Monday - Friday Saturday  
7:00 am - 5:30 pm 7:00 am - 3:00 pm

262-338-3379



### QUALITY CARE

Where the Quality Continues

### "THE BOUCHER DIFFERENCE"

Let us earn your business the old fashioned way -  
through quality service and competitive pricing.

#### STATEMENT OF DISCLAIMER

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

#### CUSTOMER SIGNATURE

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

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

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BOUCHER SERVICE WB

PAGE 05/08

## GORDIE BOUCHER

FORD LINCOLN - MERCURY OF WEST BEND  
3021 W. WASHINGTON ST.  
WEST BEND, WI 53095  
262-338-3370

METRO 414-272-9130



CUSTOMER #:

130190

\*INVOICE\*

DUPLICATE 1  
PAGE 2

GERMANTOWN, WI

HOME: CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 8165 GARY P JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	09	FORD ESCAPE	1FMCU93G49K		1491/1491	T668
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	PAYMENT	INV DATE
05JAN09	DI	05JAN2012	16:30 29JAN09		CASH	05FEB09
R.O. OPENED	DATE OWNER NOTIFIED	OPTIONS: STK:T90340 ENG:3.0 Liter DURATEC 1)JMA				
29JAN09	05FEB09	CONTRACT #J0000163506 PLATINUM COVERAGE 4/100,000				
MILES WITH \$100 2) DEDUCTIBLE						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D	CS	THERE IS RUST AROUND THE ENTIRE SUNROOF OPENING					
		MISC FOUND RUST PARTICLES ON SEAL OF SUNROOF,					
		CLEAN OFF					
PARTS:		199	ISP				(N/C)
		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D: 0.00

### E PERFORM MULTI-POINT INSPECTION

#### 99P PERFORM MULTI-POINT INSPECTION

8129 ISP

(N/C)

GBATT TESTED BATTERY, RESULTS GOOD

8129 ISP

(N/C)

GTIRE TIRE TREAD DEPTH MEASUREMENTS WERE CHECKED

AND ARE OKAY TIRE TREAD DEPTH 7/32 OR

GREATER GREEN CONDITION

8129 ISP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

THANK YOU !!!

**BOUCHER**

### Service Dept. Hours:

Monday - Friday 7:00 am - 5:30 pm  
Saturday 7:00 am - 3:00 pm

262-338-3379



### QUALITY CARE

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through quality service and competitive pricing.

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

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BOUCHER SERVICE WB

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CUSTOMER

130190

GO  
FORD LIN  
30

(C) MIDTRONICS

P 8 H CODE  
03755

WORKORDER

BATTERY TEST

RATING: 590 CCR

12.38V

GOOD -- RECHARGE

GERMANTOWN, WI

HOME: CONT: N/A

BUS: CELL:

SERVICE ADVISOR: 8165 JOHNS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE
BLUE	09	FORD ESCAPE	1FMCU93G49K	1491/ T668
DEL DATE	IN SERVICE DATE	WARR EXP	PROMISED	PO NO
05JAN09 DD	05JAN2012	16:30	29JAN09	CASH
DATE VEHICLE RECEIVED	DATE OWNER NOTIFIED	OPTIONS: STK:T90340 ENG:3.0 Liter DURATEC		
29JAN2009 07:30				

LINE OF CODE TECH. TYPE DESCRIPTIONS/INSTRUCTIONS  
# A W94 CS THE CAR DIED 2 TIMES WHEN SHE STEPPED ON THE BRAKE AND SHE WAS COMING TO A STOP

# B W94 CS THE SYNC SYSTEM SOUNDS STATICCY WHEN SHE TRANSMIT S WHEN SHE RECEIVES CALLS IT IS OK PERSON RECEIVING CALL HEARS STATIC

# C W94 CS THE CAR WANTS TO DIE WHEN LEAVING A STOP - COLD OR WARM *Hesitate between shifts*  
*3-1 shift*  
*4-2 shift*

# D W94 CS THERE IS RUST AROUND THE ENTIRE SUNROOF OPENING

# E 49P ISP PERFORM MULTI-POINT INSPECTION

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	NF	130190		215.33
		8129		215.79
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	NF	130190		215.33
		8129		215.79
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	3	130190		215.33
		8129		215.79

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	3	130190		215.33
		8129		215.79

#### 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.

CUSTOMER SIGNATURE  
THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 6 DAYS.

\*Any warranties on the products sold hereby are those made by the manufacturer. The seller, BOUCHER SERVICE WB, MERCURY OF WEST BEND 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 any liability in connection with the sale of said products.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$

3. I DO NOT want an estimate.

ADDITIONAL WORK AUTHORIZED BY

DATE TIME A.M. P.M. NO. CALLED NEW TOTAL ESTIMATE

This vehicle repaired without face to face customer contact

Notice: You are entitled to inspect or receive any components, parts, or accessories replaced or removed at the shop.



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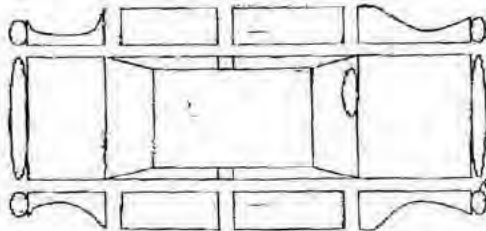
BOUCHER SERVICE WB

7623384562

A. Had slight cold for  
few days. Then normal  
it does shift a lot  
Has to speak for 10-15 minutes  
B. Unable to speak at all  
when cold & when  
after long drive. In town  
very cold and quiet  
EEG test on VTE made 1st  
C. need to describe  
EEG test on VTE

③ No Problem found - works great  
w/ Dave Brooks phone calling Earl

D - found Rust Particles on Seal  
of Sunroof & Transferring to Paint  
Cleaned both - 5/18 OK now



Real top money  
only unable to get here

~~1/30~~ near TBS came at 04-3-2  
1/30/09

**Customer Declines  
Recommended Maint.**

Quality Check 72  
Performed

For 400 ft. x 60 ft.  
Installed as a gate

**X**

Lx

8/29

stock	PARTS	amt.	Hours	amt.
Y/N	DIAGNOSIS			
	Total from Front =			
TOTALS				
RECOMMENDED MAINT				Critical
<i>Replaced cast #A 09-3-2 y update fl as update</i>				





Repair Order Detail - Diagnostic  
Dealer P&A Code - Name: 07985 - Gurnee Ford-Lincoln-Mercury  
Division: Ford  
Region: Chicago - G1 Zone: A05  
Prompted Repair Order Number(s): [REDACTED]

File Reference: 03062009 11:50 AM

#### Repair Order Information

Repair Order Number: 014404  
Repair Order Open Date: 03/10/2009  
Repair Order Closed Date: 03/12/2009  
Repair Order First Arrived Date: 03/13/2009

Repair Order Process Date: 03/13/2009  
Repair Order Open Time: 0001  
Repair Order Closed Time: 0001  
Service Advisor DSP ID: CH1  
Service Advisor STARS ID: 000354481

#### Dealer Information

Dealer DSP: ARK  
CDS Version: 2.20  
Dealer Address: 18834 West Grand Ave  
Dealer City: Gurnee  
Dealer State: IL  
Dealer Zip Code: 60031  
Dealer Country: UNITED STATES

#### Vehicle Information

VIN: 1FMCU93G49K [REDACTED]  
Vehicle: 2009 ESCAPE FORD  
Vehicle Sale Date:  
Odometer Reading: 4,678  
Odometer Indicator: M

Parts Total:	\$0.
Labor Total:	\$85.28
Repair Order Misc. Costs:	\$0
Repair Order Sales Tax:	\$0
GRAND TOTAL:	\$85.28

#### LABOR

Job Number	Sub Job Number	Repair Pay Type	Department Code	Service Technician DSP ID	Service Technician STARS ID	Original Labor Op Code	Original Labor Op Code Desc	Translated Labor Op Code	Translated Labor Op Code Desc	REACT Repair Category Code	REACT Repair Category Desc	Repair Labor Customer Cost
1	0	W	S	FM1	000327549	12650D	EEC - (QUICK TEST) - DIAGNOSIS - L	12650D	EEC - (QUICK TEST) DIAGNOSIS	05	Scheduled Maintenance	\$19.80
1	1	W	S	FM1	000327549	12222A	VACUUM TUBE/HOSE - REPAIR (VACHOSE/9E455/9E498/9E499/9F485) - L	12222A	VACUUM TUBE/HOSE REPAIR	09	Belt & hoses	\$39.60
2	0	I	S	FM1	000327549	W/O LABOR		UNKNOWN	No Description			\$25.88
3	0	C	S	FM1	000327549	GTIRE	CHECKED AND OK 7/32 OR GREATER	GTIRE		03	Tires	\$0
4	0	G	S	FM1	000327549	GBRK	CHECKED AND OK(DISC OVER5MM)(DRUM OVER2MM)	GBRAKE		01	Brakes	\$0
5	0	C	S	FM1	000327549	GBATT	BATTERY TEST GOOD AT THIS TIME	GBATT		07	Electrical	\$0
											Labor Total:	\$85.28

#### PARTS

Job Number	Part Sequence Number	Part Group Code	IBIS MLI Code	Part Prefix	Part Base	Part Suffix	Part Description	Core Return Indicator	Ford Part Flag	Parts Quantity	Dealer Cost/Unit	Dealer Extended Cost	Customer Cost/Unit	Customer Extended Cost
1									N	0	\$0.	\$0.	\$0.	\$0.
2									N	0	\$0.	\$0.	\$0.	\$0.
3									N	0	\$0.	\$0.	\$0.	\$0.
4									N	0	\$0.	\$0.	\$0.	\$0.
5									N	0	\$0.	\$0.	\$0.	\$0.
Parts Totals:										0	\$0.	\$0.	\$0.	\$0.

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# WARRANTY R/O



NORTH CHICAGO, IL

Work Phone			R/O Open Date	R/O Number
Home Phone			3/10/09	6014404/1
Body			R/O Close Date	Cross Reference #
4WD 4DR V6 AU			3/12/09	Original
License Number			Mileage In	Mileage Out
			4078	4078
Service Advisor			CHRIS HUECKSTAEDT	
Delivery Date			In-Service Date	
			1/05/09	

DESCRIPTION OF SERVICE AND PARTS		COST	AMOUNT
#1 - MR Customer Reports: D50: VEHICLE HESISTATES AND STALLS ON ACCELERATION			
Cause: CP: 6A666			
Op: 12650D: (D50) (33) EEC - (QUICK TEST) - DIAGNOSIS - L			
Tech: FM1/	0.20hrs @ 99.00	5.75	19.80
Op: 12222A: VACUUM TUBE/HOSE - REPAIR (VACHOSE/9E455/9E498/9E4 99/9F485) - L			
Tech: FM1/	0.40hrs @ 99.00	11.50	39.60
Sub-Total Labor: 17.25 59.40			
RUN IDS, NO CODES, PERFORM VISUAL INPSECTION, REIN STALL LOOSE PCV TUBE			
ACCOUNT #	LABOR	17.25	59.40
	PARTS		.00
METHOD	SUBLET		.00
	SHOP SUPPLIES		.00
	SALES TAX OR TAX I.D.		.00
RECEIPT #	DEDUCTIBLE		.00
	TOTAL DUE	17.25	59.40

SIGNATURE **X**

[Rpt. Analysis Home](#)[Report Mgmt Primary](#)[Report Mgmt Query](#)[Report Mgmt](#)[Indicator Summary](#)[Help Exit](#)

## 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# : 9DMAR028 NHL

Received: 04/13/2009

CCRG/EPRC: 

Reviewed Status:

Date:

Vehicle: 2009,ESCAPE 4X4,XLT ,MPV ,1FMCU93G49K

Build Date: 10/30/2008

Odometer : 5,713 M

Engine:

3.0L IVCT

Calibration: 9M71A30A

Transmission: 6SP 6F MID

Axle:

3800F2.73C

A/C: YES

Dealer: USA 03756 Gordie Boucher of West Bend, I

Phone#: (262) 338-3379

City: West Bend

State:

Wisconsin

Country : USA

Originator: JOE DISTERHAFT

Symptom: 6 11 0 00 DRVABL,HES/STUMBLE,OTHER-CODE NA,OTHER-CODE NA

Status:

VFG: V44 POWERTRAIN MALFUNCTION

Additional Symptom: HESITATION,BUCK/JERK,MIS

Fix: Causal Component :

Condition Code:

Hotliner: RJANOVIC

Phone: 000 317-6306

Regn Cd: G1 Chicago

Engineering:

Phone:

TAR:

Dir Contact: JOE DISTERHAFT

Phone: 262 338-3379

Title Cde: T



**KOEO:****KOEC:****KOER:****Comments:**

**REPAIR** 04/13/2009 11:37AM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN: CUSTOMER STATES THAT THE VEHICLE WILL  
INTERMITTALLY HESITATE WHEN COMING TO A ROLLONG STOP AND THEY PRESS THE  
THROTTLE TO GO AGAIN. ALSO STATES THAT INTERMITTALLY THE VEHICLE STALLS  
WHEN COMING TO A STOP, IT MISSFIRE AND BUCK AND CHUGS AND SOMETIMES  
IT STALL AND SOMETIMES IT COME BACK RUNNING OK. DIAGNOSTICS:  
CHECKED CODES, NONE. REPROGRAMED PCM PER TSB 09-05-03. **INSTALLED VDR**  
**AND DROVE COULD NOT DUPLICATE PROBLEM.** TECH QUESTION: THIS IS THE  
TIRD TIME IN. CUSTOMER STATES THERE IS A PROBLEM. THEY ARE SAYING THEY  
WANT IT BOUGHT BACK. WHEN WE GET THE VEHICLE WE CAN NOT GET IT TO  
HAPPEN. THE VDR IS IN IT NOW AND THE CUSTOMER IS DRIVING IT. ARE THERE  
ANY KNOW CONERNS? WHAT SHOULD WE DO NEXT? WHAT IS BARO PID  
READING? 155 WHAT IS THE MEASURED MECHANICAL FUEL PRESSURE? 45PSI

**RECOMM** 04/13/2009 11:37AM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE  
JOE, SEARCHING THE DATABASE THERE ARE NO SIMILAR REPORTS FOR THIS  
CONCERN. WITH THE INFORMATION PROVIDED RECOMMEND IF THE CUSTOMER IS  
REQUESTING BUY-BACK TO GET THE VEHICLE IN TO THE SHOP AND CONTACT THE  
HOTLINE BY PHONE TO DISCUSS THIS CONCERN AND POSSIBLY GET YOUR LOCAL  
FIELD SERVICE ENGINEER (FSE) INVOLVED.

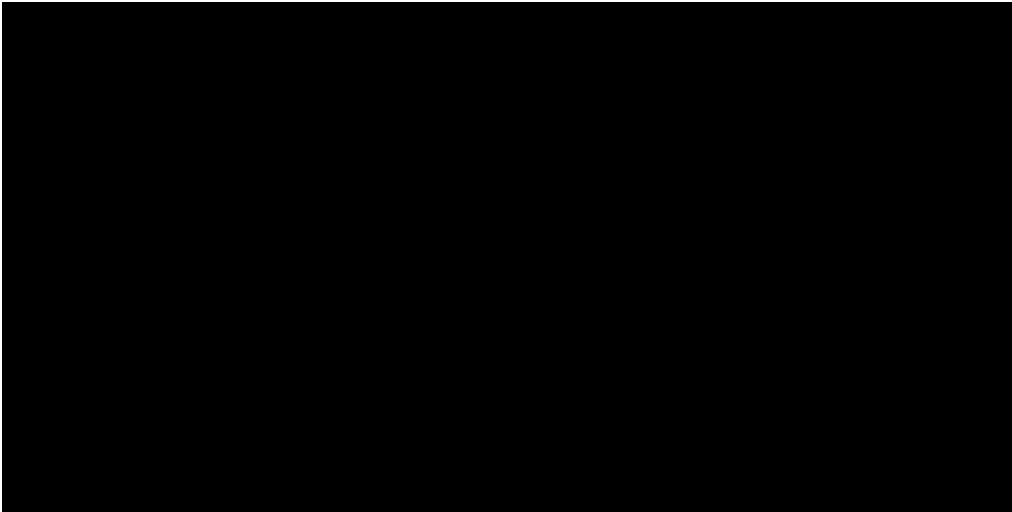
Folder Number: [File Report To This Folder](#)[File Report To A Folder](#) [Options](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)**Requester:** LBINGHAM

Report Summary

**Server:** ECCWS686**Ford Proprietary, Private**

8-May-2009

**Retention:** None



BEGINNING OF CONTACT  
08/29/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

REGION: N3 PHILADELPHIA	OGC ISSUE	CASE NBR: 1578721751
VIN: 3FADP0L35AR	ZONE: A03	OPENED: 2012/08/28
	ENGINE: 3	CLOSED: 2012/08/28
VEH TYPE: C		
LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: [REDACTED]
ADDRESS: [REDACTED]		
CITY: HADDONFIELD	STATE: NJ	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2010	MODEL: FUSION	
MILEAGE: 24000		
DEALER NAME: WINNER FORD	SALES CODE: F16010	P & A: 01248
REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY		
SYMPTOMS: 503155 AUTO TRANS NO ENGAGEMENT UNINTEND MVMNT		
ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION PHONE		
ACTION: T1120 - TIER ONE CLOSE ISSUE		
DOCUMENT: ANALYST DSPERLI2 SPERLING DIANA		

DATE: 2012/08/28 TIME: 16.17.24  
ACTION DATA/COMMENTS:

CUST:\*\*\*3FADP0L35AR [REDACTED] -LTV 63--MILES 24000\*\*\*POLLEY MURRAY--08033\*\*\*2010 FUSION\*\*\*PULLING INTO PARKING SPACE THE CAR LURCHED FORWARD \*\*\*\*HAD TO HIT THE BRAKES AND SHUT VEH OFF IMMEDIATELY\*\*\*NOW HAVE DAMAGE TO FRONT END OF VEH\*\*\*DLR SAID UNABLE TO FIND AN ISSUE1. DATE OF THE ACCIDENT-8/27/20122. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT- N/A3. IF THERE WERE ANY INJURIES SUSTAINED-NO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED-PARKING LOT5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.-NO6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.-NO7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.-NO8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.-NO9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.-NO10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.- YES WAITING FOR ESTIMATE11 NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING -REPAIR DAMAGE AND FIND THE ISSUE WITH THE LURCHING\*\*\*MECHANIC IS TEST DRIVING VEH HOME TONITEDLR:\*\*\*WINNER FORD 250 HADDONFIELD-BERLIN ROADCHERRY HILL NJ 08034(856) 428-4000 CRC:\*\*\*\*I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN \*\*\*NOTE TO CCR: USE CORRECT SYMPTOM FOR ALLEGED DEFECTIVE SYSTEM (FIRE/SMOKE AS SYMPTOM FOR ALL INCIDENCES INVOLVING VEHICLE FIRE). VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT ALL REQUIRED INFORMATION OF INCIDENT/ACCIDENT PER AAF."





BEGINNING OF CONTACT  
07/12/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.13

REGION: C1 DALLAS	OGC ISSUE	CASE NBR: 1455171921
VIN: 3FAHP0HA0AR	ZONE: A01	OPENED: 2011/07/11
	ENGINE: A	CLOSED: 2011/07/11
VEH TYPE: C		
LAST NAME:	FIRST NAME:	STATUS: CLOSED
TITLE:		MI:
ADDRESS:		
CITY: ADDISON	STATE: TX	ZIP:
HOME PHONE:		
MODEL YEAR: 2010	MODEL: FUSION	
MILEAGE: 42000		
DEALER NAME: RANDALL REED'S PREST	SALES CODE: F52012	P & A: 09469
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 607500 STALLS/QUITS ACCELERATION		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC  
DOCUMENT: ANALYST: MTORR101 TORRES, MARIA

DATE: 2011/07/11 TIME: 12.38.35;  
ACTION DATA/COMMENTS:

CUSTOMER SAID: -SPANISH SPEAKING CUSTOMER-MOTOR TURNS OFF WHILE DRIVING-A LIGHT GOES ON IN THE SHAPE OF A KEY-HAD AN ACCIDENT THIS SATURDAY BECAUSE OF AUTO PROBLEM-WHILE MAKING A TURN THE MOTOR WENT OFF AND GOT REAR ENDED-VEH HAS MINOR DAMAGE IN THE BUMPER AREA-HAS NOT BEEN AT DLR YET-VEH AT HOME-CUST WANTS SERVICE ON VEHACCIDENTS 1. DATE OF THE ACCIDENT: 07/09/20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT: YES3. IF THERE WERE ANY INJURIES SUSTAINED: NO PHYSICAL INJURIES, JUST AUTO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED: STREET IN THE CITY5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.: NO REPORT6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.: NO REPORT7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.: NO REPORT, ADDISON8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.:NO9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.:NO CLAIM10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. YES11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE):NO ATTORNEY12. WHAT THE CUSTOMER IS SEEKING: VEH REPAIRDEALER SAID: RANDALL REED'S PRESTIGE FORD3601 S. SHILOH ROADGARLAND TX 75041(866) 858-1936CRC 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.-SPANISH SPEAKING CUSTOMER-INFORMED OF NO OFSA-INFORMED OF FORDOWNER.COM-OBC TO DLR AND CUST WAS TRANSFERRED TO SERVICE DPT-CUST SAID HE DOES NOT NEED ROAD SIDE

FOR THE COMPANY  
10.12.2011  
THREE OF THE  
DALLAS OFFICES

CONSUMER AFFAIRS

07/12/2011 FAXOGC2 CONFIDENTIAL





**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Tuesday, August 23, 2011 10:55 AM  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Cc:** dandrade@sanleandroford.com  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

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

**DEALER INFORMATION:**

**Dealership Fleet Name:** The Ford Store San Leandro

**Requesting Dealer Fleet:** The Ford Store

**PA Code:** 03928

**Contact Person:** Dan Andrade

**Title:** Service Manager

**Phone Number:** 510-347-4130

**Fax Number:** 510-347-4169

**Email:** dandrade@sanleandroford.com

8/23/2011

**Region:** San Francisco  
**Address:** 1111 Marina Blvd  
**City:** San Leandro  
**State:** California  
**Zip Code:** 94577

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 08-10-2009  
**Vehicle Year:** 2009  
**Vehicle Model:** ESCAPE  
**Vehicle VIN:** 1FMCU49339K [REDACTED]  
**Mileage:** 25335  
**customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]  
**City :** Hayward  
**State :** California  
**Zip Code :** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]

**Customer Region:** San Francisco

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2011-08-22

**County incident occurred:** Alameda

Is customer alleging a component defect CAUSED the incident? YES

**Details:** Customer states while approaching a stop while exiting highway traffic slowed heavily to panic stop and while customer was slowing down, vehicle started pulling/accelerating without command, caused front end collision, customer states he rear ended vehicle in front of him two times. customer is asking for manufacturer to investigate, states outside garage diagnosed engine run-away concern and after test told customer to bring to dealer due to possible defect. customer also stated seat belt did not properly hold passenger on front seat.

Was a police report filed? YES

**Details :** unsure

Has the insurance company been contacted? YES

**Insurance company advised:** farmers insurance, to bring to dealer.

**Insurance company contact information:** do not have this information.

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** 1111 Marina Blvd San leandro, CA 94577

**Attorney information:** unsure if client is got one

**CVO Contact:**

**Resolution Customer is seeking:** Ford Motor Company to investigate issue.

**Comments:** Dealer explaine to consumer that the vehicle will be left on hold until further instructions from the OGC review.

Copyright 2011 Ford Motor Company

8/23/2011





# KENNETH D. IULO

Attorney-at-Law

KENNETH D. IULO  
MARIESA IULO+

+ Also Admitted in New York

SPECIAL LIAISON  
OWNER RELATION

12 MAY 25

Passaic, NJ

Tel:

Fax:

May 22, 2012

Via Certified Mail-RRR

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

RECEIVED

MAY - 3 2012

RE:

Ford Fusion 2010

Account No.

VIN No: 3FAHP0JG8AR

To Whom it May Concern:

With reference to the above, please be advised that our office has been retained by [REDACTED], owner of a 2010 Ford Fusion, which is believed to be a "Lemon" pursuant to the New Jersey Lemon Law as codified in N.J.S.A. 56:12-29 to 12-49. We are hereby making a written demand for relief pursuant to the New Jersey Lemon Law and ask that you forward our letter of representation to the appropriate party.

On or about July 27, 2010 [REDACTED] purchased her 2010 Ford Fusion, VIN number 3FAHP0JG8A [REDACTED] from Quality Auto Mall located at 55 Route 17 North in Rutherford, New Jersey. Since my client purchased the vehicle, it has been at Quality Auto Mall a total of four visits for repairs. I have enclosed a copy of [REDACTED] service records for your review. To date the problem has neither been properly identified nor fixed. By way of information, pursuant to my client, on multiple occasions during the operation of her vehicle the Ford Fusion would simply shut off mid-operation. Specifically, the vehicle's engine would cut off, leaving her unable to operate the vehicle. As you will note from her May 14, 2012 letter addressed to the Ford Motor Company, the problems she experienced have neither been properly identified nor repaired, thus leaving my client in a dangerous situation every time she attempts to operate her vehicle.

Since a motor vehicle shutting itself off mid-operation constitutes a dangerous situation for both Ms. [REDACTED] and those that share the road with her, it is our position that such a problem substantially impairs the use, value and safety of [REDACTED] vehicle. The defect is one that is likely to cause serious bodily injury and/or death to both [REDACTED] and third parties if the vehicle continues to be driven and as such, we are placing you on notice of our intent to, again file a Lemon Law Claim under the New Jersey Lemon Law Statute, as well as place you on notice for possibility liability to both [REDACTED] and any and all third parties that may be involved should [REDACTED] vehicle "shut off" mid operation and cause an accident.

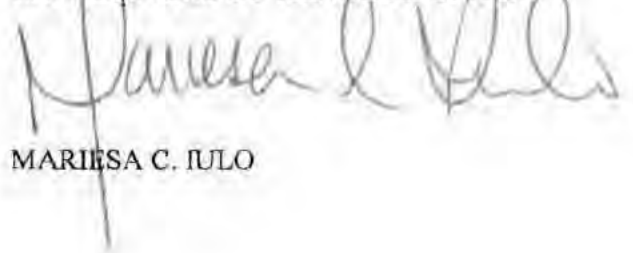
Pursuant to the service department at Quality Auto Mall, a small "black box" device is supposed to be installed, which, to my understanding will record the problems the vehicle is having. However, it is also my understanding that such black box will not be available until the end of next month, leaving my client in a very dangerous situation. I am hereby allowing you one final opportunity to either repair my client's vehicle or provide her with a rental vehicle until the arrival of said "black box".

If these repairs are not properly identified and completed or if my client is not provided with a rental vehicle at no cost to her within 10 calendar days of receipt of this letter, I will seek a refund on behalf of my client, calculated in accordance with the New Jersey Lemon Law. Moreover, please be advised that should the problem continue and should [REDACTED] be involved in a motor vehicle accident of any kind due to the occurrence of the aforementioned problem, both Ford and Quality Auto Mall will be held liable for any and all damages.

Please be advised accordingly, I look forward to hearing from you.

Very truly yours,

**LAW OFFICES OF KENNETH D. IULO**



MARIESSA C. IULO

cc: Jeff Peck, Parts & Service Director, Quality Auto Mall  
William Shouldis, Sales Manager, Quality Auto Mall



[REDACTED]  
[REDACTED]  
Paterson, New Jersey [REDACTED]

May 14, 2012

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

RE: Ford Fusion 2010  
Account No. [REDACTED]  
VIN # 3FAHP0JG8AR [REDACTED]

Dear Sir/Madam:

With reference to the above, please be advised that I am an owner of a 2010 Ford Fusion that I purchased new on or about July 27, 2010 from Quality Auto Mall, a Ford Dealership located in 55 Route 17 North, Rutherford, New Jersey 07070. Regretfully, I feel it necessary to notify Ford Motor Company of my disappointment in my vehicle. I have been a loyal Ford customer for approximately 24 years; however, my most recent purchase of my 2010 Ford Fusion has made me question Ford's reliability that I have come to know and expect in the past.

In and around February 25, 2012 I began to experience mechanical problems with my Ford Fusion, specifically, my "check engine" light illuminated. I promptly presented my vehicle to Quality Auto Mall for service where I was told that because the Ford Fusion was not made with a gasket cover for the gas intake, often times the check engine light can come on due to the sensitivity of the area.

On or about April 1, 2012, while driving my vehicle on Squirrelwood Road in Woodland Park, New Jersey, my vehicle, without notice, shut-off mid operation, with the engine switching completely off. After many attempts to restart my vehicle, I was able to continue operating my Fusion; however, I choose to take "local" roads home, so as to avoid the highway in case my vehicle shut itself off again.

I immediately contacted the dealership for service and on my way to Quality Auto Mall, the car "shut off" again, with the engine cutting off, leaving me the side of Route 21 in Paterson, New Jersey, a very busy, heavily trafficked area. The vehicle was serviced at Quality Auto Mall and returned to me two days later, I was not provided with a rental vehicle. At the time the vehicle was picked up I was told that the vehicle was "fine" and that there was "nothing wrong".

However, as soon as I left the dealer's lot, the vehicle shut off yet again. In conformity with the past "shut offs" after many attempts to restart the vehicle, the same was restarted, allowing me to make it home. Immediately upon returning home, I contacted the dealership whereby I was instructed by a representative to get the vehicle towed back to Quality. I was provided with a rental car at no expense to me. I picked the vehicle up two days later where I was told that the "throttle body" was replaced and was reassured by a representative from Quality Auto that the problem would not occur again. However, on May 13, 2012, while operating my vehicle on Route 46 in Parsippany, New Jersey, my vehicle yet again, shut off, for the third



time. After many attempts to restart my vehicle, the same restarted, allowing me to made it home safely. Again, I contacted the dealership and was told to have the vehicle towed to Quality. On May 14, 2012 the vehicle was towed to Quality Auto for further service. At the present time, I neither know what is wrong with my vehicle, nor do I know when I can expect my vehicle to be returned to me. I would like to note that I was provided with a rental vehicle at no cost to me.

Again, as a loyal Ford customer, I am thoroughly frustrated by my Ford Fusion 2010. As a result of the mechanical problems I have lost confidence in my vehicle as well as in Ford. Specifically, I am now wary of operating my vehicle on major highways, as my Fusion is unpredictable. Living in New Jersey travel requires driving on major highways; however, since experiencing the many problems with my Fusion, I have tried to avoid highways at all costs, for fear of being stuck on the highways, mid-operation. Since the problem began, I find myself traveling in the right most lane, nearest the shoulder, so as to avoid causing an accident.

To date, there have not been any alterations or modification to the vehicle. Moreover, the vehicle has neither been abused nor neglected. To the contrary, I have taken my vehicle to Quality Auto Mall for all scheduled maintenance and have approximately 17,222 miles on it. In my 24 years as a Ford owner I have never had as many problems with my vehicles as I have had with this Fusion. Sadly, I cannot say, with confidence that I will return to the Ford brand for my next vehicle.

Very truly yours,

A solid black rectangular box used to redact the signature of the sender.

cc: Quality Auto Mall, general manager

# KENNETH D. IULO

Attorney-at-Law

KENNETH D. IULO  
MARIESA C. IULO+

+Admitted in New York and New Jersey



165 Prospect Street, 2<sup>nd</sup> Fl.

Passaic, NJ 07055

Tel: (973) 773-4900

Fax: (973) 773-6964

e-mail: kennethiulo@hotmail.com

June 1, 2012

Kellie Long, Research Analyst  
FORD MOTOR COMPANY  
World Headquarters  
One American Road  
Dearborn, MI 48126-2798

RE: [REDACTED]  
2010 Fusion  
VIN 3FAHP0JG8AR [REDACTED]

Dear Ms. Long:

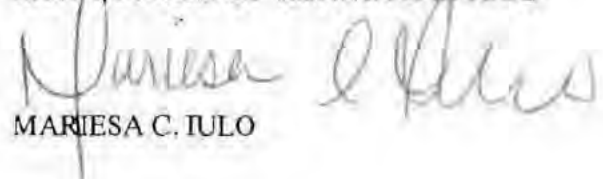
With reference to your May 31, 2012 letter enclosed please find the following documents:

1. Current vehicle registration;
2. Sales agreement;
3. Copies of all vehicle repair orders;
4. As well as a copy of my client's "Diary of my Car Problems"

Please note that the vehicle is not used for commercial purposes and has approximately 17,222 miles on it. Presently the vehicle is located at my client's home, [REDACTED], Paterson, New Jersey; however, the vehicle has been used sparingly so that [REDACTED] can get to work, which is approximately eight (8) miles from her home. I am also enclosing an executed Authorization for the Release of Payment History, which was incorporated into your May 31, 2012 correspondence. Please do not hesitate to contact me should you have any questions or concerns. I do ask that you contact my client directly to schedule any and all service appointments. If we are unable to resolve the matter fully, please be advised that our office will be pursuing a "Lemon Law Claim" pursuant to N.J.S.A. 56:12-29 to 12-49.

Very truly yours,

LAW OFFICES OF KENNETH D. IULO

  
MARIESA C. IULO



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TEL (201) 935-2400 • FAX (201) 460-2353

www.qualityautomall.com

CELL: [REDACTED]

CUSTOMER NO	314233	ADVISOR	NICHOLAS FREY	TAG NO	131	INVOICE DATE	02/25/12	STOCK NO	20350
[REDACTED]		LABOR RATE	[REDACTED]	AMILEAGE	15,548	COLOR	BRILL SILV	DELIVERY MILES	15
PATERSON, NJ [REDACTED]		YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE	07/27/10	PRODUCTION DATE	
[REDACTED]		VEHICLE ID NO	3FAHP0JG8AR [REDACTED]			SELLING DEALER #	801675		
[REDACTED]		F.T.E. NO	WILSON			R.D. DATE	02/25/12		
RESIDENCE PHONE	[REDACTED]	BUSINESS PHONE	[REDACTED]						
COMMENTS									

MO: 15548

LABOR & PARTS			
J# 1 10F0Z06	CHECK ENGINE LIGHT CUSTOMER STATES CHECK ENGINE LIGHT ON CLEDDIAG CODE P0456, PERFORMED EVAP TEST FAIL CLEANED CAPLESS VALVE RETESTED - PASSED	TECH(S):5778	WARRANTY
JOB # 1 TOTAL LABOR & PARTS		0.00	
J# 2 19F0ZREPCARD	REPORT CARD INSP. PERFORM MULTI-POINT INSPECTION REPORT CARD PERFORM ADVISOR WALK AROUND INSPECTION COURTESY INSPECTION OF VEHICLE SEE ADVISOR FOR REPORT CARD RESULTS ADVISOR PERFORMED WALKAROUND INSPECTION	TECH(S):5778	INTERNAL
JOB # 2 TOTAL LABOR & PARTS		0.00	
J# 3+19F0ZGBATT	BATTERY CHECK BATTERY INSPECTION INSPECT BATTERY TERMINALS INSPECT BATTERY CONDITION AND COLD CRANKING AMPS INSPECT BATTERY TERMINALS BATTERY CONDITION GOOD	TECH(S):5778	INTERNAL
JOB # 3 TOTAL LABOR & PARTS		0.00	
J# 4+19F0ZGBK	BRAKE INSPECTION VISUAL INSPECTION OF BRAKES VISUAL INSPECTION OF BRAKE LINING BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM BRAKES	TECH(S):5778	INTERNAL
JOB # 4 TOTAL LABOR & PARTS		0.00	
J# 5+19F0ZGTIRI	TIRE INSPECTION TIRES VISUALLY INSPECTED AND O.K. INSPECT TIRES FOR WEAR TIRES CHECKED AND 7/32 OR HIGHER	TECH(S):5778	INTERNAL
JOB # 5 TOTAL LABOR & PARTS		0.00	





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

CELL: [REDACTED]

CUSTOMER NO.	314233	ADVISOR	NICHOLAS FREY	TAG NO.	131	INVOICE DATE	02/25/12	IP	[REDACTED]	
[REDACTED]	[REDACTED]	LABOR RATE	[REDACTED]	LICENSE NO.	[REDACTED]	MILEAGE	15,548	COLOR	BRILL SILV	
[REDACTED]	[REDACTED]	YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD				DELIVERY DATE	07/27/10	STOCK NO.	20350
PATERSON, NJ	[REDACTED]	VEHICLE ID NO.	3 F A H P 0 J G 8 A R [REDACTED]				SELLING DEALER NO.	801675	DELIVERY MILES	1
[REDACTED]	[REDACTED]	FTS NO.	[REDACTED]	IP NO.	WILSON		A.C. DATE	02/25/12	PRODUCTION DATE	
[REDACTED]	[REDACTED]	COMMENTS								MO: 155

TOTALS

\*\*\*\*\*  
\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE





Ford Serv

Extended Service Plan

Owner  
Advantage  
RewardsMember #: \_\_\_\_\_  
Service Balance: \_\_\_\_\_

## Vehicle REPORT CARD - Multi-Point Inspection as recommended by Ford Motor Company

Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Today's Date: 8/25

RO/Tag: \_\_\_\_\_

Make/Model/Year: 10 FusionMileage: 15548VIN #: DRState: \_\_\_\_\_  
Inspection Month: \_\_\_\_\_

Plate #: \_\_\_\_\_

## SCHEDULED MAINTENANCE ITEMS

DUE	SERVICED	DUE	SERVICED
<input type="checkbox"/> THE WORKS FUEL Saver Package	<input type="checkbox"/>	<input checked="" type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Oil Change & Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>
<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid &/or Filter	<input type="checkbox"/>
<input type="checkbox"/> Multi-Point Inspection	<input type="checkbox"/>	<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> K Mile Scheduled Maintenance	<input type="checkbox"/>		

\*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit [www.fordownersservice.com](http://www.fordownersservice.com) for vehicle specific maintenance requirements.

## FLUID LEVELS

OK	FILL	OK	FILL	OK	FILL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Engine Oil	<input type="checkbox"/>	<input type="checkbox"/> Power Steering	<input type="checkbox"/>	<input type="checkbox"/> Transmission (if equipped with dipstick)	<input type="checkbox"/>
<input type="checkbox"/> Brake Reservoir	<input type="checkbox"/>	<input type="checkbox"/> Window Washer	<input type="checkbox"/>	<input type="checkbox"/> Coolant/Recovery Reservoir	<input type="checkbox"/>

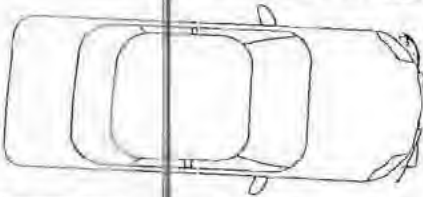
## BATTERY

State of Health	Battery Condition
<input type="checkbox"/>	<input type="checkbox"/>

## WIPER BLADES

Wipe Test Performed	Wiper Blades
<input type="checkbox"/>	<input type="checkbox"/>

## EXTERIOR BODY

Note any  
existing exterior  
body damage  
or defects on  
diagramTIRE TREAD  
BRAKE LINING

## TIRE WEAR INDICATES

<input type="checkbox"/> Alignment check needed
<input type="checkbox"/> Wheel balance needed

☐ Brake measurements not taken this service visit

Comments: \_\_\_\_\_

## TIRE / BRAKE WEAR

7/32" and greater  
Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)

4/32" to 6/32"

3 to 5mm or 4/32" to 7/32" (Disc) or 1.61 to 2mm (Drum) or 2/32" to 3/32"

3/32" and less  
Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

LEFT FRONT	SERVICED
<input type="checkbox"/> Tire Tread Depth <u>10</u> /32" Tire Age _____	<input type="checkbox"/>
<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input type="checkbox"/> Brake Lining <u>9</u> mm /32"	<input type="checkbox"/>
LEFT REAR	SERVICED
<input type="checkbox"/> Tire Tread Depth <u>10</u> /32" Tire Age _____	<input type="checkbox"/>
<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input type="checkbox"/> Brake Lining <u>9</u> mm /32"	<input type="checkbox"/>
SPARE TIRE	SERVICED
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>

RIGHT FRONT	SERVICED
<input type="checkbox"/> Tire Tread Depth <u>10</u> /32" Tire Age _____	<input type="checkbox"/>
<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input type="checkbox"/> Brake Lining <u>9</u> mm /32"	<input type="checkbox"/>
RIGHT REAR	SERVICED
<input type="checkbox"/> Tire Tread Depth <u>10</u> /32" Tire Age _____	<input type="checkbox"/>
<input type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input type="checkbox"/> Brake Lining <u>7</u> mm /32"	<input type="checkbox"/>

Be sure to visit [FordOwner.com](http://FordOwner.com) today!Advisor: Allick Fong

Customer Signature: \_\_\_\_\_

Tech: \_\_\_\_\_





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CUSTOMER NO <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TAG NO <b>997668</b>	INVOICE DATE <b>04/04/12</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO [REDACTED]	MILEAGE <b>16,344</b>	COLOR <b>BRILL SILV</b>
PATERSON, NJ	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	STOCK NO <b>20350</b>	DELIVERY MILES <b>1</b>
[REDACTED]	VEHICLE ID NO <b>3FAHP0JG8AR</b>	TELEPHONE DEALER NO <b>801675</b>	PRODUCTION DATE	
[REDACTED]	F.T.E. NO [REDACTED]	P.O. NO <b>5778</b>	B.O. DATE <b>04/02/12</b>	
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	MO: 163	

LABOR & PARTS  
J# 1 10F0Z01 DRIVEABILITY CONCERN TECH(S):5778 WARRANTY  
CUST STS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME  
ON  
ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT  
TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE  
BINDING OPEN AT TIMES  
REPLACE VAPOR VALVE AND RETEST AND ROADTEST

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	9052-9C915-H	VALVE A		
JOB # 1 TOTAL PARTS				0.00	
JOB # 1 TOTAL LABOR & PARTS				0.00	

J# 2 19F0ZREPCARD REPORT CARD INSP TECH(S):5778 INTERNAL  
PERFORM MULTI-POINT INSPECTION REPORT CARD  
PERFORM ADVISOR WALK AROUND INSPECTION  
COURTESY INSPECTION OF VEHICLE  
SEE ADVISOR FOR REPORT CARD RESULTS  
ADVISOR PERFORMED WALKAROUND INSPECTION

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

J# 3+19F0ZGBATT BATTERY CHECK TECH(S):5778 INTERNAL  
BATTERY INSPECTION  
INSPECT BATTERY TERMINALS  
INSPECT BATTERY CONDITION AND COLD CRANKING AMPS  
INSPECT BATTERY TERMINALS  
BATTERY CONDITION GOOD

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	

J# 4+19F0ZGRK BRAKE INSPECTION TECH(S):5778 INTERNAL  
VISUAL INSPECTION OF BRAKES  
VISUAL INSPECTION OF BRAKE LINING  
BRAKES VISUALLY CHECK O.K. ABOVE 5MM DISC ABOVE 3MM DRUM  
BRAKES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	

J# 5+19F0ZGTIRE TIRE INSPECTION TECH(S):5778 INTERNAL  
TIRES VISUALLY INSPECTED AND O.K.  
INSPECT TIRES FOR WEAR  
TIRES CHECKED AND 7/32 OR HIGHER







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CUSTOMER NO. <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	997668	INVOICE DATE <b>04/06/12</b>	INVOICE NO. [REDACTED]
[REDACTED]	VEHICLE NO. [REDACTED]	MILEAGE <b>16,344</b>	COLOR <b>BRILL SILV</b>	STOCK NO. <b>20350</b>
PATERSON, NJ	VEHICLE MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILES <b>801675</b>	PRODUCTION DATE [REDACTED]
[REDACTED]	VEHICLE ID NO. <b>3FAHP0JG8AR</b>	SALESMAN ID NO. <b>801675</b>	REPRINT#	
[REDACTED]	PTC NO. <b>5778</b>	PO NO. <b>04/02/12</b>		
COMMENTS				

MO: 163

LABOR & PARTS  
J# 1 10F0201 DRIVEABILITY CONCERN TECH(S):5778 WARRANTY  
CUST SYS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME ON  
ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE  
BINDING OPEN AT TIMES  
REPLACE VAPOR VALVE AND RETEST AND ROADTEST  
AFTER ROAD TEST VEHICLE STARTED TO STALL PERFORM IDS TEST  
HAD NO CODES PREVIOUSLY NOW HAVE CODE P2111 PERFORM  
PINPOINT TEST REPLACE THROTTLE BODY ROAD TESTED BY  
TECHNICIAN AND SERVICE DIRECTOR TOTAL OF 30 MILES  
VEHICLE RUNS FINE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	9U5Z 9C915-H	VALVE A		
JOB # 1	1	0S7Z 9E926-A	THROTTLE		
JOB # 1 TOTAL PARTS					0.00
JOB # 1 TOTAL LABOR & PARTS					0.00

J# 2 19F0ZREPCARD REPORT CARD INSP TECH(S):5778 INTERNAL  
PERFORM MULTI-POINT INSPECTION REPORT CARD  
PERFORM ADVISOR WALK AROUND INSPECTION  
COURTESY INSPECTION OF VEHICLE  
SEE ADVISOR FOR REPORT CARD RESULTS  
ADVISOR PERFORMED WALKAROUND INSPECTION

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

J# 3+19FDZGBATT BATTERY CHECK TECH(S):5778 INTERNAL  
BATTERY INSPECTION  
INSPECT BATTERY TERMINALS  
INSPECT BATTERY CONDITION AND COLD CRANKING AMPS  
INSPECT BATTERY TERMINALS  
BATTERY CONDITION GOOD

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3 TOTAL PARTS					0.00
JOB # 3 TOTAL LABOR & PARTS					0.00

J# 4+19F0ZCRK BRAKE INSPECTION TECH(S):5778 INTERNAL  
VISUAL INSPECTION OF BRAKES  
VISUAL INSPECTION OF BRAKE LINING  
BRAKES VISUALLY CHECK O.K. ABOVE 5MM DISC ABOVE 3MM DRUM  
BRAKES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4 TOTAL PARTS					0.00





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CUSTOMER NO. 314233	ADVISOR JAMES CURRY	TAG NO. 997668	INVOICE DATE 04/06/12	CELL: [REDACTED]
[REDACTED]	LAST RATE [REDACTED]	LICENSE NO. [REDACTED]	16,344	COLOR BRILL SILV
PATERSON, NJ	FRAMER MODEL 10/FORD/FUSION/4DR SDN SEL FWD	VEHICLE ID NO. 3FAHP0JG8AR [REDACTED]	DELIVERY DATE 07/27/10	STOCK NO. 20350
[REDACTED]	SALES TAX 5778	SELLING DEALER NO. 801675	DATE 04/02/12	DELIVERY MILES 15
RESIDENTIAL PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	REPRINT# 1	MO: 1634

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5-19F02GTIRE TIRE INSPECTION  
TIRES VISUALLY INSPECTED AND O.K.  
INSPECT TIRES FOR WEAR  
TIRES CHECKED AND 7/32 OR HIGHER

TECH(S): 5778 INTERNAL

PARTS	QTY	IP NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 5 TOTAL PARTS 0.00

JOB # 5 TOTAL LABOR & PARTS 0.00

SUBLET	PO#	VEND	INV#	INV DATE	DESCRIPTION	TOTAL - SUBLET	INTERNAL
JOB # 2	4351			04/06/12	FUEL	0.00	

TOTALS

*****		TOTAL LABOR	0.00
* [ ] CASH [ ] CHECK CK NO. [ ] *		TOTAL PARTS	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *		TOTAL SUBLET	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *		TOTAL S.O.G.	0.00
*****		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX	0.00
		TOTAL INVOICE \$	0.00

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STATION #	314233	ADVISOR	CARLOS SANTANA	TAG NO	5474	INVOICE DATE	05/18/12	CELL	[REDACTED]
SALE RATE	[REDACTED]	SALE PRICE	[REDACTED]	TRADE IN	17,222	COLOR	BRILL SILV	STOCK NO	20350
YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE	07/27/10	DELIVERY MILES	15		
VEHICLE ID NO	3FAHP0JG8AR [REDACTED]			SELLING DEALER NO	801675	PRODUCTION DATE			
F.T.C. NO				P.O. NO	5778	W.S. DATE	05/14/12		
COMMENTS									

MO: 1732

LABOR & PARTS  
J# 1 10F0Z01 DRIVEABILITY CONCERN TECH(S):5778 WARRANTY  
CUSTOMER STATES VEHICLE AT TIMES  
(PRIOR)  
PERFORM IDS TEST NO CODES ROAD TESTED SEVERAL TIMES FOR  
SEVERAL MILES BY SERVICE DIRECTOR AND TECHNICIAN COULD NOT  
VERIFY ANY CONCERNS NO DTC'S EXPLAINED TO CUSTOMER PROBLEM  
MUST OCCUR TO DIAGNOSE CONCERN ALSO INFORMED CUSTOMER WHEN  
VEHICLE DATA RECORDER ARRIVES WILL PUT IN VEHICLE TO  
RECORD DATA WHEN CONDITION OCCURS

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 70F0Z SUBLET TECH(S):5778 WARRANTY  
LOANER

JOB # 2 TOTAL LABOR & PARTS 0.00

SUBLET	PO#	VEND	INV#	INV DATE	DESCRIPTION	WARRANTY
JOB # 1	44504			05/18/12	530 PER DAY CALL TOM	
JOB # 2	44641			05/18/12	FUEL	
TOTAL SUBLET						0.00

COMMENTS  
DELETED OPERATION(S)  
23F0ZZQ2060 \* REPLACE ALL TIRES

TOTALS	
TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

## A DIARY OF MY CAR PROBLEMS WITH THE FORD FUSION 2010

- 2/25/2012 TOOK THE CAR TO BE SERVICED BECAUSE THE CHECK ENGINE LIGHT WHEN ON
- 4/4/2012 TOOK THE CAR TO BE SERVICED BECAUSE THE WRENCH LIGHT CAME ON AND THE CAR WOULD JUST CUT OFF WHILE DRIVING
- 4/4/2012 PICKED UP CAR ON 4/4/2012 FROM JIM WHO INFORMED ME THAT THE VEHICLE WAS FIXED AND SO I LEFT WITH THE VEHICLE AND SOON AS I LEFT THE DEALER WHILE ON ROUTE 17 THE VEHICLE CUT OFF AGAIN. I WAS ABLE TO START THE VEHICLE AND DRIVE IT HOME. WHERE THEN I HAD THE VEHICLE TOWED TO QUALITY AUTO MALL AND SPOKE TO JEFF THE SERVICE DIRECTOR WHERE HE INFORMED TO GO IN ON 4/5/2012 TO PICK UP A RENTAL FROM ENTERPRISE RENTAL.
- 4/5/2012 I WAS AT THE DEALER @ 8:00 AM TO PICK-UP THE RENTAL AND JEFF WAS THERE TO MEET ME. HE'S BEEN KEEPING ME INFORMED AND ADVISED THAT THE THROTTLE BODY NEEDS TO BE REPLACED AND VEHICLE SHOULD BE READY TOMORROW 4/6/2012
- 5/13/2012 WHILE DRIVING ON THE HWY THE CAR STALLED OUT AGAIN AFTER HAVING THE THROTTLE BODY REPLACED
- 5/14/2012 SPOKE TO JOSH @ FORD MOTOR CASE NUMBER [REDACTED] AND HE INFORMED THAT FORD WILL LOOK INTO IT AND THAT THEY WILL CONTACT THE DEALERSHIP TO FIND OUT WHAT KIND WORK THAT HAVE DONE WITH VEHICLE
- 5/17/2012 SPOKE TO ANGELA THE FORD REGIONAL CUSTOMER SERVICE MANAGER @ X 77790 AND SHE BASICALLY TOLD ME EVEN AFTER I EXPRESSED MY GREAT CONCERN DOES SOMETHING BAD HAVE TO HAPPEN. AND ALL SHE SAID WAS THAT SOME TYPE OF DEVICE SORT OF LIKE A BLACK BOX THAT THE AIRPLANES HAVE WOULD BE PROVIDED TO ME SOMETIME IN JUNE SO THE PROBLEM CAN BE DUPLICATED.

5/17/2012

ANGELA @ REGIONAL CUSTOMER SERVICE MANAGER CALLED ME AGAIN ON THURSDAY @ 3: 50 p.m. TO ADVISE THAT SHE SPOKE WITH THE DEALERSHIP AND THEY COULD NOT FIND THE SOLUTION THAT I WOULD HAVE TO WAIT FOR THE PROBLEM TO OCCUR AGAIN TO TRY TO PULL OVER SAFELY AND HAVE A TOW TRUCK COME OUT TO PICK-UP THE CAR AND DO NOT RESTART THE CAR. SO IN A NUT SHELL THESE ASSHOLES DID NOTHING AND I AM ON MY OWN EVEN THOUGH IS STRESSED MY LIFE BEING IN JEOPARDY. THANK FORD





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CELL: [REDACTED]

CUSTOMER NO <b>314233</b>	ADVISOR <b>NICHOLAS FREY</b>	TAG NO <b>131</b>	INVOICE DATE <b>02/25/12</b>	INVOICE NO [REDACTED]	
[REDACTED]	LABOR RATE [REDACTED]	FAH [REDACTED]	15,548	COLOR <b>BRILL SILV</b>	STOCK NO <b>20350</b>
[REDACTED]	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILE <b>15</b>	SELLING DEALER NO <b>801675</b>	PRODUCTION DATE
<b>PATERSON, NJ</b>	VEHICLE I.D. NO. <b>3 F A H P 0 J G 8 A R</b>	P.T.E. NO. <b>WILSON</b>	P.C. DATE <b>02/25/12</b>		
RESIDENTIAL PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS			

MO: 15548

LABOR & PARTS			
J# 1 10F0Z06	CHECK ENGINE LIGHT CUSTOMER STATES CHECK ENGINE LIGHT ON ELECTRIC CODE P0456, PERFORMED EVAP TEST FAIL CLEANED CAPLESS VALVE RETESTED - PASSED	TECH(S):5778	WARRANTY
JOB # 1 TOTAL LABOR & PARTS		0.00	
J# 2 19F0ZREPCARD	REPORT CARD INSP. PERFORM MULTI-POINT INSPECTION REPORT CARD PERFORM ADVISOR WALK AROUND INSPECTION COURTESY INSPECTION OF VEHICLE SEE ADVISOR FOR REPORT CARD RESULTS ADVISOR PERFORMED WALKAROUND INSPECTION	TECH(S):5778	INTERNAL
JOB # 2 TOTAL LABOR & PARTS		0.00	
J# 3+19F0ZGBATT	BATTERY CHECK BATTERY INSPECTION INSPECT BATTERY TERMINALS INSPECT BATTERY CONDITION AND COLD CRANKING AMPS INSPECT BATTERY TERMINALS BATTERY CONDITION GOOD	TECH(S):5778	INTERNAL
JOB # 3 TOTAL LABOR & PARTS		0.00	
J# 4+19F0ZGBK	BRAKE INSPECTION VISUAL INSPECTION OF BRAKES VISUAL INSPECTION OF BRAKE LINING BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM BRAKES	TECH(S):5778	INTERNAL
JOB # 4 TOTAL LABOR & PARTS		0.00	
J# 5+19F0ZGTIRE	TIRE INSPECTION TIRES VISUALLY INSPECTED AND O.K. INSPECT TIRES FOR WEAR TIRES CHECKED AND 7/32 OR HIGHER	TECH(S):5778	INTERNAL
JOB # 5 TOTAL LABOR & PARTS		0.00	



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CELL: [REDACTED]

CUSTOMER NO <b>314233</b>	ADVISOR <b>NICHOLAS FREY</b>	TAG NO <b>131</b>	INVOICE DATE <b>02/25/12</b>	IN [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	MESSAGE <b>15,548</b>	COLOR <b>BRILL SILV</b>	STOCK NO. <b>20350</b>
PATERSON, NJ [REDACTED]	YEAR / MAKE / MODEL <b>10 / FORD / FUSION / 4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILES <b>15</b>	
[REDACTED]	VEHICLE I.D. NO. <b>3 F A H P 0 J G 8 A R [REDACTED]</b>	SELLING DEALER MO <b>801675</b>	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO. <b>WILSON</b>	F.I.D. DATE <b>02/25/12</b>	
[REDACTED]	COMMENTS			

MO: 1554

**TOTALS**

\*\*\*\*\*  
\*  
\* [ ] CASH [ ] CHECK CK. NO. [ ] \*  
\*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*  
\*\*\*\*\*

TOTAL LABOR.... 0.00  
TOTAL PARTS.... 0.00  
TOTAL SUBLET.... 0.00  
TOTAL G.O.G.... 0.00  
TOTAL MISC CHG. 0.00  
TOTAL MISC DISC 0.00  
TOTAL TAX..... 0.00  
**TOTAL INVOICE \$ 0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE





Ford Service



Extended Service Plan

☐ Yes  
☐ No

Owner  
Advantage  
Rewards

Member #:

Service Balance:

Vehicle REPORT CARD - Multi-Point Inspection as recommended by Ford Motor Company

State  
Inspec. Month:

Name:

E-Mail Address:

Today's Date:

RO/Tag:

Make/Model/Year: 10 Fusion

Mileage: 15548

VIN #:

Plate #:

### SCHEDULED MAINTENANCE ITEMS\*

DUE	SERVICED	DUE	SERVICED
<input type="checkbox"/> THE WORKS FORD TALKS BACK	<input type="checkbox"/>	<input checked="" type="checkbox"/> Engine Air Filter	<input type="checkbox"/>
<input type="checkbox"/> Oil Change & Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>
<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid &/or Filter	<input type="checkbox"/>
<input type="checkbox"/> Multi-Point Inspection	<input type="checkbox"/>	<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> K Mile Scheduled Maintenance	<input 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](http://www.genuineservice.com) for vehicle specific maintenance requirements.

### FLUID LEVELS

<input checked="" type="checkbox"/> Oil and/or fluid leaks	<input type="checkbox"/>
<input type="checkbox"/> Engine Oil	<input type="checkbox"/> Power Steering
<input type="checkbox"/> Brake Reservoir	<input type="checkbox"/> Window Washer
<input type="checkbox"/> Transmission (if equipped with dipstick)	<input type="checkbox"/> Coolant Recovery Reservoir

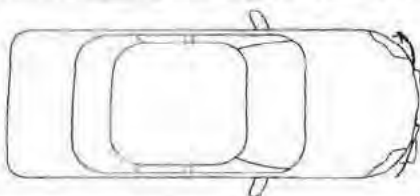
### BATTERY

State of Health Battery Condition ☐

### WIPER BLADES

☐ Wipe Test Performed ☐ Wiper Blades

### EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

### TIRE / BRAKE WEAR

#### TIRE TREAD BRAKE LINING

7/32" and greater  
Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)  
4/32" to 6/32"  
3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"  
3/32" and less  
Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

TIRE WEAR INDICATES	SERVICED
<input type="checkbox"/> Alignment check needed	<input type="checkbox"/>
<input type="checkbox"/> Wheel balance needed	<input type="checkbox"/>

☐ Brake measurements not taken this service visit

Comments:

LEFT FRONT	SERVICED
<input checked="" type="checkbox"/> Tire Tread Depth 10/32" Tire Age	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input checked="" type="checkbox"/> Brake Lining 9 mm /32"	<input type="checkbox"/>
LEFT REAR	SERVICED
<input checked="" type="checkbox"/> Tire Tread Depth 10/32" Tire Age	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input checked="" type="checkbox"/> Brake Lining 9 mm /32"	<input type="checkbox"/>
SPARE TIRE	SERVICED
<input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>

RIGHT FRONT	SERVICED
<input checked="" type="checkbox"/> Tire Tread Depth 10/32" Tire Age	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input checked="" type="checkbox"/> Brake Lining 9 mm /32"	<input type="checkbox"/>
RIGHT REAR	SERVICED
<input checked="" type="checkbox"/> Tire Tread Depth 10/32" Tire Age	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Wear Pattern/Damage	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI	<input type="checkbox"/>
<input checked="" type="checkbox"/> Brake Lining 7 mm /32"	<input type="checkbox"/>

Be sure to visit [FordOwner.com](http://FordOwner.com) today!

Advisor: Nick Frey

Customer Signature:





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COPIES OF ORDER NO	314233	ADVISOR	JAMES CURRY	TAG NO	997668	INVOICE DATE	04/04/12	CELL	■■■■■■■■■■
		LABOR RATE		LICENSE NO		16,344	BRILL SILV	20350	
		YEAR MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE	07/27/10	DELIVERY MILES	1
		VEHICLE ID NO	3FAHP0JG8AR			DEALER NO	675	PRODUCTION DATE	
		CTE NO	57				4/02/12		
PATERSON, NJ		COMMENTS							

MO: 1634

LABOR & PARTS		TECH(S):5778		WARRANTY	
J# 1 10F0Z01	DRIVEABILITY CONCERN	CUST STS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME ON			
ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE		BINDING OPEN AT TIMES			
REPLACE VAPOR VALVE AND RETEST AND ROADTEST					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	9U5Z-9C915-H	VALVE A		
JOB # 1 TOTAL PARTS				0.00	WARRANTY
JOB # 1 TOTAL LABOR & PARTS				0.00	
J# 2 19F0ZREPCARD	REPORT CARD INSP.	TECH(S):5778		INTERNAL	
PERFORM MULTI-POINT INSPECTION REPORT CARD					
PERFORM ADVISOR WALK AROUND INSPECTION					
COURTESY INSPECTION OF VEHICLE					
SEE ADVISOR FOR REPORT CARD RESULTS					
ADVISOR PERFORMED WALKAROUND INSPECTION					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				0.00	
J# 3+19F0ZGBATT	BATTERY CHECK	TECH(S):5778		INTERNAL	
BATTERY INSPECTION					
INSPECT BATTERY TERMINALS					
INSPECT BATTERY CONDITION AND COLD CRANKING AMPS					
INSPECT BATTERY TERMINALS					
BATTERY CONDITION GOOD					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	
J# 4+19F0ZGBK	BRAKE INSPECTION	TECH(S):5778		INTERNAL	
VISUAL INSPECTION OF BRAKES					
VISUAL INSPECTION OF BRAKE LINING					
BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM					
BRAKES					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	
J# 5+19F0ZGTIRE	TIRE INSPECTION	TECH(S):5778		INTERNAL	
TIRES VISUALLY INSPECTED AND O.K.					
INSPECT TIRES FOR WEAR					
TIRES CHECKED AND 7/32 OR HIGHER					



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CUSTOMER FID	314233	ADVISOR	JAMES CURRY	TAG NO.	997668	INVOICE DATE	04/04/12	CELL	[REDACTED]
		LABOR RATE		LICENSE NO.	[REDACTED]	MILEAGE	16,344	COLOR	BRILL SILV
		YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE	07/27/10	DELIVERY MILES	20350
		VEHICLE ID NO.	3FAHP0JG8AR [REDACTED]			SELLING DEALER NO.	801675	PRODUCTION DATE	15
		F.I.C. NO.	5778			H.O. DATE	04/02/12		

RESIDENCE PHONE BUSINESS PHONE

[REDACTED]

COMMENTS

MO: 1634

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 5 TOTAL PARTS				0.00
JOB # 5 TOTAL LABOR & PARTS				0.00
TOTALS				
*****				TOTAL LABOR....
*				0.00
* [ ] CASH [ ] CHECK CK NO. [ ]				TOTAL PARTS....
*				0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER				TOTAL SUBLET....
*				0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE				TOTAL G.O.G....
*				0.00
*****				TOTAL MISC CHG.
				0.00
				TOTAL MISC DISC
				0.00
				TOTAL TAX.....
				0.00
				TOTAL INVOICE \$
				0.00

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CUSTOMER SIGNATURE





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CUSTOMER NO	314233	ADVISOR	JAMES CURRY	TAG NO	997668	INVOICE DATE	04/06/12	CELL	[REDACTED]
[REDACTED]	[REDACTED]	EXPIRY DATE	[REDACTED]	LICENSE NO	[REDACTED]	SALE PRICE	16,344	COLOR	BRILL SILV
PATERSON, NJ	[REDACTED]	VEHICLE MAKE / PRICE	10/FORD/FUSION/4DR SDN SEL FWD	DELIVERY DATE	07/27/10	STOCK #	20350	DELIVERY MILES	15
[REDACTED]	[REDACTED]	VEHICLE ID NO	3FAHP0JG8AR	SELLING DEALER NO	801675	PRODUCTION DATE			
[REDACTED]	[REDACTED]	PI NO	5778	PI Q. DATE	04/02/12	REPRINT #	1		
HOME/CELL PHONE	[REDACTED]	BUSINESS PHONE	[REDACTED]	COMMENTS					

MO: 16344

LABOR & PARTS  
J# 1 10F0Z01 DRIVEABILITY CONCERN TECH(S):5778 WARRANTY

CUST STS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME ON  
ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE  
BINDING OPEN AT TIMES  
REPLACE VAPOR VALVE AND RETEST AND ROADTEST  
AFTER ROAD TEST VEHICLE STARTED TO STALL PERFORM IDS TEST  
HAD NO CODES PREVIOUSLY NOW HAVE CODE P2111 PERFORM  
PINPOINT TEST REPLACE THROTTLE BODY ROAD TESTED BY  
TECHNICIAN AND SERVICE DIRECTOR TOTAL OF 30 MILES  
VEHICLE RUNS FINE

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1		9U5Z-9C915-H	VALVE A		
JOB # 1	1		DS7Z-9E926-A	THROTTLE		
JOB # 1 TOTAL PARTS					0.00	
JOB # 1 TOTAL LABOR & PARTS					0.00	

J# 2 19F0ZREPCARD REPORT CARD INSP. TECH(S):5778 INTERNAL  
PERFORM MULTI-POINT INSPECTION REPORT CARD  
PERFORM ADVISOR WALK AROUND INSPECTION  
COURTESY INSPECTION OF VEHICLE  
SEE ADVISOR FOR REPORT CARD RESULTS  
ADVISOR PERFORMED WALKAROUND INSPECTION

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

J# 3+19F0ZGRATT BATTERY CHECK TECH(S):5778 INTERNAL  
BATTERY INSPECTION  
INSPECT BATTERY TERMINALS  
INSPECT BATTERY CONDITION AND COLD CRANKING AMPS  
INSPECT BATTERY TERMINALS  
BATTERY CONDITION GOOD

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3 TOTAL PARTS					0.00	
JOB # 3 TOTAL LABOR & PARTS					0.00	

J# 4+19F0ZGBK BRAKE INSPECTION TECH(S):5778 INTERNAL  
VISUAL INSPECTION OF BRAKES  
VISUAL INSPECTION OF BRAKE LINING  
BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM  
BRAKES

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4 TOTAL PARTS					0.00	





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CUSTOMER NO <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TAG NO <b>997668</b>	INVOICE DATE <b>04/06/12</b>	CELL: <b>[REDACTED]</b>
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO [REDACTED]	MILEAGE <b>16,344</b>	COLOR <b>BRILL SILV</b>
<b>PATERSON, NJ</b>	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	VEHICLE ID NO <b>3FAHP0JG8AR [REDACTED]</b>	DELIVERY DATE <b>07/27/10</b>	STOCK NO <b>20350</b>
[REDACTED]	SALES NO [REDACTED]	FOR NO <b>5778</b>	SELLING DEALER NO <b>801675</b>	DELIVERY MILES <b>15</b>
[REDACTED]	COMMENTS [REDACTED]			PRODUCTION DATE [REDACTED]
				REPRINT# <b>1</b>

MO: 16344

JOB # 4 TOTAL LABOR & PARTS 0.00  
J# 5+19F0ZGTIRE TIRE INSPECTION TECH(S):5778 INTERNAL  
TIRES VISUALLY INSPECTED AND O.K.  
INSPECT TIRES FOR WEAR  
TIRES CHECKED AND 7/32 OR HIGHER

PARTS -----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
JOB # 5 TOTAL PARTS 0.00  
JOB # 5 TOTAL LABOR & PARTS 0.00

SUBLET-----PO#-----VEND INV#-INV DATE-DESCRIPTION-----  
JOB # 2 43511 04/06/12 FUEL INTERNAL  
TOTAL - SUBLET 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  
\*\*\*\*\*  
TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE



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CUSTOMER ID#	314233	ADVISOR	CARLOS SANTANA	TAG NO.	5474	INVOICE DATE	05/18/12	CELL:	[REDACTED]
[REDACTED]	[REDACTED]	LABOR RATE	[REDACTED]	SALES NO.	[REDACTED]	COLOUR	BRILL SILV	STOCK NO.	20350
PATERSON, NJ	[REDACTED]	VEHICLE MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD	17,222		DELIVERY DATE	07/27/10	DELIVERY MILES	15
[REDACTED]	[REDACTED]	VEHICLE ID#	3FAHP0JG8AR	[REDACTED]		SELLING DEALER NO.	801675	PRODUCTION DATE	
[REDACTED]	[REDACTED]	FIN NO.	5778			H.O. DATE	05/14/12		
RESIDENTIAL PHONE	[REDACTED]	BUSINESS PHONE	[REDACTED]	COMMENTS					

MO: 17324

LABOR & PARTS		TECH(S):5778		WARRANTY	
J# 1 10FOZ01	DRIVEABILITY CONCERN				
CUSTOMER STATES VEHICLE AT TIMES (PRIOR) PERFORM IDS TEST NO CODES ROAD TESTED SEVERAL TIMES FOR SEVERAL MILES BY SERVICE DIRECTOR AND TECHNICIAN COULD NOT VERIFY ANY CONCERNS NO DTC'S EXPLAINED TO CUSTOMER PROBLEM MUST OCCUR TO DIAGNOSE CONCERN ALSO INFORMED CUSTOMER WHEN VEHICLE DATA RECORDER ARRIVES WILL PUT IN VEHICLE TO RECORD DATA WHEN CONDITION OCCURS					
JOB # 1 TOTAL LABOR & PARTS		0.00			
J# 2 70FOZ	SUBLET	TECH(S):5778		WARRANTY	
LOANER					
JOB # 2 TOTAL LABOR & PARTS		0.00			
SUBLET	PO#	VEND	INV#	INV DATE	DESCRIPTION
JOB # 1	44544			05/18/12	\$30 PER DAY CALL TOM
JOB # 2	44641			05/18/12	FUEL
TOTAL - SUBLET					0.00
COMMENTS					
DELETED OPERATION(S):					
23FOZZQ2060 REPLACE ALL TIRES					
TOTALS					
*****					
* [ ] CASH [ ] CHECK CK NO. [ ]					
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER					
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE					
*****					
TOTAL LABOR					0.00
TOTAL PARTS					0.00
TOTAL SUBLET					0.00
TOTAL G.O.G.					0.00
TOTAL MISC CHG.					0.00
TOTAL MISC DISC					0.00
TOTAL TAX					0.00
TOTAL INVOICE \$					0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE



**KENNETH D. IULO**

Attorney-at-Law

KENNETH D. IULO  
MARLESA IULO+

+ Also Admitted in New York

SPECIAL LIAISON  
OWNER RELATION

12 MAY 25

165 Prospect Street, Passaic, NJ 07055

Tel: (973) 773-4900

Fax: (973) 773-6964

e-mail: kennethiulo@hotmail.com

May 22, 2012

Via Certified Mail-RRR

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

RECEIVED

MAY 29 2012

RE: [REDACTED]  
Ford Fusion 2010  
Account No. [REDACTED]  
VIN No: 3FAHP0JG8AR [REDACTED]

To Whom it May Concern:

With reference to the above, please be advised that our office has been retained by [REDACTED], owner of a 2010 Ford Fusion, which is believed to be a "Lemon" pursuant to the New Jersey Lemon Law as codified in N.J.S.A. 56: 12-29 to 12-49. We are hereby making a written demand for relief pursuant to the New Jersey Lemon Law and ask that you forward our letter of representation to the appropriate party.

On or about July 27, 2010 [REDACTED] purchased her 2010 Ford Fusion, VIN number 3FAHP0JG8AR [REDACTED] from Quality Auto Mall located at 55 Route 17 North in Rutherford, New Jersey. Since my client purchased the vehicle, it has been at Quality Auto Mall a total of four visits for repairs. I have enclosed a copy of [REDACTED] service records for your review. To date the problem has neither been properly identified nor fixed. By way of information, pursuant to my client, on multiple occasions during the operation of her vehicle the Ford Fusion would simply shut off mid-operation. Specifically, the vehicle's engine would cut off, leaving her unable to operate the vehicle. As you will note from her May 14, 2012 letter addressed to the Ford Motor Company, the problems she experienced have neither been properly identified nor repaired, thus leaving my client in a dangerous situation every time she attempts to operate her vehicle.

Since a motor vehicle shutting itself off mid-operation constitutes a dangerous situation for both Ms. [REDACTED] and those that share the road with her, it is our position that such a problem substantially impairs the use, value and safety of [REDACTED] vehicle. The defect is one that is likely to cause serious bodily injury and/or death to both [REDACTED] and third parties if the vehicle continues to be driven and as such, we are placing you on notice of our intent to, again file a Lemon Law Claim under the New Jersey Lemon Law Statute, as well as place you on notice for possibility liability to both [REDACTED] and any and all third parties that may be involved should [REDACTED] vehicle "shut off" mid operation and cause an accident.

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

MAY 30 2012

OFFICE OF THE  
GENERAL COUNSEL



## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG8AR [REDACTED] Year: 2010  
 Name: [REDACTED] Owner Status: Original  
 Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP  
 Reason Desc: CLP-IN-FIN ASSIST-CUST PERCEIVES TWO REPAIRS  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 05/15/2012

Model: FUSION Case: [REDACTED]  
 WSD: 2010-07-27  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: TIER ONE OPEN ISSUE  
 Dealer: 06995 QUALITY AUTO MALL  
 Odometer: 17360 MI  
 Analyst Name: ALEXANDER, JOSHUA  
 Action Date: 05/14/2012

Comm Type: PHONE  
 Analyst: JALEX133  
 Action Time: 10.37.27.662 Action Data: No

Origin Desc: TIER ONE - MELBOURNE

Comments ===CUSTOMER SAYS===CUST STATES THAT HAS TAKEN TO DLR SEVERAL TIMES FOR PROBLEMS WITH STALLING WHILE DRIVING-CUST STATES THAT PROBLEMS ORIGINATED EARLY APRIL TWICE AND HAPPENED AGAIN LAST NIGHT-FIRST TIME VEH WAS AT DLR IN EARLY APRIL DLR REPAIRED AND VEH SHUT OFF 10 MINUTES AFTER LEAVING DLR-CUST TOOK VEH BACK TO DLR AND DLR REPLACED THROTTLE BODY-CUST HAS CONTACTED DLR AND DLR HAS ADV TO BRING VEH BACK IN AND WILL LOOK AT-CUST DOES NOT FEEL SAFE DRIVING VEH ===DEALERSHIP SAYS===QUALITY AUTO MALL 55 STATE HIGHWAY #17 RUTHERFORD NJ 07070 201-935-2400 ===CRC SAYS=== 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-BEST NUMBER TO REACH IS [REDACTED] BEST TIME TO REACH IS 9AM-6PM EST-VEH IS BEING TOWED TO DLR

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06995 QUALITY AUTO MALL  
 Odometer: 17360 MI  
 Analyst Name: JEFFREY PECK  
 Action Date: 05/15/2012

Comm Type: VISIT  
 Analyst: J-PECKE  
 Action Time: 10.21.23.534

Origin Desc: DEALER

Action Data: No

Comments VEHICLE AT DEALERSHIP AWAITING DIAGNOSIS FROM TECHNICIAN

Action: CREATE FOLLOW UP

Dealer: 06995 QUALITY AUTO MALL  
 Odometer: 17360 MI  
 Analyst Name: TRETTENERO, ANGELA  
 Action Date: 05/15/2012

Comm Type: PHONE  
 Analyst: ATRETTEN  
 Action Time: 14.11.07.630 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC TO SM TOM @ 201-935-2400 - INTERMITTENT ELECTRICAL CONCERN- CONTACTED HOTLINE WHO TOLD THE TECH THAT HE NEEDS TO DUPLICATE THE CONCERN. SM STATES THAT THEY ARE WAITING FOR THE NEW VDR (VCM 2) - SOMETIME IN JUNE. OBC TO CUSTOMER @ [REDACTED] CUSTOMER STATES THAT SHE HAS HAD THE SAME PROBLEM MULTIPLE TIMES. IT STOPS IN MID OPERATION OF THE VEHICLE - ON THE HIGHWAY IT SHUTS OFF IN MID OPERATION. CUSTOMER STATES THAT SHE DRIVES NEAR THE SHOULDER BECAUSE SHE DOESN'T KNOW WHETHER OR NOT THE VEHICLE IS GOING TO MAKE IT OR NOT. CUSTOMER STATES THAT SHE DROVE FOR A MONTH BEFORE IT HAPPENED AGAIN. CSM ADVISED CUSTOMER OF THE OPTION OF THE VDR NEXT MONTH WHEN THE DEALERSHIP GETS THE NEW VCM. CUSTOMER EXPRESSED CONCERNS FOR HER SAFETY - CSM ADVISED TECHS ARE DIAGNOSING VEHICLE AND SET FU 05-17-2012

## Data Element Name

## Data Value

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

05-17-2012  
 18:30

5/31/2012

**Action:** CONCERN ADDRESSED**Dealer:** 06995 QUALITY AUTO MALL**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM**Odometer:** 17360 MI**Comm Type:** PHONE**Analyst Name:** TRETENERO, ANGELA**Analyst:** ATRETEN**Action Date:** 05/17/2012**Action Time:** 16.10.03.631**Action Data:** Yes

**Comments** OBC TO CUSTOMER @ [REDACTED] - CSM ADVISED CUSTOMER THAT THE DEALERSHIP HAS BEEN WORKING WITH HOTLINE AND HOTLINE ADVISED THE DEALERSHIP THAT DUPLICATION WILL BE NECESSARY TO BE ABLE TO OBTAIN DATA FOR DIRECTION AND IF NOT ABLE TO DUPLICATE INSTALL A VDR. CSM ADVISED CUSTOMER THAT IF HER CONCERN HAPPENS BEFORE THE DEALERSHIP RECEIVES THEIR NEW VDR'S TO SAFELY PULL TO THE SIDE OF THE ROAD AND CONTACT ROADSIDE ASSISTANCE. CSM ADVISED CUSTOMER THAT DEALERSHIP WILL CONTACT HER WHEN VDR ARRIVES AND THAT CSM IS CLOSING CASE. NO FURTHER ACTION. CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	A/Z
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	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(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

5/31/2012



**BBB AUTO LINE  
Customer Claim Form**

Case number: [REDACTED]  
Contact Date: 05/17/12  
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Paterson	State: NJ	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2010	Current mileage: 0
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , NJ			
Primary Servicing dealer/city/state: QUALITY AUTO MALL, RUTHERFORD NJ			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 7-27-2010		Mileage at purchase/lease: 15	
First repair attempt date: 2-25-10		First repair attempt mileage: 0 15,548	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business: 4	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

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

TO ADDRESS THE MECHANICAL ISSUES OF THE VEHICLE I PURCHASED IN A EFFICIENT AND TIMELY FASHION.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER	3FAHP0JG8AR [REDACTED]		
Lienholder/Leasing Company	Ford Credit	Phone Number	800-737-1000
Account Number	[REDACTED]		



Case Number: [REDACTED]**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b>				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Please See A DIARY For the FORD FUSION 2010				
The vehicle shuts OFF during mid-operation	QUALITY AUTO MART	4 Times	2-25-2012 15548 miles 1 day	yes
			4-4-2012 16344 miles 1 day	yes
			4-6-2012 16344 miles 1 day	yes
			5-14-2012 17222 miles 5 days	yes

Total days out of service for all problems: 8 DaysSignature of Titled Owner(s) [REDACTED]Date 6-1-2011Printed Name of Titled Owner(s) [REDACTED]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE  
3033 Wilson Blvd., Suite 600  
Arlington VA, 22201  
Fax: 703-247-9700  
Page 2

A DIARY OF MY CAR PROBLEMS WITH THE FORD FUSION 2010

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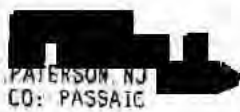
5/17/2012

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## NEW JERSEY SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 07/27/2010

1-800-727-7000	Buyer (and Co-Buyer, if any) Name and Address (Including County and Zip Code)	SELLER/ DITOR (Seller Name and Address)
 <b>FordCredit</b> <a href="http://www.fordcredit.com">www.fordcredit.com</a>	 <b>PATERSON, NJ</b> <b>CO: PASSAIC</b>	<b>QUALITY AUTO MALL</b> <b>55 STATE HWY 17</b> <b>RUTHERFORD, NJ 07070</b>

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	15	2010 FORD	FUSION	3FAHP0JG9AR	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In: Year and Make: \$ N/A Gross Allowance: N/A Amount Owning: N/A

1. Cash Price (including \$ 1952.13 sales tax).....		\$ 29094.63(1)
2. Down Payment		
Third Party Rebate Assigned to Creditor.....	\$ 1500.00	
Cash Down Payment.....	\$ 42A	
Trade-In (description above).....	\$	
Total Down Payment.....	\$ 1500.00(2)	
3. Unpaid Balance of Cash Price (1 minus 2).....	\$ 27594.63(3)	
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) To Public Officials		
(i) for official fees (license, title & registration fees \$ 299.00 and for filing fees \$ N/A);		
(ii) for taxes (not in Cash Price) \$ N/A \$ 299.00		
To Insurance Companies for:		
Credit Life Insurance.....	\$ N/A	
Credit Disability Insurance.....	\$ N/A	
N/A.....	\$ N/A	
To QUALITY AUTO MALL for DOCUMENT FEE.....	\$ 75.00	
To STATE OF NEW JERSEY for NEW JERSEY TIRE FEE.....	\$ 7.50	
To FORD CREDIT for GAP.....	\$ 745.00	
To N/A for N/A.....	\$ N/A	
To N/A for N/A.....	\$ N/A	
To N/A for N/A.....	\$ N/A	
To N/A for N/A.....	\$ N/A	
To N/A for N/A.....	\$ N/A	
Total.....	\$ 1126.50 (4)	
5. Amount Financed (3 plus 4).....	\$ 28221.13 (5)	

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

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

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

Credit Life Insurance.....	\$ N/A
Credit Disability Insurance.....	\$ N/A
Other Insurance.....	\$ N/A
You/We Want Credit Life Insurance.....	
Buyer Signs.....	
Co-Buyer Signs.....	

Credit Life Insurance.....	\$ N/A
Credit Disability Insurance.....	\$ N/A
Other Insurance.....	\$ N/A
You/We Want Credit Disability Insurance.....	
Buyer Signs.....	
Co-Buyer Signs.....	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit is a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
3.90 %	\$ 3585.99	\$ 28221.13	\$ 32307.12	\$ 33807.12

Number of Payments	Amount of Payments	When Payments are Due
72	\$ 449.77	SEPTEMBER 30, 2010
N/A	N/A	N/A
N/A	N/A	N/A

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

Late Payments: 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. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the maximum charge for each late payment is \$10.00.

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.

OTHER OPTIONAL INSURANCE	
Coverage and Insurance Company.....	Premium.....
You/We Want the optional insurance for which premiums are included above.....	
Buyer Signs.....	
Co-Buyer Signs.....	



Paragraph B, you must pay the Creditor \$0. 19.00 per mile for each mile in excess of 10,000 miles shown on the odometer.

**EXTRA MILEAGE OPTION CREDIT**

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, you will receive a credit of \$0.

N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts you owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

ditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer  
Signs

**Anti-Theft Product (Optional)**

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

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

Buyer Signs **X**

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

Buyer  
Signs

Co-Buyer  
Signs

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

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

**NOTICE TO RETAIL BUYER**

Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

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

Signs

Co-Buyer  
Signs

Seller QUALITY AUTO MALL

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

Seller assigns this contract to FORD MOTOR CREDIT COMPANY ("Assignee"). To complete

Assignee about this contract, call 800-727-7000, or visit their website at WWW.FORDCREDIT.COM

Seller QUALITY AUTO MALL

By **X**

Title

[REDACTED]  
Paterson, NJ.

Cell: [REDACTED]  
[REDACTED]

June 5, 2012

VIA FAX 703-247-9700

**BBB AUTO LINE**

**Attn: William Clopton**

Re: [REDACTED] Vs Ford Motor Corp. 3fahp0jg8ar [REDACTED]

**Mr. Clopton:**

**With reference to the above please find the finance agreement with Ford Credit Company. If you require further information feel free to contact me. Thank you.**

Very truly yours,  
[REDACTED]





## BBB AUTO LINE

### MANUFACTURER RESPONSE FORM

Case Number: [REDACTED]  
Customer Name: [REDACTED]  
VIN: 3FAHP0JG8AR [REDACTED]

Start Date: 06/05/12  
State: NJ

Probable Hearing Location: Trenton

This claim is

Has the customer contacted you regarding the claim?

Is the VIN listed above correct?

If you checked NO, please indicate the correct VIN:

Customer Contact Info:

☐ IN Warranty ☐ OUT of Warranty

☒ YES ☐ NO

☐ YES ☐ NO

#### SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO

If you checked YES, please indicate the customer's response below:

☐ The customer accepted the offer on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ The customer rejected the offer on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed?** Please indicate a specific performance date or time frame: \_\_\_\_\_

#### ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

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

I will participate

☐ By phone ☐ In person ☐ In writing

Return this form as soon as possible

To:

BBB AUTO LINE

Fax: 703.247.9700

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

Future contact:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700

MRF



## BBB AUTO LINE

June 5, 2012

BOB GRAY  
FORD MOTOR COMPANY  
1320 S BABCOCK STREET  
MELBOURNE FL 32901

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JG8AR [REDACTED]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form (CCF)*, and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

William Clopton at Extension 502

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

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700

## A DIARY OF MY CAR PROBLEMS WITH THE FORD FUSION 2010

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TEL (201) 935-2400 • FAX (201) 460-2353

www.qualityautomall.com

CELL: [REDACTED]

CUSTOMER NO.	314233	NAME	NICHOLAS FREY	AGE	13	INVOICE DATE	02/25/12
[REDACTED]	[REDACTED]	ADDRESS	[REDACTED]	PHONE	[REDACTED]	STOCK NO.	20350
[REDACTED]	[REDACTED]	VEHICLE	10/FORD/FUSION/40R SDN SEL FWD	YEAR	2010	DELIVERY DATE	07/27/10
[REDACTED]	[REDACTED]	VEHICLE ID NO.	3FAHP01G8AR	DELIVERY MILE	15	SALES DEPT. NO.	801675
[REDACTED]	[REDACTED]	SALES REP.	WILSON	SALES DATE	02/25/12	PRODUCTION DATE	

MO: 15548

<b>LABOR &amp; PARTS</b>			
J# 1 10F0Z06	CHECK ENGINE LIGHT CUSTOMER STATES CHECK ENGINE LIGHT ON ELECTRIC CODE P0456, PERFORMED EVAP TEST FAIL CLEANED CAPLESS VALVE RETESTED - PASSED	TECH(S):5778	WARRANTY
JOB # 1 TOTAL LABOR & PARTS		0.00	
J# 2 19F0ZREPCARD	REPORT CARD INSP. PERFORM MULTI-POINT INSPECTION REPORT CARD PERFORM ADVISOR WALK AROUND INSPECTION COURTESY INSPECTION OF VEHICLE SEE ADVISOR FOR REPORT CARD RESULTS ADVISOR PERFORMED WALKAROUND INSPECTION	TECH(S):5778	INTERNAL
JOB # 2 TOTAL LABOR & PARTS		0.00	
J# 3 19F0ZGBATT	BATTERY CHECK BATTERY INSPECTION INSPECT BATTERY TERMINALS INSPECT BATTERY CONDITION AND COLD CRANKING AMPS INSPECT BATTERY TERMINALS BATTERY CONDITION GOOD	TECH(S):5778	INTERNAL
JOB # 3 TOTAL LABOR & PARTS		0.00	
J# 4 19F0ZGRK	BRAKE INSPECTION VISUAL INSPECTION OF BRAKES VISUAL INSPECTION OF BRAKE LINING BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM BRAKES	TECH(S):5778	INTERNAL
JOB # 4 TOTAL LABOR & PARTS		0.00	
J# 5 19F0ZGTIRE	TIRE INSPECTION TIRES VISUALLY INSPECTED AND O.K. INSPECT TIRES FOR WEAR TIRES CHECKED AND 7/32 OR HIGHER	TECH(S):5778	INTERNAL
JOB # 5 TOTAL LABOR & PARTS		0.00	





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

CELL: [REDACTED]

CUSTOMER NO.	314233	ADVISOR	NICHOLAS FREY	TAG NO.	131	INVOICE DATE	02/25/12	CELL:	[REDACTED]
[REDACTED]	[REDACTED]	LABOR RATE	[REDACTED]	AMILEAGE	15,548	COLOR	BRILL SILV	STOCK NO.	20350
PATERSON, NJ	[REDACTED]	YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE	07/27/10	DELIVERY MILES	11
[REDACTED]	[REDACTED]	VEHICLE ID NO.	3 FAHP0JG8AR [REDACTED]			SELLING DEALER NO.	801675	PRODUCTION DATE	
[REDACTED]	[REDACTED]	F.T.E. NO.		P.C. NO.	WILSON	N.O. DATE	02/25/12		
[REDACTED]	[REDACTED]	FINANCE / TS							MO: 1554

TOTALS

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE





Ford Service



Extended Service Plan

Owner Advantage Rewards Member #: Service Balance:

Vehicle REPORT CARD - Multi-Point Inspection as recommended by Ford Motor Company

Name: E-Mail Address: Today's Date: 6/1/12 RO/Tag:

Make/Model/Year: 10 FUSION Mileage: 15548 VIN #: 3FADP3C980

SCHEDULED MAINTENANCE ITEMS*			
DUE	SERVICED	DUE	SERVICED
<input checked="" type="checkbox"/> THE WORKS FULL TAYLOR PACKAGE		<input checked="" type="checkbox"/> Engine Air Filter	
<input checked="" type="checkbox"/> Oil Change & Filter		<input checked="" type="checkbox"/> Engine Coolant	
<input checked="" type="checkbox"/> Tire Rotation		<input checked="" type="checkbox"/> Transmission Fluid &/or Filter	
<input checked="" type="checkbox"/> Multi-Point Inspection		<input checked="" type="checkbox"/> Cabin Air Filter	
<input checked="" type="checkbox"/> Fuel Filter		<input checked="" type="checkbox"/> Spark Plugs	
K Mile Scheduled Maintenance			

\*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit [www.genuineford.com](http://www.genuineford.com) for vehicle specific maintenance requirements.

FLUID LEVELS			
OK	FILL	OK	FILL
<input checked="" type="checkbox"/> Engine Oil		<input checked="" type="checkbox"/> Power Steering	
<input checked="" type="checkbox"/> Brake Reservoir		<input checked="" type="checkbox"/> Window Washer	
		<input checked="" type="checkbox"/> Transmission (if equipped with dipstick)	
		<input checked="" type="checkbox"/> Coolant/Recovery Reservoir	

BATTERY	
State of Health	Battery Condition
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

WIPER BLADES	
Wipe Test Performed	Wiper Blades
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

EXTERIOR BODY	
Note any existing exterior body damage or defects on diagram	

SYNC VEHICLE HEALTH REPORT (VHR)	
VHR Activation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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 action.

SYSTEMS / COMPONENTS	
BRAKE SYSTEM	
<input checked="" type="checkbox"/>	Brake system (including lines, hoses, and parking brake)

STEERING / SUSPENSION	
<input checked="" type="checkbox"/>	Shocks/struts and other suspension components for leaks and/or damage
<input checked="" type="checkbox"/>	Steering, steering linkages and ball joints

EXHAUST SYSTEM	
<input checked="" type="checkbox"/>	Exhaust system (leaks, damage, loose parts)

TRANSMISSION / DRIVE AXLE	
<input checked="" type="checkbox"/>	Clutch operation (if equipped)
<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped) and lubricate (as needed)

LIGHTS / WINDSHIELD	
<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting

BELTS / HOSES / MOUNTS	
<input checked="" type="checkbox"/>	HVAC system and hoses/lines for leaks and/or damage
<input checked="" type="checkbox"/>	Engine Cooling System, radiator, hoses and clamps
<input checked="" type="checkbox"/>	Accessory drive belt(s)

TIRE / BRAKE WEAR			
TIRE TREAD		BRAKE LINING	
TIRE WEAR INDICATES		TIRE WEAR INDICATES	
<input checked="" type="checkbox"/> Alignment check needed	<input type="checkbox"/> Wheel balance needed	<input type="checkbox"/> Brake measurements not taken this service visit	

LEFT FRONT		RIGHT FRONT	
<input checked="" type="checkbox"/>	Tire Tread Depth 10/32"	<input checked="" type="checkbox"/>	Tire Tread Depth 10/32"
<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage	<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage
<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI	<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI
<input checked="" type="checkbox"/>	Brake Lining 4 mm /32"	<input checked="" type="checkbox"/>	Brake Lining 7 mm /32"
LEFT REAR		RIGHT REAR	
<input checked="" type="checkbox"/>	Tire Tread Depth 10/32"	<input checked="" type="checkbox"/>	Tire Tread Depth 10/32"
<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage	<input checked="" type="checkbox"/>	Tire Wear Pattern/Damage
<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI	<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI
<input checked="" type="checkbox"/>	Brake Lining 4 mm /32"	<input checked="" type="checkbox"/>	Brake Lining 7 mm /32"
SPARE TIRE			
<input checked="" type="checkbox"/>	Tire Pressure - set to factory recommended PSI		

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Advisor: Nick Fogarty

Customer Signature:





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CUSTOMER NO <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	FIN NO <b>997668</b>	INVOICE DATE <b>04/04/12</b>
	LABOR RATE	LICENSE NO	DATE <b>16,344</b>
	YEAR MAKE MODEL <b>10/FORD/FUSION/4DR SON SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	STOCK NO <b>20350</b>
<b>PATERSON, NJ</b>	VEHICLE O.D.N. <b>3 FAHP0JG8AR</b>	SELLING DEALER NO <b>801675</b>	DELIVERY MILES <b>15</b>
	R.P. NO <b>5778</b>	R.O. DATE <b>04/02/12</b>	PRODUCTION DATE
COMMENTS			

MO: 1634

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
J# 1 10FOZ01 DRIVEABILITY CONCERN, CUST STS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME ON ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE BINDING OPEN AT TIMES REPLACE VAPOR VALVE AND RETEST AND ROADTEST	1	90SZ-9C915-H	VALVE A		
JOB # 1 TOTAL PARTS				0.00	
JOB # 1 TOTAL LABOR & PARTS				0.00	
J# 2 19FOZ02 REPORT CARD INSPECTION PERFORM MULTI-POINT INSPECTION REPORT CARD PERFORM ADVISOR WALK AROUND INSPECTION COURTESY INSPECTION OF VEHICLE SEE ADVISOR FOR REPORT CARD RESULTS ADVISOR PERFORMED WALKAROUND INSPECTION					
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				0.00	
J# 3 19FOZ03 BATTERY CHECKED BATTERY CONDITION AND COLD CRANKING AMPS BATTERY INSPECTION INSPECT BATTERY TERMINALS INSPECT BATTERY CONDITION AND COLD CRANKING AMPS INSPECT BATTERY TERMINALS BATTERY CONDITION GOOD					
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	
J# 4 19FOZ04 BRAKE INSPECTION VISUAL INSPECTION OF BRAKES VISUAL INSPECTION OF BRAKE LINING BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM BRAKES					
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	
J# 5 19FOZ05 TIRE INSPECTION TIRES VISUALLY INSPECTED AND O.K. INSPECT TIRES FOR WEAR TIRES CHECKED AND 7/32 OR HIGHER					





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CUSTOMER NO. <b>314233</b>	NAME <b>JAMES CURRY</b>	TAG NO. <b>997668</b>	INVOICE DATE <b>04/04/12</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO. [REDACTED]	MOLEAGE <b>16.344</b>	STOCK NO. <b>20350</b>
PATERSON, NJ	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	VEHICLE ID NO. <b>3FAHP03G8AR</b>	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILES <b>15</b>
[REDACTED]	FILE NO. [REDACTED]	ROD <b>5728</b>	SELLING DEALER NO. <b>675</b>	PRODUCTION DATE [REDACTED]
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	MO: 1634	

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 5 TOTAL PARTS				0.00
JOB # 5 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
TOTAL INVOICE \$				0.00

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CUSTOMER NO <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TRD NO <b>997668</b>	WORK DATE <b>04/06/12</b>	CELL <b>[REDACTED]</b>
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO [REDACTED]	COLOR <b>16.344 BRILL SILV.</b>	STOCK NO <b>20350</b>
[REDACTED]	YEAR MAKE MODEL <b>10/FORD/FUSION/4DR SON SEL FWD</b>	MILEAGE <b>16.344</b>	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILES <b>15</b>
<b>PATERSON, NJ</b>	VEHICLE ID NO. <b>3 F A H P 0 J G 8 A R [REDACTED]</b>	SELLING DEALER NO. <b>801675</b>	PRODUCTION DATE [REDACTED]	
[REDACTED]	IF NO <b>5778</b>	R.O. DATE <b>04/02/12</b>	REPRINT# <b>1</b>	
DESIGNER PHONE [REDACTED]	TECH(S) PHONE [REDACTED]	COMMENTS	MO: 1634	

LABOR & PARTS	DESCRIPTION	UNIT PRICE	WARRANTY
J# 1 10FOZ01	DRIVEABILITY CONCERN CUST STS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME ON ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE BINDING OPEN AT TIMES REPLACE VAPOR VALVE AND RETEST AND ROADTEST AFTER ROAD TEST VEHICLE STARTED TO STALL PERFORM IDS TEST HAD NO CODES PREVIOUSLY NOW HAVE CODE P2111 PERFORM PINPOINT TEST REPLACE THROTTLE BODY ROAD TESTED BY TECHNICIAN AND SERVICE DIRECTOR TOTAL OF 30 MILES VEHICLE RUNG FINE	TECH(S):5778	WARRANTY
PARTS	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	9U5Z-9C915-H VALVE A		
JOB # 1	DS7Z-9E926-A THROTTLE		
JOB # 1 TOTAL PARTS		0.00	
JOB # 1 TOTAL LABOR & PARTS		0.00	
J# 2 19FOZREPCARD	REPORT CARD INSP. PERFORM MULTI-POINT INSPECTION REPORT CARD PERFORM ADVISOR WALK AROUND INSPECTION COURTESY INSPECTION OF VEHICLE SEE ADVISOR FOR REPORT CARD RESULTS ADVISOR PERFORMED WALKAROUND INSPECTION	TECH(S):5778	INTERNAL
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS		0.00	
JOB # 2 TOTAL LABOR & PARTS		0.00	
J# 3 19FOZGBATT	BATTERY CHECK BATTERY INSPECTION INSPECT BATTERY TERMINALS INSPECT BATTERY CONDITION AND COLD CRANKING AMPS INSPECT BATTERY TERMINALS BATTERY CONDITION GOOD	TECH(S):5778	INTERNAL
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 3 TOTAL PARTS		0.00	
JOB # 3 TOTAL LABOR & PARTS		0.00	
J# 4 19FOZGBK	BRAKE INSPECTION VISUAL INSPECTION OF BRAKES VISUAL INSPECTION OF BRAKE LINING BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM BRAKES	TECH(S):5778	INTERNAL
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 4 TOTAL PARTS		0.00	





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CUSTOMER NO. <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TAB NO. <b>997668</b>	INVOICE DATE <b>04/06/12</b>
	LABOR RATE	LICENSE NO.	CELOA
			<b>16.344</b>
	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILES <b>20350</b>
	VEHICLE ID NO. <b>3 FAHP0JG8AR</b>	SECURITY DEALER NO. <b>801675</b>	PRODUCTION NO. <b>15</b>
	FEES <b>5778</b>	DATE <b>04/02/12</b>	REPRINT# <b>1</b>
ADDRESS PHONE	ADDRESS	COMMENTS	

MO: 16344

JOB # 4 TOTAL LABOR & PARTS		0.00
JH 5+19F02GTIRE TIRE INSPECTION		
TIRES VISUALLY INSPECTED AND O.K.		
INSPECT TIRES FOR WEAR		
TIRES CHECKED AND 7/32 OR HIGHER		
TECH(S): 5778		INTERNAL
PARTS	QTY	FP NUMBER
DESCRIPTION		UNIT PRICE
JOB # 5 TOTAL PARTS		0.00
JOB # 5 TOTAL LABOR & PARTS		0.00
SUBLET	PO#	VEND INV#
JOB # 2	03511	04/06/12 FUEL
TOTAL SUBLET		INTERNAL
TOTAL		0.00
*****		
TOTAL LABOR		0.00
TOTAL PARTS		0.00
TOTAL SUBLET		0.00
TOTAL G.O.G.		0.00
TOTAL MISC CHG.		0.00
TOTAL MISC DISC		0.00
TOTAL TAX		0.00
TOTAL INVOICE \$		0.00

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CUSTOMER NO. <b>314233</b>	AN/DOB <b>CARLOS SANTANA</b>	TAG NO. <b>5474</b>	INVOICE DATE <b>05/18/12</b>	INVOICE NO. [REDACTED]
[REDACTED]	LEAD DATE [REDACTED]	RELEASE <b>17,222</b>	COLOR <b>BRILL SILV</b>	STOCK NO. <b>20350</b>
PATERSON, NJ	10/FORD/FUSION/4DR SDN SEL FWD	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILE <b>15</b>	
[REDACTED]	VEHICLE ID NO. <b>3FAHP0JG8AR</b>	SELLING DEALER NO. <b>801675</b>	PRODUCTION DATE	
[REDACTED]	P.T.C. NO.	P.O. NO. <b>5778</b>	P.L. DATE <b>05/14/12</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 17324

LABOR & PARTS		DRIVEABILITY CONCERN		TECH(S):5778		WARRANTY	
J# 1 10FOZ01	CUSTOMER STATES VEHICLE AT TIMES (PRIOR) PERFORM IDS TEST NO CODES ROAD TESTED SEVERAL TIMES FOR SEVERAL MILES BY SERVICE DIRECTOR AND TECHNICIAN COULD NOT VERIFY ANY CONCERNS NO DTC'S EXPLAINED TO CUSTOMER PROBLEM MUST OCCUR TO DIAGNOSE CONCERN. ALSO INFORMED CUSTOMER WHEN VEHICLE DATA RECORDER ARRIVES WILL PUT IN VEHICLE TO RECORD DATA WHEN CONDITION OCCURS						
JOB # 1 TOTAL LABOR & PARTS		0.00					
J# 2 70FOZ	SUBLET		TECH(S):5778		WARRANTY		
LOANER							
JOB # 2 TOTAL LABOR & PARTS		0.00					
SUBLET	PO#	VEND INV#	INV DATE	DESCRIPTION			
JOB # 1	44504		05/18/12	\$30 PER DAY CALL TOM	WARRANTY		
JOB # 2	44601		05/18/12	FUEL	WARRANTY		
TOTAL - SUBLET					0.00		
COMMENTS							
DELETED OPERATION(S):							
23FOZZQ2060 REPLACE ALL TIRES							
TOTALS							
*****				TOTAL LABOR			
* [ ] CASH [ ] CHECK CK NO. [ ]				0.00			
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER				0.00			
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE				0.00			
*****				TOTAL TAX			
*****				0.00			
TOTAL INVOICE \$					0.00		

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CELL: [REDACTED]

CUSTOMER NO	314233	ADVISOR	NICHOLAS FREY	131	TAG NO.		INVOICE DATE	02/25/12	[REDACTED]	
[REDACTED]	[REDACTED]	ADVISOR	[REDACTED]	[REDACTED]	MILEAGE	15,548	COLOR	BRILL SILV	STOCK NO	20350
PATERSON, NJ	[REDACTED]	10/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE	07/27/10	DELIVERY MILES	15		
[REDACTED]	[REDACTED]	VEHICLE ID. NO.	3FAHP0JG8AR	[REDACTED]	SELLING DEALER	801675	PRODUCTION DATE			
[REDACTED]	[REDACTED]	P.O. NO.	WILSON		R.O. DATE	02/25/12				
BUSINESS PHONE		COMMENTS								

MO: 1554

LABOR & PARTS		WARRANTY	
J# 1 10F0Z06	CHECK ENGINE LIGHT CUSTOMER STATES CHECK ENGINE LIGHT ON ELEC DIAG CODE P0456, PERFORMED EVAP TEST FAIL CLEANED CAPLESS VALVE RETESTED - PASSED	TECH(S):5778	
JOB # 1 TOTAL LABOR & PARTS		0.00	
J# 2 19F0ZREPCARD	REPORT CARD INSP. PERFORM MULTI-POINT INSPECTION REPORT CARD PERFORM ADVISOR WALK AROUND INSPECTION COURTESY INSPECTION OF VEHICLE SEE ADVISOR FOR REPORT CARD RESULTS ADVISOR PERFORMED WALKAROUND INSPECTION	TECH(S):5778	INTERNAL
JOB # 2 TOTAL LABOR & PARTS		0.00	
J# 3 19F0ZGBATT	BATTERY CHECK BATTERY INSPECTION INSPECT BATTERY TERMINALS INSPECT BATTERY CONDITION AND COLD CRANKING AMPS INSPECT BATTERY TERMINALS BATTERY CONDITION GOOD	TECH(S):5778	INTERNAL
JOB # 3 TOTAL LABOR & PARTS		0.00	
J# 4 19F0ZGBK	BRAKE INSPECTION VISUAL INSPECTION OF BRAKES VISUAL INSPECTION OF BRAKE LINING BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM BRAKES	TECH(S):5778	INTERNAL
JOB # 4 TOTAL LABOR & PARTS		0.00	
J# 5 19F0ZGTIRE	TIRE INSPECTION TIRES VISUALLY INSPECTED AND O.K. INSPECT TIRES FOR WEAR TIRES CHECKED AND 7/32 OR HIGHER	TECH(S):5778	INTERNAL
JOB # 5 TOTAL LABOR & PARTS		0.00	





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CUSTOMER NO. 314233	ADVISOR NICHOLAS FREY 13	TAG NO.	INVOICE DATE 02/25/12	CELL: [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO. [REDACTED]	MILEAGE 15,548	CITY OR BRILL SILV
PATERSON, NJ	YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN SEL FWD	VEHICLE I.D. NO. 3FAHP0JG8AR	DELIVERY DATE 07/27/10	STOCK NO. 20350
[REDACTED]	S.T.S. NO.	P.O. NO. WILSON	SELLING DEALER NO. 801675	DELIVERY MILES 1
[REDACTED]	COMMENTS	P.O. DATE 02/25/12	PRODUCTION DATE	

MO: 1554

TOTALS

\*\*\*\*\*  
\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

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

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Ford Service



Extended Service Plan

☐ \$  
☐ NoOwner  
Advantage  
Rewards

Member #: \_\_\_\_\_

Service Balance: \_\_\_\_\_

Vehicle REPORT CARD - Multi-Point Inspection as recommended by Ford Motor Company

State  
Inspec. Month: \_\_\_\_\_

Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Today's Date: 9/25

RO/Tag: \_\_\_\_\_

Make/Model/Year: 10 FocusMileage: 18548VIN #: QR

Plate #: \_\_\_\_\_

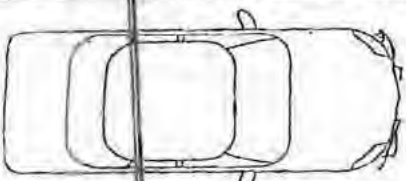
SCHEDULED MAINTENANCE ITEMS*			
DUE	SERVICED	DUE	SERVICED
<input type="checkbox"/> THE WORKS FUEL TOWER TACKLER	<input type="checkbox"/>	<input checked="" type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Oil Change & Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>
<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid &/or Filter	<input type="checkbox"/>
<input type="checkbox"/> Multi-Point Inspection	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input checked="" type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> K Mile Scheduled Maintenance			

\*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit [www.genuineservice.com](http://www.genuineservice.com) for vehicle specific maintenance requirements.

FLUID LEVELS			
OK	FILL	OK	FILL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Engine Oil	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Transmission (if equipped with dipstick)	<input type="checkbox"/>
<input type="checkbox"/> Brake Reservoir	<input type="checkbox"/> Window Washer	<input type="checkbox"/> Coolant Recovery Reservoir	<input type="checkbox"/>

BATTERY	
State of Health	Battery Condition
<input type="checkbox"/>	<input type="checkbox"/>

WIPER BLADES	
Wipe Test Performed	Wiper Blades
<input type="checkbox"/>	<input type="checkbox"/>

EXTERIOR BODY	
	
Note any existing exterior body damage or defects on diagram	

SYNC VEHICLE HEALTH REPORT (VHR)	
VHR Activation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

VHR	
<input checked="" type="checkbox"/> May contribute to vehicle efficiency and promote a greener environment	
<input checked="" type="checkbox"/> Checked and OK at this time	<input type="checkbox"/> May require future attention
<input checked="" type="checkbox"/> Requires immediate attention	

SYSTEMS / COMPONENTS	
BRAKE SYSTEM	

<input checked="" type="checkbox"/>	Brake system (including lines, hoses, and parking brake)	<input checked="" type="checkbox"/>
-------------------------------------	--	-------------------------------------

<input checked="" type="checkbox"/>	Shocks/struts and other suspension components for leaks and/or damage	<input type="checkbox"/>
-------------------------------------	---	--------------------------

<input checked="" type="checkbox"/>	Steering, steering linkages and ball joints	<input type="checkbox"/>
-------------------------------------	---	--------------------------

<input checked="" type="checkbox"/>	Exhaust system (leaks, damage, loose joints)	<input checked="" type="checkbox"/>
-------------------------------------	--	-------------------------------------

<input checked="" type="checkbox"/>	Transmission / Drive Axle	<input type="checkbox"/>
-------------------------------------	---------------------------	--------------------------

<input checked="" type="checkbox"/>	Clutch operation (if equipped)	<input type="checkbox"/>
-------------------------------------	--------------------------------	--------------------------

<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped) and lubricate (as needed)	<input type="checkbox"/>
-------------------------------------	---	--------------------------

<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	<input type="checkbox"/>
-------------------------------------	--	--------------------------

<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting	<input type="checkbox"/>
-------------------------------------	--	--------------------------

<input checked="" type="checkbox"/>	BELTS / HOSES / MOUNTS	<input type="checkbox"/>
-------------------------------------	------------------------	--------------------------

<input checked="" type="checkbox"/>	HVAC system and hoses/lines for leaks and/or damage	<input type="checkbox"/>
-------------------------------------	---	--------------------------

<input checked="" type="checkbox"/>	Engine Cooling System, radiator, hoses and clamps	<input type="checkbox"/>
-------------------------------------	---	--------------------------

<input checked="" type="checkbox"/>	Accessory drive belt(s)	<input type="checkbox"/>
-------------------------------------	-------------------------	--------------------------

TIRE / BRAKE WEAR	
7/32" and greater	

<input checked="" type="checkbox"/>	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	<input type="checkbox"/>
-------------------------------------	--	--------------------------

<input checked="" type="checkbox"/>	3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"	<input type="checkbox"/>
-------------------------------------	---	--------------------------

<input checked="" type="checkbox"/>	Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)	<input type="checkbox"/>
-------------------------------------	--	--------------------------

<input checked="" type="checkbox"/>	Alignment check needed	<input type="checkbox"/>
-------------------------------------	------------------------	--------------------------

<input checked="" type="checkbox"/>	Wheel balance needed	<input type="checkbox"/>
-------------------------------------	----------------------	--------------------------

<input checked="" type="checkbox"/>	Brake measurements not taken (this service visit)	<input type="checkbox"/>
-------------------------------------	---	--------------------------

Comments: \_\_\_\_\_

Advisor: Nick F.

Customer Signature: \_\_\_\_\_

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CUSTOMER NO <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TAG NO <b>997668</b>	INVOICE DATE <b>04/04/12</b>	INVOICE NO <b>CELL - [REDACTED]</b>
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO [REDACTED]	MILEAGE <b>16,344</b>	COLOR <b>BRILL SILV</b>
PATERSON, NJ	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	STOCK NO <b>20350</b>	DELIVERY MILES <b>1</b>
[REDACTED]	VEHICLE ID NO <b>3FAHP0JGAR</b>	SELLING DEALER NO <b>801675</b>	PRODUCTION DATE [REDACTED]	
[REDACTED]	FILE NO [REDACTED]	P.C. NO <b>5778</b>	R.O. DATE <b>04/02/12</b>	
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS [REDACTED]		

MO: 1634

**LABOR & PARTS**

J# 1 10F0Z01 DRIVEABILITY CONCERN (TECH(S): 5778) WARRANTY  
CUST STS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME  
ON  
ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT  
TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE  
BINDING OPEN AT TIMES  
REPLACE VAPOR VALVE AND RETEST AND ROADTEST

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	9052-9C915-H	VALVE A		
JOB # 1 TOTAL PARTS				0.00	
JOB # 1 TOTAL LABOR & PARTS				0.00	

J# 2 19F0Z02 REPORT CARD INSPECTION (TECH(S): 5778) INTERNAL  
PERFORM MULTI-POINT INSPECTION REPORT CARD  
PERFORM ADVISOR WALK AROUND INSPECTION  
COURTESY INSPECTION OF VEHICLE  
SEE ADVISOR FOR REPORT CARD RESULTS  
ADVISOR PERFORMED WALKAROUND INSPECTION

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

J# 3 19F0Z03 BATTERY INSPECTION (TECH(S): 5778) INTERNAL  
BATTERY INSPECTION  
INSPECT BATTERY TERMINALS  
INSPECT BATTERY CONDITION AND COLD CRANKING AMPS  
INSPECT BATTERY TERMINALS  
BATTERY CONDITION GOOD

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	

J# 4 19F0Z04 BRAKE INSPECTION (TECH(S): 5778) INTERNAL  
VISUAL INSPECTION OF BRAKES  
VISUAL INSPECTION OF BRAKE LINING  
BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM  
BRAKES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	

J# 5 19F0Z05 TIRE INSPECTION (TECH(S): 5778) INTERNAL  
TIRES VISUALLY INSPECTED AND O.K.  
INSPECT TIRES FOR WEAR  
TIRES CHECKED AND 7/32 OR HIGHER





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CUSTOMER NO. <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TAG NO. <b>997668</b>	INVOICE DATE <b>04/04/12</b>	CELL [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO. [REDACTED]	MILEAGE <b>16,344</b>	COLOR <b>BRILL SILV</b>
PATERSON, NJ	YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	STOCK NO. <b>20350</b>	DELIVERY MILES <b>15</b>
[REDACTED]	VEHICLE ID NO. <b>3FAHP0JG8AR</b>	SELLING DEALER MO. <b>801675</b>	PRODUCTION DATE <b>04/02/12</b>	
[REDACTED]	P.T.E. NO. <b>5778</b>	P.O. NO. <b>04/02/12</b>		
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS		

MO: 1634

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 5 TOTAL PARTS				0.00
JOB # 5 TOTAL LABOR & PARTS				0.00
TOTALS				
*****				
* [ ] CASH [ ] CHECK CK NO. [ ] *				
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *				
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *				
*****				
TOTAL LABOR....				0.00
TOTAL PARTS....				0.00
TOTAL SUBLET....				0.00
TOTAL G.O.G....				0.00
TOTAL MISC CHG.				0.00
TOTAL MISC DISC				0.00
TOTAL TAX.....				0.00
TOTAL INVOICE \$				0.00

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CUSTOMER NO <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TAG NO. <b>997668</b>	INVOICE DATE <b>04/06/12</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	LICENSE NO [REDACTED]	COLOR <b>BRILL SILV</b>	STOCK NO. <b>20350</b>
[REDACTED]	YEAR (MAKE / MODEL) <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	DELIVERY MILES <b>15</b>	
PATERSON, NJ [REDACTED]	VEHICLE I.D. NO. <b>3FAHP0JG8AR [REDACTED]</b>	SELLING DEALER NO. <b>801675</b>	PRODUCTION DATE	
[REDACTED]	F.T.E. NO. <b>5778</b>	R.O. DATE <b>04/02/12</b>	REPRINT# <b>1</b>	
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS		

MO: 1634

LABOR & PARTS				WARRANTY
J#	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
J# 1 10F0201			DRIVEABILITY CONCERN CUST STS ENGINE CUT OFF WHILE DRIVING AND WRENCH LIGHT CAME ON ROADTEST AND TEST SYSTEM NO CODES STORED PERFORM PINPOINT TESTS AND EVAP EMISSIONS TESTS TO VAPOR VALVE FAILURE BINDING OPEN AT TIMES REPLACE VAPOR VALVE AND RETEST AND ROADTEST AFTER ROAD TEST VEHICLE STARTED TO STALL PERFORM IDS TEST HAD NO CODES PREVIOUSLY NOW HAVE CODE P2111 PERFORM PINPOINT TEST REPLACE THROTTLE BODY ROAD TESTED BY TECHNICIAN AND SERVICE DIRECTOR TOTAL OF 30 MILES VEHICLE RUNS FINE	TECH(S): 5778 WARRANTY
JOB # 1	1	9U5Z-9C915-H	VALVE A	WARRANTY
JOB # 1	1	0S7Z-9E926-A	THROTTL	WARRANTY
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00
J# 2 19F0ZREPCARD			REPORT CARD INSP. PERFORM MULTI-POINT INSPECTION REPORT CARD PERFORM ADVISOR WALK AROUND INSPECTION COURTESY INSPECTION OF VEHICLE SEE ADVISOR FOR REPORT CARD RESULTS ADVISOR PERFORMED WALKAROUND INSPECTION	TECH(S): 5778 INTERNAL
PARTS				
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00
J# 3 19F0ZGBATT			BATTERY-CHECK BATTERY INSPECTION INSPECT BATTERY TERMINALS INSPECT BATTERY CONDITION AND COLD CRANKING AMPS INSPECT BATTERY TERMINALS BATTERY CONDITION GOOD	TECH(S): 5778 INTERNAL
PARTS				
JOB # 3 TOTAL PARTS				0.00
JOB # 3 TOTAL LABOR & PARTS				0.00
J# 4 19F0ZGBK			BRAKE INSPECTION VISUAL INSPECTION OF BRAKES VISUAL INSPECTION OF BRAKE LINING BRAKES VISUALLY CHECK O.K. ABOVE 6MM DISC ABOVE 3MM DRUM BRAKES	TECH(S): 5778 INTERNAL
PARTS				
JOB # 4 TOTAL PARTS				0.00





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CUSTOMER NO. <b>314233</b>	ADVISOR <b>JAMES CURRY</b>	TAG NO. <b>997668</b>	INVOICE DATE <b>04/06/12</b>
[REDACTED]	FACTOR RATE [REDACTED]	FAIR USE <b>16,344</b>	COLOR <b>BRILL SILV</b>
PATERSON, NJ	VEHICLE YEAR / MAKE / MODEL <b>10/FORD/FUSION/4DR SDN SEL FWD</b>	DELIVERY DATE <b>07/27/10</b>	STOCK NO. <b>20350</b>
[REDACTED]	VEHICLE I.D. NO. <b>3FAHP0JG8AR</b>	SELLING DEALER NO. <b>801675</b>	DELIVERY MILES <b>15</b>
[REDACTED]	F.P.C. NO. <b>5778</b>	REPRINT# <b>1</b>	MO: <b>16344</b>
[REDACTED]	COMMENTS		

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5+19F0ZGTIRE TIRE INSPECTION  
TIRES VISUALLY INSPECTED AND O.K.  
INSPECT TIRES FOR WEAR  
TIRES CHECKED AND 7/32 OR HIGHER

TECH(S): 5778

INTERNAL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 5 TOTAL PARTS				0.00
JOB # 5 TOTAL LABOR & PARTS				0.00

SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	INTERNAL
JOB # 2	43511		04/06/12	FUEL	
TOTAL - SUBLET					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
TOTAL INVOICE \$	0.00

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CUSTOMER NO.	314233	ADVISOR	CARLOS SANTANA	TAG NO.	5474	INVOICE DATE	05/18/12	CELL: [REDACTED]	
[REDACTED]	[REDACTED]	LABOR RATE	[REDACTED]	LICENSE NO.	[REDACTED]	TAX RATE	17,222	[REDACTED]	
PATERSON, NJ	[REDACTED]	YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN SEL FWD			COLOR	BRILL SILV	STOCK NO.	20350
[REDACTED]	[REDACTED]	VEHICLE ID NO.	3FAHP0JG8AR [REDACTED]			DELIVERY DATE	07/27/10	DELIVERY MILES	15
[REDACTED]	[REDACTED]	F.T.E. NO.	[REDACTED]	P.D. NO.	5778	SELLING DEALER NO.	801675	PRODUCTION DATE	[REDACTED]
[REDACTED]		COMMENTS		MO: 1732					

LABOR & PARTS		DRIVEABILITY CONCERN		TECH(S):5778		WARRANTY	
J# 1 10FOZ01	CUSTOMER STATES VEHICLE AT TIMES (PRIOR) PERFORM IDS TEST NO CODES ROAD TESTED SEVERAL TIMES FOR SEVERAL MILES BY SERVICE DIRECTOR AND TECHNICIAN COULD NOT VERIFY ANY CONCERNS NO DTC'S EXPLAINED TO CUSTOMER PROBLEM MUST OCCUR TO DIAGNOSE CONCERN. ALSO INFORMED CUSTOMER WHEN VEHICLE DATA RECORDER ARRIVES WILL PUT IN VEHICLE TO RECORD DATA WHEN CONDITION OCCURS						
J# 2 70FOZ		SUBLET		TECH(S):5778		WARRANTY	
LOANER				JOB # 2 TOTAL LABOR & PARTS		0.00	
SUBLET		PO#		VEND INV#		INV. DATE	
JOB # 1	44544	05/18/12		\$30 PER DAY CALL TOM		WARRANTY	
JOB # 2	44641	05/18/12		FUEL		WARRANTY	
TOTAL - SUBLET						0.00	
COMMENTS							
DELETED OPERATION(S)							
23FOZZQ2060 REPLACE ALL TIRES							
TOTALS							
*****							
* [ ] CASH [ ] CHECK CK NO. [ ] *							
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *							
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *							
*****							
TOTAL LABOR....				0.00			
TOTAL PARTS....				0.00			
TOTAL SUBLET....				0.00			
TOTAL G.O.G....				0.00			
TOTAL MISC CHG.				0.00			
TOTAL MISC DISC				0.00			
TOTAL TAX.....				0.00			
TOTAL INVOICE \$				0.00			

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE



20380

ODOMETER DISCLOSURE STATEMENT

QUALITY AUTO HALL

I, the undersigned, hereby certify that the odometer reading of the vehicle described herein is correct to the best of my knowledge and belief, and that the odometer reading is not a "rollback" or "tampered" reading. I further certify that the odometer reading is not a "rollback" or "tampered" reading.

FOR RUGLON APR 30

2010

QUALITY AUTO HALL

58 STATE HWY 17

RUTHERFORD

NO

07600

MAY 27th 2010

Signature

GINA ORTIZ

434 EAST 89TH ST

PATERBORO

NO

07600



# **BBB AUTO LINE** **Customer Claim Form**

Case number: [REDACTED]  
Contact Date: 05/17/12  
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

JUN 04 2012

## **SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Paterson	State: NJ	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

## **SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2010	Current mileage: 17222
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , NJ Same			
Primary Servicing dealer/city/state: QUALITY AUTO MALL, RUTHERFORD NJ			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 7-27-2010		Mileage at purchase/lease: 15	
First repair attempt date: 2-25-10		First repair attempt mileage: 0 15,548	
How often is the vehicle used for business purposes (percentage): NONE 0 %		Number of vehicles owned or leased by the business: 4	
		Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

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

TO ADDRESS the mechanical issues of the vehicle I purchased in A efficient and timely fashion

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER 3FAHPOIG8AR [REDACTED]	
Lienholder/Leasing Company Ford Credit	Phone Number 800-737-7000
Account Number [REDACTED]	



Case Number: [REDACTED]

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Please See A DIARY For the Ford Fusion 2010				
The vehicle shuts off during mid-operation	Quality Auto Mall	4 Times	2-25-2012 15,548 miles 1 day	yes
			4-4-2012 16,344 miles 1 day	yes
			4-6-2012 16,344 miles 2 days	yes
			5-14-2012 17,222 miles 5 days	yes

Total days out of service for all problems:

8 Days

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

Date 6-1-2011

Printed Name of Titled Owner(s) \_\_\_\_\_

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE  
3033 Wilson Blvd., Suite 600  
Arlington VA, 22201  
Fax: 703-247-9700  
Page 2

**BBB AUTO LINE**  
**Customer Claim Form**

Case number: [REDACTED]  
Contact Date: 05/17/12  
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Paterson	State: NJ	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2010	Current mileage: 0
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , NJ			
Primary Servicing dealer/city/state: QUALITY AUTO MALL, RUTHERFORD NJ			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date:		Mileage at purchase/lease:	
First repair attempt date:		First repair attempt mileage: 0	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

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

--

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER _____	
Lienholder/Leasing Company _____	Phone Number _____
Account Number _____	



**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**Case Number: [REDACTED]

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b>				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

**Total days out of service for all problems:** \_\_\_\_\_

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

Printed Name of Titled Owner(s) \_\_\_\_\_

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

**Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:**

**BBB AUTO LINE**  
3033 Wilson Blvd., Suite 600  
Arlington VA, 22201  
Fax: 703-247-9700

Page 2



## BBB AUTO LINE PROGRAM SUMMARY

### *Ford Motor Company – New Jersey*

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

### AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

### ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

### ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;



- ♦ Currently registered in New Jersey; and
- ♦ Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- ♦ F-450, F-550, and F-650 pick-up trucks.
- ♦ Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

## **BBB AUTO LINE REMEDIES**

The arbitrator may award the following remedies:

- ♦ Repairs.
- ♦ A Ford Extended Service Plan for the customer's current vehicle.
- ♦ Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- ♦ Repurchase of the vehicle.
- ♦ Replacement of the vehicle **only** if it was purchased or leased *new*.

## **REPAIRS/REIMBURSEMENT FOR REPAIRS**

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

## **REPURCHASE/REPLACEMENT**

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- ♦ The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- ♦ Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- ♦ The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- ♦ **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

Ford will also refund sales tax, original license fees, original registration fees, and reasonable towing and rental costs directly incurred because of the claimed defect.

- ♦ **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease).

If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

**Important:** Replacement is not an available remedy if the current vehicle was purchased used.



## Deductions/Exclusions from a Repurchase or Replacement Award

- ♦ If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

- ♦ If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- ♦ The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- ♦ The award will not include any trade-in over-allowance or debt from a previous transaction.
- ♦ The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

## CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

## CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- ♦ Claims involving a vehicle no longer owned or leased by the customer.
- ♦ Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  - (1) maintenance and wear items not covered by the Warranty;
  - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- ♦ Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- ♦ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ♦ Claims covered by insurance or by warranties of other manufacturers.
- ♦ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- ♦ Allegations of fraud.
- ♦ Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- ♦ Claims that are the subject of a law suit or state administrative action against Ford.
- ♦ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.





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**POST OFFICE BOX 30848**  
**CHARLOTTE, NORTH CAROLINA 28230-0848**  
**(704) 372-1360**  
**FAX: (704) 372-7402**  
**PLEASE SEND ALL MAIL TO THE CHARLOTTE P.O. BOX**

COPY

H. EDWARD KNOX\*  
ALLEY C. BROTHERTON\*  
FRANCES S. KNOX  
LISA G. GODFREY

PETER E. MCARDLE  
J. BRADFORD CHAMPION  
MICHAEL G. KNOX

FLORIDA BOARD OF TRIAL ADVOCACY  
MEMBER OF THE TRIAL ADVOCACY

www.knoxlawcenter.com  
Author's e-mail: frances.knox@knoxcenter.com

July 15, 2011

Alma Taylor, Claims Analyst  
Legal Analyst – OGC Product Claims  
Ford Motor Company  
Product Claims Department  
P.O. Box 70  
Dearborn, MI 48121-0070

Re: [REDACTED]  
2010 Ford Fusion  
VIN: 3FAHP0HA8AR [REDACTED]

Dear Ms. Taylor:

We are in receipt of your June 10, 2011 letter.

We ask that an expert from Ford Motor Company come conduct an inspection of [REDACTED] Ford Fusion. This inspection will determine if the vehicle is beyond safe operation. At the time of the inspection, we want to have our own expert, Donald Roberts, MS, PE, to be present.

The vehicle has remained parked in [REDACTED] garage since the date of the accident. Our client feels that her vehicle is unsafe. She never knows when the vehicle will go out of control as it has now done three times in the past.

Please let me know when a Ford Motor expert can meet our expert to get an inspection on this vehicle. I would like to try this method before we file suit.

Very truly yours,

  
Frances S. Knox

FSK/jwb

cc: Mr. Jeff Shoe, Mooresville Ford, Inc.  
Ms. Jessica Heironimus, NC Consumer Protection Division  
Ms. Florence Pettus

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CORNELIUS OFFICE • PHONE: 704-896-0199  
DENVER OFFICE • 7476 WATERSIDE LOOP RD, STE 400 • DENVER, NC 28037 • PHONE: 704-827-6667 • FAX: 704-827-6314



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\*NATIONAL BOARD OF TRIAL ADVOCACY  
VIRTUOUS TRIAL NECTAR

www.knoxknox.com  
Author's e-mail: jknox@knoxknox.com

October 6, 2011

[REDACTED]  
Charlotte, NC [REDACTED]

Dear [REDACTED]:

I spent a lot of time talking with Don Roberts, the engineer for us with Delta V. I don't know how much he told you when he was out there, but this is what he thinks.

He downloaded the airbag control module, hoping it would give us more data. He hoped the report crash data could be retrieved, but there were no events recovered at all. Usually, you can get some kind of event, even if there is not a substantial crash, without the airbag deploy. When the airbag deploys, it wakes up the sensory equipment and records information, but nothing recorded at all. He doesn't know why it did not, unless it was not sufficient an impact to record an event. This would have been most helpful in giving us useful information to use against Ford Motors. We do not have such information. He did not feel he could go forward doing a lot more testing without the Ford engineers being there.

He did tell me there is a defect in this investigation going on with your model of vehicle concerning the gas pedal. The investigation concerns carpet covering the gas pedal, but this does not appear to be the case on your car. He did check the basic operation of the accelerator pedal. There was nothing binding. He could not find anything there. He tested the brake system and found nothing. He cranked the engine, but of course did not drive it. He did not get the engine to reproduce any sudden acceleration. He does not say it couldn't have happened exactly as Florence said it does and she is very believable. She has statement from other passengers to verify what happened. He further stated you had told him there were four occasions that this had happened to you. That you had taken all the precautions and taken the vehicle to the dealer. It also appeared to him that the Ford Motor dealer in Mooresville had taken efforts and really tried to help you, even when the Ford engineers inspected the car there, that according to them, they are not able to reproduce what is happening. It appears to him to be an intermittent issue with the engine and probably within the power train control system.

He does say the unintended acceleration issues in general, the brake system, should have been able to overcome it or the brake overpower the engine itself. With that being said, if you had pumped the

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October 6, 2011

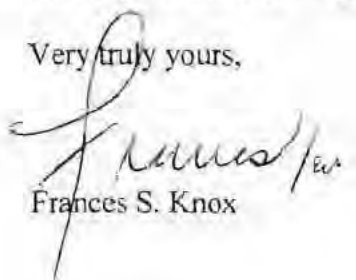
Page 2

brakes, it would have made this compensation not happen. Or if you had the high engine throttle acceleration and hit the brakes, you could have lost your brakes temporarily.

He thinks the next step is to allow the Ford people to look at the vehicle and inspect it. They can do that and look at the diagnostics along with Delta V at the same time. He does not have all the Ford downloads (naturally) and feels it is going to be a very difficult case to prove. Gut level view is that you would encounter so much money taking on Ford Motor that it would not be worth your while. This is by no means, according to him, a slam dunk case. That it is a totally uphill struggle against Ford Motor. It is the duty of the Plaintiff to prove "unintended acceleration issues." He does acknowledge there are a lot of complaints with Ford, but those complaints seem to be centered more with the sudden acceleration and the carpet issue, again which he does not feel is your case. He did say even after all the years and all the money and attorneys involved in the Toyota case, no one has really been able to prove anything of actual consequences with the Toyotas, except for the carpet issue.

All of that being said, I do not know what to tell you to do. Ford will not respond. I will give Ford Motors one more chance to come out and look at the vehicle. After that, we can talk but I think you may want to go under your collision, sell this car, and move on. Please call me after reviewing this.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Frances S. Knox".

Frances S. Knox

FSK/jwb



To whom This May Concern:

I, [REDACTED], the rear seat passenger in [REDACTED] 2010 Ford Fusion when we wrecked on April 1, 2011. When she was approaching the first stop sign on Cordelia Dr at Starmont Ave, the car vibrated became very loud and would not stop as she states in her letter to you, this is exactly what happened. I have known her for many years as a neighbor and a true friend. I can't believe we got out of this car alive. She did so damn good driving. I am happy we didn't get out of our neighborhood as we would have been going Interstate I-85 7 miles from home.

Sincerely,

[REDACTED]

*Sincerely,*

[REDACTED]

To Whom It May Concern:

I, [REDACTED] neighbor of [REDACTED], my wonderful neighbor of 46 years. I was involved as a front seat passenger on April 1, 2011 when her 2010 Ford Fusion went out of control and wrecked us, as she has stated in her letter to you from beginning to end as to what this Ford did is exactly what happened.

I feel very fortunate to be alive. She is certainly a skilled driver. When the car became very loud, She put the car in neutral and kept her foot on the brake and it kept going and it would not cut off.

I will add this note, I was a front seat passenger on July 18<sup>th</sup> we were on 3 main streets when this car ran through two 4-way stop signs. She got the car cut off and rekranked the Ford Fusion and went on our way. The next two blocks the car ran fine until we pulled into the parking lot of an office building. The car vibrated, the engine became very loud and we almost wrecked two cars and almost took down a fence. I swear this to be a true report.

[REDACTED]



November 18, 2011

Attn: Ms. Alma Taylor, Claims Analyst  
Legal Analyst OGC Product Claims  
Ford Motor Company  
Product Claims Department  
PO Box 70  
Dearborne, MI 48121-0070

RE: 2010 Ford Fusion

Vin#: 3FAHPOHA8A [REDACTED]

Dear Ms. Taylor:

Thank you for your letter to me dated November 3, 2011. I have enclosed the copies of the Crash Data Retrieval Report, Raw CD Photographs from my Ford Fusion Collision on April 1, 2011 which were ordered by my then attorney, Mrs. Frances Knox. The Delta V Forensic Engineer is Mr. Donald J Roberts, M.S.M.E., PE. Also enclosed are letters from Mrs. Frances Knox advising me what actions I should pursue.

I thought I would give myself one more try in trying to resolve this issue. I called claims to see if there is any hope left.

Ms. Taylor, the first estimate from Allstate was \$4006.00, then Mooresville Ford Body Shop found additional damage to the Fusion and so now the total damage estimate is \$5306.00.

Ms. Taylor, I paid out of pocket for the 1<sup>st</sup> wreck in the amount of \$1268.00, and since this is the 4<sup>th</sup> incident, I am now out of funds and having to let insurance handle and pay for 3 points on my insurance for the next 3 years. I am afraid to put my body back into this vehicle. I honestly and truly feel that I or someone else could be killed trying to drive this vehicle or from this vehicle acting like it has before without warning.

I have not driven since April 1<sup>st</sup>, 2011. My conscience will not let me sell this car to anyone else and so I don't know what I am going to do with it when I get it back. I take crying spells day and night and many nights stay awake till 6 or 7 AM because of this horrifying experience with this vehicle. My counselor, Dr David Oats, my family, friends, and neighbors and even the body shop manager at Mooresville Ford have all very seriously advised me not to get back into this vehicle. The Fusion had to be towed to body shop it was not drivable and I would not have driven it even if it could have been driven nor let anyone else drive it and risk their life.

Sincerely, all I am asking for is a new vehicle. I am paying all of my medical expenses, I paid attorney fees and Delta V Engineering. I am getting 3 points against my insurance for three years. I have also paid Ford Motor Credit \$356.00 a month on time every month. My Fusion only has 3,283 miles on it. Please, Please honor my request. Attorney, Mrs. Frances Knox is no longer my attorney concerning this matter

[REDACTED]  
Charlotte, NC [REDACTED]

gax

The Lake's Original Ford Dealer

# Mooreville

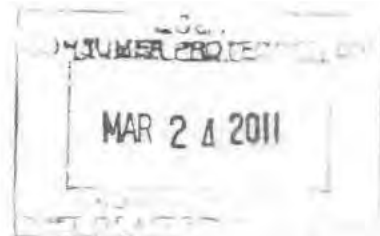


State of North Carolina  
Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

03/22/11

RE: File No. 1103520

Charlotte, NC



Dear Sir,

This letter is in reference to concern with her 2010 Fusion, vin# 3FAHPOHA8AR

Mooreville Ford tried on at least five different occasions to duplicate concern with her 2010 Fusion. Her concern is the vehicle accelerates by itself at times. We have conducted a series of tests for example, performed EEC test and all codes passed. Contacted Ford's hotline, for technical service with Ford saying there are no concerns reported similar to fusion. The vehicle has been driven by one of our Master Certified technicians, service manager, myself and Ford's Field Service Engineer and all were unable to duplicated the concern. Ford's Field Service Engineer test drove the vehicle for fifteen miles with no concerns (both highway and in town). During the test drive he made several IDS recordings of the APP, TP, BOO, RPM and several other PIDS. All were responding properly with no faults detected. He also used the IDS and ran KOEO and KOER self tests - both passed with no codes present in the PCM. He also self tested all other modules on the vehicle. No codes are present in any modules. He recommended no repairs until a concern can be verified. The last several sentences came straight out of Ford's FSE report. We do not in any way dispute any statement has made about her car. We sympathize with her and she is a wonderful person.

Mooreville Ford and Ford Motor Company stand ready to assist in any way if the concerns on her 2010 Ford Fusion can be verified.

Sincerely,  
Mooreville Ford, Inc.

Jeff Shoe  
General Manager



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**CHARLOTTE, NORTH CAROLINA 28230-0848**  
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\*NATIONAL BOARD OF TRIAL ADVOCACY  
CERTIFIED CIVIL TRIAL SPECIALIST

www.knoxlawcenter.com  
Author's e-mail: fknox@knoxlawcenter.com

August 22, 2011

Ms. Alma Taylor  
Ford Motor Company  
Product Claims Department  
P.O. Box 70  
Dearborn, MI 48121-0070

AUG 31 2011 SC

Re: [REDACTED]  
2010 Fusion  
VIN: 3FAHP0HA8AR [REDACTED]

Dear Ms. Taylor:

I have received your letter in reference to [REDACTED] a copy of which is enclosed. I have also responded to Jessica Heironimus, State of North Carolina Department of Justice, Consumer Protection Division. I am enclosing the following:

1. The accident report
2. Copy of her title and registration
3. I believe the accident report describes the incident.
4. I am enclosing medical records received. Her treatment is ongoing.
5. Medical bills for other persons treating. The other occupants of the vehicle were shaken up, but did not receive medical attention.
6. I am enclosing photographs of the collision, different angles. We will put the VIN number on the back of each photograph.
7. The steering wheel, dash and roof areas of her vehicle were not involved.

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8. We have an expert and we will have our expert available to inspect this vehicle when Ford Motor Credit Company experts can also be on the scene, so there is no question with tampering.

Please advise me immediately when those experts can be available so that we can coordinate the inspection.


9. We are enclosing the complete history of the vehicle, the numerous times it has been taken to Mooresville Ford.
10. Allstate Insurance insures [REDACTED] She has medical pay provisions available. We have not filed these at this point. There is a three-year statute of limitations in which to do this.

We are attaching as a separate document responses to the additional questions contained in your letter.

Please immediately give us a time that your inspector can be available. I have previously answered many of your questions in my July 15 letter, a copy of which is enclosed. May I hear from you at your earliest opportunity?

Very truly yours,

Frances S. Knox



FSK/jwb  
Enclosures

c: Jessica Heironimus



Full Legal Name:

[REDACTED]

Address:

[REDACTED]  
**Charlotte, NC** [REDACTED]

Social Security No.:

[REDACTED]

DOB:

**11/5/1936**

Occupation:

**Homemaker**

Injury:

Health Insurance Provider:

Is the injured party receiving Medicare benefits? **Yes**

Is the injured party receiving Worker Compensation benefits? **No**

Has the injured party received more than 24 months of social security disability benefits prior to the incident? **No**

**We are very well aware of the Medicare reporting statutes.**

1. What are you seeking from Fore Motor Company in this matter?

1. **Reimbursement of her medical bills.**
2. **That her car be picked up, inspected and her be provided with loss of use of her vehicle, as well as a different vehicle.**

2. What is the alleged defect?

**The alleged defective part (parts) have been inspected and repaired numerous times according to Mooresville Ford, but the same sudden acceleration issue still prevails.**

3. Has the alleged defective part been repaired or replaced?

**See response to #2 above.**

4. What was the city, state and date of occurrence?

**Charlotte, NC 4/1/11**

5. What was the mileage at the time of the occurrence?

**3,123**

6. List all after market additions or modifications that were made to the vehicle:

**There were never any market additions or modifications made.**

7. Was the engine running? **Yes**  
8. Were the keys in the ignition? **Yes**  
9. Was this vehicle purchased new or used?

**The car was purchased new from Mooresville Ford. A copy of that documentation is enclosed.**

10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: **Not applicable**

11. Please provide the current location of the vehicle:

**The car is presently under [REDACTED] garage covered and has been since the date of this occurrence. It can be inspected with the coordination of timing as noted above.**

12. Has an insurance company been advised of this incident?

**The insurance company has been advised**

13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

**Allstate Insurance Company  
Roshea Williams  
Med Central Birmingham  
P.O. Box 440519  
Kennesaw, GA 30160-9509  
Phone: 866-575-4363 x 5098**

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

**Mary Stimpson  
5016 Sylvan Drive, Charlotte, NC**

**Gail Sechler  
5300 Crestland Avenue, Charlotte, NC**















THIS REPORT IS FOR THE USE OF THE DIVISION OF MOTOR VEHICLES. THE DATA IS COLLECTED FOR STATISTICAL ANALYSIS AND SUBSEQUENT HIGHWAY SAFETY PROGRAMMING. DETERMINATIONS OF "FAULT" ARE THE RESPONSIBILITY OF INSURERS OR OF THE STATE'S COURTS.

Do not write in these spaces

1 No. of Units Involved Form 1 of 1 ☐ Supplemental Report ☐ Non-Reportable

2 Date 04/01/2011 County MECKLENBURG Time 1 4 4 5 Local Use/Patrol Area 20110401144900 11 Date Received by DMV

2 33 Reporting or 5 Crash occurred ☒ in CHARLOTTE or outside municipality

2 on LCL CHRISTENBURY RD (R.R. Crossing #) Miles 50 ft N S E W

3 at or from LCL STARMOUNT AVE toward LCL SYLVAN AVE

1 Use Highway Number, Street Name or Adjacent County or State Line

4 UNIT# 1 ☒ VEHICLE ☐ PEDESTRIAN ☐ HIT & RUN ☐ COMMERCIAL 20 VEHICLE

1 Driver [Redacted] First Middle Last Suffix

5 Address [Redacted]

6 City CHARLOTTE State NC Zip [Redacted]

2 D.L. # [Redacted] State NC

DOB 11/05/1936 34 Vision Obstruction 0 35 Physical Condition 1 36 D.L. Restrictions

37 Alcohol/Drugs Suspected 0 38 Alcohol/Drugs Test 0 39 Results (if known) 0 40 Vehicle Seizure (DWM) ☐

Owner [Redacted]

Address [Redacted]

City CHARLOTTE State NC Zip 28269

Plate # [Redacted] Plate NC Plate Year 2011

VIN 3FAHP0H8AR [Redacted]

Vehicle Make FORD Vehicle Year 2010 41 Vehicle Style (Type) 1 42 Vehicle Drivable ☒ Yes ☐ No

43 TAD FC 3 44 Estimated Damage 2000

Insurance Company INTEGON INSURANCE Policy # [Redacted]

20 COMMERCIAL VEHICLE: Cargo, Carrier Name, Address, Source

45 Cargo Body Type ☐ Same Address as Owner?

Source: ☐ Truck ☐ Shipping papers ☐ Other

Carrier Identification Numbers, GVWR, Axles

US DOT# ICC# IFTA# Gross Vehicle Weight Rating

21	22	23	24	25	26	27	28	29	30	31	32	Names and Addresses for All Persons (Unit 1/Unit 2 Drv, Ped, etc - See Above). Use check blocks if address same as Driver
A	0	1	1	1	W	F	2	0	0		4	see above
B												see above
C	0	1	2	3	W	F	2	0	0		5	Vehicle Towed To: [Redacted] STIMPSON CHARLOTTE NC
D	0	1	2	6	W	F	2	0	0		5	Vehicle Towed To: [Redacted] SECHLER CHARLOTTE NC
E												
F												
G												
H												

46 Name of EMS MECKLENBURG COUNTY MEDIC # 13

47 Injured Taken by EMS to CMC UNIVERSITY CHARLOTTE NC (Treatment Facility and City or Town)

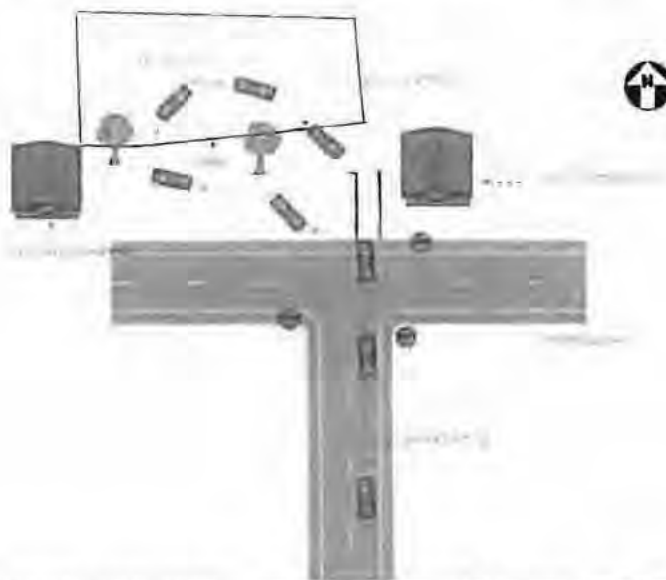
48 Name of EMS

49 Injured Taken by EMS to (Treatment Facility and City or Town)



48 POINTS OF INITIAL CONTACT (Write in Column)		Unit <u>1</u> <u>02</u>		VEHICLE INFO		Veh # <u>1</u>	Veh # <u>2</u>	ROADWAY INFO		WORK ZONE RELATED	
CRASH SEQUENCE (Unit Level)		Unit <u>1</u>	Unit <u>2</u>	60 Authorized Speed Limit	0	2	5	69 Road Feature	0	70 Work Area	5
49 Vehicle Maneuver/Action	4			61 Estimate of Original Traveling Speed	0	2	5	70 Road Character	1	71 Work Area Marked	2
50 Non-Motorist Action				62 Estimate of Speed at Impact	0	2	5	71 Road Classification	5	72 Crash Location	
51 Non-Motorist Location Prior to Impact				63 Tire Impressions Before Impact (ft.)	0	0	0	72 Road Surface Type	3	TRAILER INFO	
52 Crash Sequence - First Event for This Unit	11			64 Distance Traveled After Impact (ft.)	0	3	0	73 Road Configuration	2	Unit <u>1</u>	Unit <u>2</u>
53 Crash Sequence - Second Event				65 Emergency Vehicle Use				74 Access Control	2	60 Trailer Type	
54 Crash Sequence - Third Event				66 Post Crash Fire (if "Yes" check box)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75 Number of Lanes	0	1st Trailer No. Axles	
55 Crash Sequence - Fourth Event				67 School Bus - Contact Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76 Traffic Control Type	1	Width (inches)	
56 Most Harmful Event for This Unit	11			68 School Bus - Noncontact Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77 Traffic Control Oper	1	Length (feet)	
57 Distance/Direction to Object Struck				<b>COMMERCIAL VEHICLE: Hazardous Materials Involvement</b> Haz Mat Placard <input type="checkbox"/> Yes <input type="checkbox"/> No From Placard indicate: Hazardous Cargo <input type="checkbox"/> Yes <input type="checkbox"/> No 4-digit placard number or name from diamond box Released (does not include fuel from tank) 1-digit number from bottom of diamond Carrying Haz Mat <input type="checkbox"/> Yes <input type="checkbox"/> No				2nd Trailer No. Axles			
58 Vehicle Undermined/Overlaid								Width (inches)			
59 Vehicle Defects	6							Length (feet)			
								3rd Trailer No. Axles			
								Width (inches)			
								Length (feet)			
								Overwidth Permit #			

64 DIAGRAM



Unit 1 was: ☒ Turning ☐ Parked Facing ☐ ☐ ☐ ☐ on STARMOUNT AVE Unit 2 was: ☐ Traveling ☐ ☐ ☐ ☐ on                     

65 NARRATIVE (Include pertinent and unusual aspects, which are not listed elsewhere on the form)

DRIVER #1 STATED THAT SHE WAS TRAVELING NORTH ON STARMOUNT AVE. WHEN THE ACCELERATOR STUCK ON THE VEHICLE AS SHE APPROACHED CHRISTENBURY RD. SHE STATED THAT SHE APPLIED THE BRAKES BUT THE VEHICLE WOULD NOT STOP. SHE ALSO STATED THAT THE ENGINE RPM WENT EXTREMELY HIGH. SHE STATED THAT SHE THEN WENT OFF THE ROAD AND INTO THE YARD OF 4933 CHRISTENBURY RD WHERE THE VEHICLE STRUCK A FENCE. SHE STATED THAT SHE WAS HAVING PAIN FROM THE COLLISION AND MEDIC 13 TRANSPORTED HER TO CMC UNIVERSITY.

THE RIGHT FRONT PASSENGER, [REDACTED], STATED THAT DRIVER #1 ATTEMPTED TO STOP THE VEHICLE. BUT THE RPM ON THE ENGINE WENT EXTREMELY HIGH. SHE STATED THAT THE DRIVER APPLIED THE BRAKES, BUT THE VEHICLE WOULD NOT STOP. THE VEHICLE THEN STRUCK A FENCE CAUSING THE VEHICLE TO STOP.

THE REAR PASSENGER WHO WAS SEATED BEHIND THE FRONT PASSENGER STATED THAT THE DRIVER ATTEMPTED TO STOP THE VEHICLE BUT WAS UNABLE DUE TO THE ENGINE REVING HIGH. SHE STATED THAT THE VEHICLE THEN STRUCK A FENCE CAUSING THE VEHICLE TO STOP. GAIL SMALL SECHLER.

66 Type/Owner <u>FENCE</u>		Owner Address <u>                    </u>		ADDITIONAL PROPERTY DAMAGE <u>                    </u>		Scale Property <input type="checkbox"/>	Estimated Damage <u>\$ 1000</u>
[REDACTED]		Phone <u>                    </u>		[REDACTED]		[REDACTED]	
Name <u>                    </u>		Address <u>                    </u>		WITNESSES <u>CHARLOTTE</u>		Phone No. <u>                    </u>	
Name <u>                    </u>		Address <u>                    </u>		Phone No. <u>                    </u>			
TRAFFIC VIOLATION(S)							
Name <u>                    </u>		Charge(s) <u>                    </u>					
Name <u>                    </u>		Charge(s) <u>                    </u>					
Officer Name <u>K. RUSSELL</u>		Officer Number <u>969</u>		Department <u>Charlotte Mecklenburg Police Department</u>		Date of Report <u>04/01/2011</u>	





Office of the General Counsel

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

February 8, 2011

CHARLOTTE, NC

RE: 2010 FUSION  
VIN: 3FAHP0HA8AR

FEB 8 2011

Dear [REDACTED]:

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

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

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

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

- A copy of the police/fire report. *No Report filed*
- ✓ A copy of the title and vehicle registration.
- ✓ A separate sheet of paper providing a complete description of the incident. *See attached letter*
- N/A • Medical records for each person alleged injured from all treating physicians/facilities. *N/A only pulled muscle on lower back*
- N/A • Medical bills for each person alleged injured from all treating physicians/facilities. *I did not seek medic help*
- ✓ Original photographs or laser copies of the vehicle's collision/fire damage from several different angles.
- ✓ Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas.
- ✓ A copy of your expert's report and the expert's original photographs.
- ✓ Repair estimate, repair order, a total loss worksheet with copies of draft payments.
- N/A • Complete service history for vehicle including maintenance items. *had only 9,890.0 miles when wreck happened*
- ✓ A statement from insurance company indicating there are no pending claims and the reason for the denial.

Allstate has not

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

Full Legal Name:

[REDACTED]

owner of Fusion

Full Legal Name:

\_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

DOB: \_\_\_\_\_ DOB: \_\_\_\_\_

Soc Security#: \_\_\_\_\_ Soc Security#: \_\_\_\_\_

Gender: \_\_\_\_\_ Gender: \_\_\_\_\_

Occupation: \_\_\_\_\_ Occupation: \_\_\_\_\_

Injury: \_\_\_\_\_ Injury: \_\_\_\_\_

Health Insurance Provider: NA Health Insurance Provider: NA

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

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

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

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

1. What are you seeking from Ford Motor Company in this matter? A New Car with no mileage including my backup system which Mooresville Ford installed Plus my slight tint
2. What is the alleged defect? Engine Revving up driving forward can't stop the car in third gear or reverse
3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. What was the city, state and date of occurrence: June July/Aug Jan 2011
5. What was the mileage at time of occurrence: 200 miles in June 1800 miles in July Aug 2000.00
6. List all after market additions or modifications that were made to the vehicle: None Mooresville Ford installed Backup system
7. Was the engine running? (circle one) Yes or No Installed slightly tinted windows
8. Were the keys in the ignition? (circle one) Yes or No
9. Was this vehicle purchased new or used: New & 75 Flat Miles
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: N/A



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

*The Fusion has been sitting at the Mooresville Ford Dealership for testing*

12. Has an insurance company been advised of this incident? ☒ Yes ☐ No *Since Jan 27 2011 AND*

13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

14. Please provide the address and contact information of any witnesses to the incident? *is still sitting there as of today Feb 21 2011 and will stay there*

*I will make a Feb 27 2011 report if something isn't resolved*  
Ford Motor Company is committed to providing you with a fair and timely response, so please note that we need all the information requested above to evaluate this matter. Your concern can not be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

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

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

Thank you for your prompt attention to this matter.

Sincerely,

*Alma Taylor*

Alma Taylor

Legal Analyst- OGC Product Claims

*Ford Motor was called to the dealership in the week of*

*Jan February 2011*

*Mooresville Ford and*

*have driven*

*this car since Jan 23, 2011 they have driven tested and found nothing wrong. They phone me kept me in the car for further test on Feb 15, 2011*

*I wanted to keep the car for further test on Feb 15, 2011*

*came to Ford dealership to test the Fusion they are*

*a test mechanic Tech engineer Ryan Southwick Field*

*Service Eng & Alankinette Ford Rep Parts Service*

*Mr Ryan Southwick left a message on my answering*

*Machine Station nothing was wrong with the*

*the he said he went through the car that there*

*was not more Ford to go. He has an unlisted phone*

*and I could not call him back. See Back*

*on line via my mms paper-cc & don't shut out  
important problem. How often I can provide*

So I feel like I'm back to square one.  
I have filed a complaint with NT  
I feel like I have a car that has been torn down  
Repair Part back together. Wrecked on is no longer  
A new car what a mess



**Report# :** BA5AP022 NHL  
**CCRG/EPRC:S**  
**Vehicle:** 2010,FUSION,SE ,SEDAN ,3FAHP0HA8AR [REDACTED]  
**Odometer :** 2,994 M **Engine:** 2.5L DOHC  
**Transmission:** 6SP 6F MID **Axle:** 3.066RATIO **A/C:** YES  
**Dealer:** USA 04180 Mooresville Ford **Phone#:** (704) 664 1300  
**City:** Mooresville **State:** North Caroli **Country :** USA  
**Originator:** JONATHAN QUANCE  
**Symptom:** 6 19 0 00 DRVABL,FAST IDLE,OTHER-CODE NA,OTHER-CODE NA  
**Status:**  
**VFG:** V44 POWERTRAIN MALFUNCTION  
**Additional Symptom:** FAST IDLE  
**Fix:** **Causal Component :**  
**Condition Code:**

**Hotliner:** TROMANO7 **Phone:** 313 337-9132 **Regn Cd:** S2 Charlotte  
**Engineering:** **Phone:** **TAR:**  
**Dlr Contact:** JONATHAN QUANCE **Phone:** 000 000-0000 **Title Cde:** T

**KOEO:****KOEC:****KOER:**

REPAIR 01/31/2011 02:32PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN: ACCELERATES SOMETIMES BY  
ITSELF DIAGNOSTICS: TEST DROVE VEHICLE EEC TEST PARTS  
REPLACED:: NONE TECH QUESTION: ARE THERE ANY REPORTS OF VEHICLES  
ACCELERATING BY THEMSELVES WHAT IS BARO PID READING? 157 WHAT  
IS THE MEASURED MECHANICAL FUEL PRESSURE?

**RECOMM 01/31/2011 02:32PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE**

JONATHAN, THE TECHNICAL HOTLINE HAS NOT SEEN THE FORD ELECTRONIC  
THROTTLE CONTROL SYSTEM HAVE A FAILURE THAT CAUSES THE VEHICLE TO  
ACCELERATE BY ITSELF. THE WAY THIS SYSTEM IS DESIGNED AND REDUNDANCIES  
IN PLACE, IF THERE IS A FAULT WITHIN (CIRCUIT-RELATED, ETB-RELATED, OR  
APP-RELATED) IT WILL PUT THE VEHICLE INTO FAILSAFE MODE (FAILURE MODE  
EFFECTS MANAGEMENT - FMEM). IT MAY BE POSSIBLE THAT THIS CONDITION IS  
INDUCED BY INADVERTENTLY PRESSING BOTH THE BRAKE PEDAL AND ACCELERATOR  
PEDAL SIMULTANEOUSLY. PLEASE EXPLAIN THE REDUNDANT SAFETY FEATURE OF  
THE ELECTRONIC THROTTLE CONTROL SYSTEM TO THE CUSTOMER. ANOTHER CAUSE  
OF THE CONDITION EXPERIENCED IS INTERFERENCE FROM AN IMPROPERLY SEATED  
FLOOR MAT OR THE ADDITION OF AFTERMARKET FLOORMATS. NO REPAIR SHOULD  
BE ATTEMPTED UNTIL THE CONCERN CAN BE DUPLICATED. IF NECESSARY,

INSTALL A VDR AND OBTAIN A RECORDING OF THE EVENT. MONITOR THE FOLLOWING PIDS: TP1, TP2, APP1, APP2, APP3, LOAD, RPM, VSS, MAF\_V, AND BOO/BPP. IF THE RECORDING COMES BACK WITH AN APP INPUT AND A BOO/BPP INPUT, THIS INDICATES BOTH PEDALS BEING PRESSED AT THE SAME TIME. INSPECT THE PURGE VALVE FOR THE EVAP SYSTEM (VMV). IF THE PURGE STICKS OPEN IT MAY CAUSE A FAST IDLE IF FUEL VAPORS ARE PRESENT. CHECK THE VALVE TO ENSURE IT IS NOT ALLOWING ANY VACUUM TO FLOW WHEN NOT COMMANDED ON OR WHEN ELECTRICALLY DISCONNECTED.

**ADD-ON 02/10/2011 01:31PM ALAN KNITTER(STI) MSS - FCSD - REG - CHARLOTTE**  
FSE WAS AT DEALER TODAY AND ASKED TO DRIVE THE VEHICLE. I TEST DROVE 15 MILES WITH NO CONCERNS (BOTH HIGHWAY AND IN-TOWN DRIVING). I ALSO MADE SEVERAL RECORDINGS WITH THE IDS, BUT SAW NO CONCERNS WITH THE APP, TP, BOO, OR EVAP SYSTEM. KOEO, KOER PCM SELF TESTS ALL PASSED - NO CODES. I DON'T RECOMMEND ANY REPAIRS BE PERFORMED UNTIL VERIFICATION OF THE CONCERN EXISTS.

---

**Requester:** ATAYLO29

Report Summary

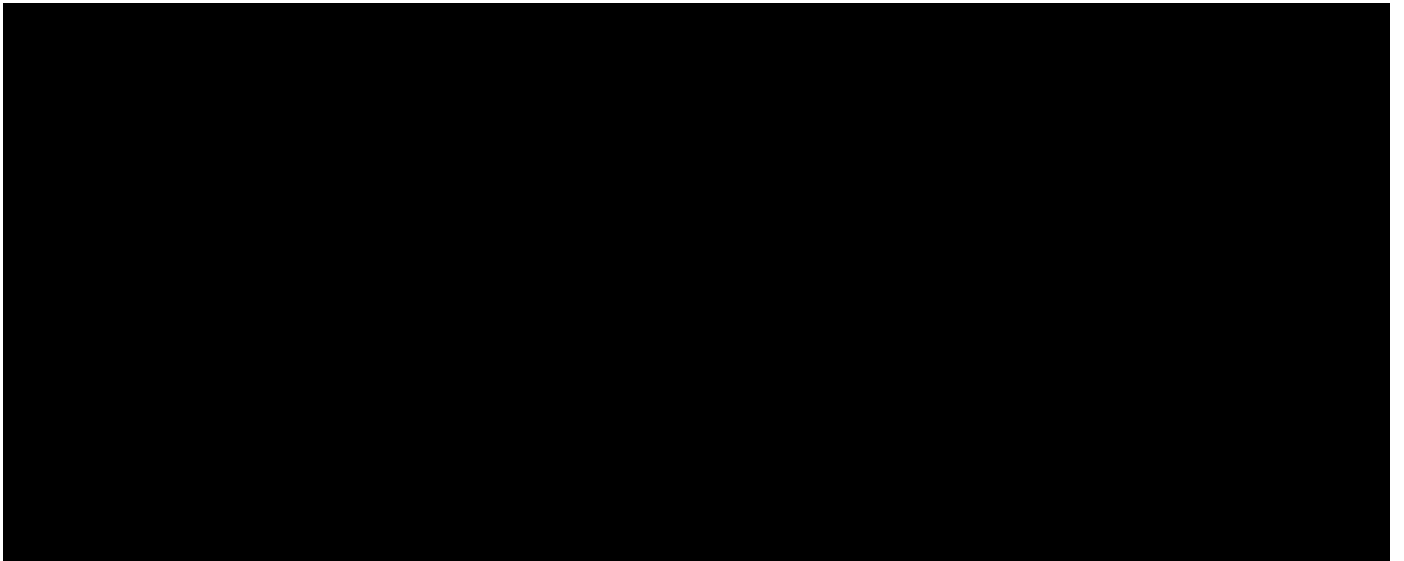
**Server:** ECCWS686

**Ford Proprietary, Private**

8-Mar-2011

**Retention:** None





**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Tuesday, November 24, 2009 11:40 AM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer/Fleet Request For OGC Review

### Dealer/Fleet Request For OGC Review

**Dealership/Fleet Name:** Hopkins Ford Lincoln Mercury  
**Requesting Dealer/Fleet:** Hopkins Ford Lincoln Mercury  
**Contact Person:** Steve Jenet  
**Title:** Service Director  
**Address:** 1650 The Fairway  
**Telephone:** 2158865900  
**Email Address:** hopkinsservice@covad.net  
**PA Code:** 01306  
**Region:** Philadelphia  
**City:** Jenkintown  
**Dealer State:** PA  
**Fax Number:** 215-886-7751  
**WSD:** 04/02/09  
**Vehicle Year:** 2009  
**Vehicle Model:** Escape  
**Vehicle VIN:** 1FMCU92759K [REDACTED]  
**Mileage:** 10055  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** School House Ln & Henry Ave  
**City:** Philadelphia  
**State:** Pennsylvania

FORD MOTOR  
CREDIT  
CLERK  
NOV 30 2009  
OFFICE  
GENERAL

11/30/2009



Zip Code: [REDACTED]  
Home Phone: [REDACTED]  
Work Phone: [REDACTED]  
Customer Region: N3 - Philadelphia  
Incident Involves: Accident  
Date of Incident: 11/10/2009  
County in which incident occurred: Philadelphia  
Is Alleging Defect: Yes  
Alleging defect detail: Steering locked and vehicle accelerated  
Police Report Filed: Yes  
Police Report detail: Philadelphia  
Insurance Company Contacted: Y  
Insurance Company Advice: Contact Ford  
Insurance Company Contact Information: PMA Insurance Caroline Harris 484-530-4915  
Coach Builder: No  
Coach Builder State: PA - Pennsylvania  
Vehicle Location: Hopkins Ford Lincoln Mercury  
Resolution Sought Detail: repair of vehicle mechanically, body damage repaired and property damaged caused when accident occurred

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

11/30/2009

**Report# :** [REDACTED] **Received:** 11/10/2009  
**CCRG/EPRC:S** **Reviewed Status:** **Date:** 11/10/2009  
**Vehicle:** 2009,ESCAPE 4X4,XLS ,MPV ,1FMCU92759K [REDACTED] **Build Date:** 03/11/2009  
**Odometer :** 10,055 M **Engine:** 2.5L IVCT **Calibration:** 9M71A20A  
**Transmission:** 6SP 6F MID **Axle:** 3800F2.73C **A/C:** YES  
**Dealer:** USA 01306 Hopkins Ford Lincoln Mercury **Phone#:** (215) 886-5952  
**City:** Jenkintown **State:** Pennsylvania **Country :** USA  
**Originator:** JIM PACKARD  
**Symptom:** 3 03 1 99 CHASS.,STRG/HANDLING ,FUNCTION,NOT LISTED  
**Status:**  
**VFG:** V89 RIDE & HANDLING  
**Additional Symptom:** ALLEGED ACCIDENT  
**Fix:** **Causal Component :**  
**Condition Code:**

**Hotliner:** IPUSTA **Phone:** 313 317-9298 **Regn Cd:** N3 Philadelphia  
**Engineering:** **Phone:** **TAR:**  
**Dir Contact:** JIM PACKARD **Phone:** 215 886-5900 **Title Cde:** SF

**KOEO:**  
**KOEC:**  
**KOER:**

**REPAIR** 11/10/2009 01:26PM IONET PUSTA MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN: CUSTOMER STATES WHEN MAKING A RIGHT HAND  
TURN THE STEERING LOCKED UP IN THE RIGHT TURN AND ACCELERATED BY  
ITSELF CAUSING ACCIDENT DAMAGE. DIAGNOSTICS: CHECKED FOR CODES.  
NONE. DID NOT VERIFY STEERING CONCERN. PARTS REPLACED::  
NONE TECH QUESTION: ANY KNOWN FOR THIS CONCERN? WERE YOU ABLE  
TO VERIFY THE CONCERN? NO IS THERE AN APPROPRIATE PINPOINT TEST IN  
THE WSM FOR THIS CONCERN? YES WAS THE PINPOINT TEST FOLLOWED? NO

**RECOMM** 11/10/2009 01:26PM IONET PUSTA MSS - FCSD - TECH SVC HOTLINE  
HELLO JAMES, DUE TO THE ALLEGED VEHICLE CONCERNS, I RECOMMEND TO HAVE  
YOUR SERVICE MANAGER FILL OUT A DEALER REQUEST FOR CONSUMERS AFFAIR  
REVIEW FORM FROM FMCDEALER.



---

**Requester:** ATAYLO29

Report Summary

**Server:** ECCWS686

**Ford Proprietary, Private**

30-Nov-2009

**Retention:** None







## Service of Process Transmittal

09/13/2012

CT Log Number 521217227



**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], Pltf. 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 # 20121154289

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - Failure to correct and/or repair defects - Engine - Steering/suspension - 2010 Ford Fusion - VIN# 3FAHP0JG0A [REDACTED]

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Chicago, IL

**DATE AND HOUR OF SERVICE:** By Process Server on 09/13/2012 at 13:00

**JURISDICTION SERVED:** Illinois

**APPEARANCE OR ANSWER DUE:** 10/12/12 between hours of 08:30 a.m. and 2:30 p.m.

**ATTORNEY(S) / SENDER(S):** Krohn & Moss, LTD.  
120 West Madison Street  
10th Floor  
Chicago, IL 60602  
312-578-9428

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight, 798961887123  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**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 / LV

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 COOK COUNTY, ILLINOIS

FIRST MUNICIPAL DISTRICT

Name All Parties

Case No. \_\_\_\_\_

Amount Claimed: \$ 15,000.00

Appearance Filing/Return Date: 10-12-12

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

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

Time: \_\_\_\_\_ Room: \_\_\_\_\_

Plaintiff(s)

Defendant(s)

c/o CT CORPORATION SYSTEM, 208 S LASALLE STREET, SUITE 814, CHICAGO IL 60604

Address of Defendant(s)

Please serve as follows: ☐ Certified Mail ☒ Sheriff Service ☐ Alias (Plaintiff check one)

SUMMONS

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 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455  
☐ District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153

on OCTOBER 12, 2012, between the hours of 8:30 a.m. and 2:30 p.m.;

☐ District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008 ☐ District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428  
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.

WITNESS, \_\_\_\_\_

Atty. for: PLAINTIFF

Address: 10 NORTH DEARBORN STREET, 3RD FLOOR

City/State/Zip: CHICAGO IL 60602

Telephone: (312) 578-9428

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





**Service of Process  
Transmittal**

09/13/2012

CT Log Number 521217227



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Case # 20121154289  
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defects - Engine - Steering/suspension - 2010 Ford Fusion - VIN#  
3FAHP0JG0AR [REDACTED]  
**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Chicago, IL  
**DATE AND HOUR OF SERVICE:** By Process Server on 09/13/2012 at 13:00  
**JURISDICTION SERVED:** Illinois  
**APPEARANCE OR ANSWER DUE:** 10/12/12 between hours of 08:30 a.m. and 2:30 p.m.  
**ATTORNEY(S) / SENDER(S):** Krohn & Moss, LTD.  
120 West Madison Street  
10th Floor  
Chicago, IL 60602  
312-578-9428  
**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight, 798961887121  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM  
**SIGNED:** C T Corporation System  
**PER:** Thad DiBartelo  
**ADDRESS:** 208 South LaSalle Street  
Suite 814  
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**TELEPHONE:** 312-345-4336

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FIRST MUNICIPAL DISTRICT

Name All Parties

Case No.

Amount Claimed: \$ 15,000.00

Appearance Filing/Return Date: 10-12-12

Status Date:

Trial Date:

Time:

Room:

Plaintiff(s)

Defendant(s)

c/o CT CORPORATION SYSTEM, 208 S LASALLE STREET, SUITE 814, CHICAGO IL 60604

Address of Defendant(s)

Please serve as follows: ☐ Certified Mail ☒ Sheriff Service ☐ Alias (Plaintiff check one)

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☐ District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153

on OCTOBER 12, 2012, between the hours of 8:30 a.m. and 2:30 p.m.;

☐ District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008 ☐ District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428  
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WITNESS, \_\_\_\_\_

Atty. for: PLAINTIFF

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City/State/Zip: CHICAGO IL 60602

Telephone: (312) 578-9428

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



20121154789  
CALENDAR  
TIME 09:30  
Breach of Contract  
(10/16/09) CCM N649

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FIRST MUNICIPAL DISTRICT

Name All Parties

[Redacted]

Plaintiff(s)

v.

FORD MOTOR COMPANY

Defendant(s)

c/o CT CORPORATION SYSTEM, 208 S LASALLE STREET, SUITE B14, CHICAGO IL 60604

Address of Defendant(s)

Case No. \_\_\_\_\_

Amount Claimed: \$ 15,000.00

Appearance Filing/Return Date: 10-12-12

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

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

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City/State/Zip: CHICAGO IL 60602

Telephone: (312) 578-9428

WITNESS, \_\_\_\_\_

DOROTHY BROWN, Circuit Court Clerk

Date of Service: \_\_\_\_\_

(To be inserted by officer on copy left with Defendant or other person)

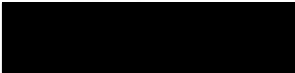
SEE REVERSE SIDE

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(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

  
Plaintiffs,

vs.

FORD MOTOR COMPANY,

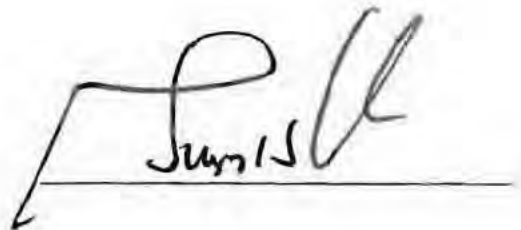
Defendant.

No.

20121154289  
CALENDAR/ROOM 1501  
TIME 09:30  
Breach of Contract

JURY DEMAND

The undersigned demands a jury trial.



Name KROHN & MOSS, LTD.  
Attorney for PLAINTIFFS  
Address 10 N DEARBORN ST., 3<sup>RD</sup> FLOOR  
City CHICAGO, IL 60602  
Telephone 312/578-9428  
Atty No. 33599

12/11/12 PM 1:29



11/11/2016

) ) ) ) ) ) ) ) ) )

No.

20121154203  
CALENDAR/BOOK 1301  
TYPE 09:30  
Branch of Contract

Defendant.

## COMPLAINT

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## PARTIES

██████████

nt, FORD MOTOC

### **BACKGROUND**

3. On or about August 5, 2010, Plaintiff purchased from Seller a 2010 Ford Fusion ("Fusion"), manufactured by Manufacturer, Vehicle Identification No. 3FAHP0JG0AR [REDACTED] for valuable consideration. (See copy of Plaintiff's Purchase Contract, attached hereto as Exhibit "A".)

4. The purchase price of the Fusion totaled \$25,998.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Fusion was not fit for its ordinary purpose of providing trouble free and reliable transportation.

6. In consideration for the purchase of the Fusion, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet. (See copy of Plaintiff's Warranty Booklet, attached hereto as Exhibit "B".)

7. On or about August 5, 2010, Plaintiff took possession of the Fusion and shortly thereafter experienced the defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the Fusion to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Fusion has been subject to repair on multiple occasions for the same defects, and that the defects remain uncorrected.



11. Plaintiff brought the Fusion to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by illumination of the check engine light, loss of power and vehicle not accelerating;
- b. Defective steering/suspension system as evidenced by clunk noise from under vehicle at highway speeds and clicking noise when turning and in reverse; and
- c. Any additional complaints made by Plaintiff, whether or not contained on any authorized dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Fusion.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiff's Fusion, 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 Fusion to fail of its essential purpose.

14. Plaintiff justifiably lost confidence in the Fusion's safety and reliability.

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

16. As a result of the defects, Plaintiff provided written notice to Manufacturer.

17. The Fusion 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 Fusion.

**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 her Complaint.

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

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 automobile warranties.

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

24. Plaintiff's purchase of the Fusion 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 Fusion to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Fusion in the event that the Fusion failed to meet the specifications set forth in 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 Fusion to Plaintiff.

26. Said purchase of Plaintiff's Fusion was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

27. Plaintiff has met all of her 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 her Complaint.



31. The Fusion 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 Fusion was impliedly warranted to be fit for the ordinary purpose for which the Fusion was intended.

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

36. The above described defects in the Fusion render the Fusion unmerchantable, and thereby not fit for the ordinary purpose for which the Fusion 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 Fusion.

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,  
**JLYNN PIERCE**

By: 

Attorney for Plaintiff

KROHN & MOSS, LTD.  
Attorneys for Plaintiff  
120 West Madison Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428  
I.D. No. 33599

11/11/2019

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**SUPREME COURT RULE 222 AFFIDAVIT**

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

1. That I am one of the attorneys representing Plaintiff with regard to the above-captioned matter.
2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.
3. Plaintiff in the case seeks money damages less than \$50,000.00.
4. Upon information and belief, I value the claim of Plaintiff to be less than \$50,000.00.
5. Further Affiant sayeth naught.

Attorney for Plaintiff

Attorney for Plaintiff



## **EXHIBIT A**



21315 CENTRAL AVE.  
MATTESON, IL 60443  
(708) 720-8000  
www.suttonfordlincolnm Mercury.com

CUSTOMER: 3005441

DEAL: 140889

08/05/2010

DATE

PURCHASER'S NAME

STREET ADDRESS

CITY CHICAGO

STATE IL

ZIP 60617

RES. PHONE

BUS. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☒ NEW☐ USED☐ DEMO☐ TRUCK☐ CAR

YEAR 2010	MAKE FORD	MODEL FUSION	BODY TYPE SEDAN	COLOR WHT-SILVER	TRIM MID-LI-STD	STOCK NO. 50123
VIN NO. 3FARJ0J00A1			MILES 5421		SALESMAN	
CASH PRICE OF VEHICLE			\$ 25988.00		USED VEHICLE TRADE-IN AND/OR OTHER CREDITS	
DEALER INSTALLED OPTIONS			MAKE OF USED VEHICLE 10RD			
			YEAR 2008 BODY TYPE SB			
			MODEL TAUR			
AUTO BUTLER			400.00		VEHICLE IDENT. NO. 1FAPR532410	
THEFT PROTECTION			200.00		MILEAGE 168523	
			BALANCE OWED TO			
FLEET DELIVERY FEE			ADDRESS			
			USED VEHICLE ALLOWANCE		\$ 1000.00	
			ESTIMATED BALANCE OWED		N/A	
OPTIONAL ELECTRONIC FILING					NET ALLOWANCE ON USED VEHICLE 1000.00	
SUTTON'S CUSTOMER BENEFIT PACKAGE			N/A		DEPOSIT OR CREDIT BALANCE	
DOCUMENTATION FEE			150.00		CASH WITH ORDER	
TOTAL			26752.33		REBATE	
ILLINOIS SALES TAX			2180.95		TOTAL DOWN PAYMENT (Transfer to Last Column) 7500.00	
COOK COUNTY TAX 15.00 (MY USE) TAX			268.14			
OTHER TAXES			N/A			
LICENSE, TRANSFER, TITLE			120.00			
EXTENDED SERVICE CONTRACT			N/A		SOCIAL SECURITY NO. [REDACTED]	
TOTAL PRICE			26288.47		DRIVERS LICENSE NO.	
CASH DOWN PAYMENT			N/A		DATE OF BIRTH [REDACTED]	
TRADE-IN ALLOWANCE			1000.00		SOCIAL SECURITY NO.	
TOTAL DOWN PAYMENT			3500.00		DRIVERS LICENSE NO.	
UNPAID CASH BALANCE DUE ON DELIVERY			25788.47		DATE OF BIRTH	

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of this date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR OTHER SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS- NOT EXPRESSLY WARRANTED OR GUARANTEED."

TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, THERE WILL BE ADDED THE SUM OF [REDACTED] FOR DEALER COSTS AND OVERHEAD FOR ITEMS RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION, THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

Purchaser by his execution of this Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has

PURCHASER'S SIGNATURE

08/05/10

DATE

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

F0007004



## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG0AR [REDACTED] Year: 2010 Model: [REDACTED] Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-08-05  
Symptom Desc: INSTR/DISPLAY ELECTRONIC MESSAGE CENTER 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: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 32623 MI Comm Type: MAIL  
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
Action Date: 07/10/2012 Action Time: 11.05.18.031 Action Data: No

Comments NEW CASE FRD1223199. REPRESENTED BY TIMOTHY C. MALONEY OF KROHN & MOSS AL GA IL KY  
KS MN MO WI TX. PROBLEMS: ELECTRICAL,SUSPENSION,ENGINE,STEERING/ SUSPENSION.

Action: FIELD E-MAIL SENT - DRP  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM  
Odometer: 32623 MI Comm Type: OUTBOUND  
EMAIL-OTHER  
Analyst Name: JAYMIE SHEIR Analyst: JSHEIR1  
(JSHEIR1)  
Action Date: 07/10/2012 Action Time: 15.19.02.427 Action Data: No

Comments SENT DLR REPORT REQ TO SM LARRY HOUSMAN @ NAPLETON'S RIVER OAKS LINCOLN-TFOAM REQ  
SENT

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM  
Odometer: 32623 MI Comm Type: OUTBOUND  
EMAIL-OTHER  
Analyst Name: JAYMIE SHEIR Analyst: JSHEIR1  
(JSHEIR1)  
Action Date: 07/10/2012 Action Time: 15.20.41.986 Action Data: No

Comments -SENT EMAIL TO BBB: NO OFFER TO CUST

Action: COMPANY REPORT SUBMITTED  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM  
Odometer: 32623 MI Comm Type: OUTBOUND  
EMAIL-OTHER  
Analyst Name: JAYMIE SHEIR Analyst: JSHEIR1  
(JSHEIR1)  
Action Date: 07/24/2012 Action Time: 16.14.00.633 Action Data: Yes

Comments -SUBMITTED MRF TO BBB VIA FAX.

Data Element Name

Data Value

CUSTOMER CONTACTED BY FORD

YES



REGION RESPONDED TO DSB E-MAIL (Y/N)

YES

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 32623 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 07/24/2012

Action Time: 21.05.27.314

Action Data: No

Comments HEARING SCHEDULED ON 08/01/12 AT 1:30 P.M.

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Odometer: 32623 MI

Comm Type: OUTBOUND  
EMAIL-OTHER

Analyst Name: JAYMIE SHEIR  
(JSHEIR1)

Analyst: JSHEIR1

Action Date: 07/31/2012

Action Time: 08.28.01.978

Action Data: Yes

Comments REC'D DLR REPORT NAPLETON'S RIVER OAKS FORD LINCOLN

Data Element Name

Data Value

DATE PAPERWORK REC'D

07-30-2012

Action: POST-HEARING REQUEST-ARBITRATOR REQUESTS TE

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 32623 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 08/07/2012

Action Time: 11.05.11.450

Action Data: Yes

Comments REQUESTS TE 08/04/12

Data Element Name

Data Value

DATE ARBITRATOR REQUESTS TE

08/04/12

Action: ARBITRATION-AWA DRS SPENDING

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Odometer: 32623 MI

Comm Type: OUTBOUND  
EMAIL-OTHER

Analyst Name: JAYMIE SHEIR  
(JSHEIR1)

Analyst: JSHEIR1

Action Date: 08/10/2012

Action Time: 15.44.40.947

Action Data: Yes

Comments -REC'D DENIAL DECISION AWAITING CUST A/R FORM

Data Element Name

Data Value

ARBITRATOR NAME (LAST NAME, FIRST NAME)  
DENIAL DECISION (Y=YES, N=NO)  
VEHICLE PAYMENT  
VEHICLE REIMBURSEMENT  
ESP (Y=YES, N=NO)  
PLAN NAME

OCONNOE, BRIAN  
Y

PLAN TIME  
PLAN MILEAGE  
RAV (Y=YES, N=NO)  
RAV TYPE  
FURTHER REPAIR (Y=YES, N=NO)

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Action: ARBITRATION DECISION-DENIAL  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC      Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 32623 MI      Comm Type: MAIL  
Analyst Name: COSTELLO, MATT      Analyst: M-COSTE3  
Action Date: 08/10/2012      Action Time: 16.05.24.974      Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

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Action: ASSUMED REJECTION OF DECISION  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC      Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 32623 MI      Comm Type: MAIL  
Analyst Name: COSTELLO, MATT      Analyst: M-COSTE3  
Action Date: 08/24/2012      Action Time: 16.05.13.765      Action Data: Yes

Comments DATE OF REJECTION 08/24/12 ARBITRATED RESULTING IN A DENIAL

Data Element Name	Data Value
DATE OF REJECTION	08/24/12
	Y

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG0AP [REDACTED] Year: 2010  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: CRANKS/NO START ALL ENGINE TEMP  
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: [REDACTED] Case: [REDACTED]  
WSD: 2010-08-05  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: TIER ONE CLOSE ISSUE

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: TIER ONE - MELBOURNE

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: CHAPPLE, NETALYA

Analyst: NCHAPPL1

Action Date: 06/11/2012

Action Time: 17:02:00.596

Action Data: No

Comments -CUSTOMER CALLING IN TO CHECK THE STATUS OF A CLAIM THAT WAS PREVIOUS OPEN,-BUY BACK REQUEST WAS DENIED, CUSTOMER STATED THAT SHE IS UNHAPPY ABOUT THE PERFORMANCE OF HER VEHICLE AND SHE STATED THAT SHE WANTS TO EXPRESS HOW UPSET SHE IS WITH THIS VEH AND THE TREATMENT THAT IS PROVIDED TO HER BY FMC. AND THE PROBLEM NOT NOT ABLE TO BE DUPLICATED.CRC ADVISED:SEE HISTORICALS:THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK.

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG0AR [REDACTED] Year: 2010  
 Name: [REDACTED] Owner Status: Original  
 Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP  
 Reason Desc: CLP - IN - BUYBACK - OBC  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 05/24/2012

Model: [REDACTED] Case: [REDACTED]  
 WSD: 2010-08-05  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: TIER ONE OPEN ISSUE

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: TIER ONE - MELBOURNE

Odometer: 31333 MI

Comm Type: PHONE

Analyst Name: CAPOREALE, PATRICIA

Analyst: PCAPORA1

Action Date: 05/24/2012

Action Time: 09:31:27.339

Action Data: No

Comments: CUST - BEEN DRIVING THINKING PROBLEM WAS FIXED - CAR SHUTTING DOWN COMPLETELY - ON EXPRESSWAY - SHUT DOWN WHILE I WAS DOING 55 - AND IT TOTALLY CUT OFF - 2011 FUSION - WHEN I WENT TO ACCELERATE BUT IT WAS ROLLING BACKWARD - IT HAD SHUT OFF - THEY SAY THEY CANT DUPLICATE IT - I NO LONGER FEEL SAFE IN THIS VEHICLE AND I WANT FORD TO BUY IT BACK - DEALER - NAPLETON'S RIVER OAKS LINCOLN, LLC SCHEDULE SERVICE 1777 RIVER OAKS DRIVE CALUMET CITY IL 60409 (877) 869-0246 - CRC - OBC - TALKED TO SSA SPENCE WHO SAID THEY HAD VEH FOR A WEEK AND COULD NOT DUPLICATE - SAID FOR HER TO BRING IT BACK AGAIN - 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.

Action: CREATE FOLLOW UP

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 31333 MI

Comm Type: PHONE

Analyst Name: HERRERA, MARK

Analyst: MHERRE47

Action Date: 05/25/2012

Action Time: 16:22:26.952

Action Data: Yes

Comments: <CSM MARK -EXT #77806>OBC TO THE DLR | THE DLR ADVISED THAT THE VEHICLE HAS NOT BEEN TO THE DEALER SINCE DECEMBER | THE CUSTOMER DOES HAVE AN APPT ON THE 05-29-2012 TO DIAGNOSE THE VEHICLE | OBC TO THE CUSTOMER [REDACTED] | THE CUSTOMER ADVISED THAT THE CAR LOSS THE POWER AND THE CUSTOMER BROUGHT IT INTO THE DLR | THE DLR DID NOT FIND ANYTHING WRONG WITH THE VEHICLE | THE VEHICLE CUT OFF ON WEDNESDAY AND THE CUSTOMER MADE A APPT FOR THE MONDAY | THE CUSTOMER ADVISED THAT THE DLR DRIVES THE VEHICLE TO TRY TO DUPLICATE | THE CUSTOMER IS CONCERN THAT THE WARRANTY IS GOING TO RUN OUT AND SHE WILL BE STUCK FINANCIALLY WITH A REPAIR | ADVISED THE CUSTOMER THAT I WILL BE WILLING TO REVIEW HER CASE FOR A POSSIBLE ESP | F/U 05-30-2012

Data Element Name

Data Value

DATE OF FOLLOW UP:

05-30-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 31333 MI

Comm Type: OTHER

Analyst Name: OSTEN, SANDRA

Analyst: SOSTEN

Action Date: 05/30/2012

Action Time: 17:02:46.625

Action Data: Yes

Comments: CSM SANDY EXT 77777 == DUE TO TIME CONSTRAINTS UNABLE TO F/U WITH DEALER == RESET F/U FOR 5/31/12 BEFORE 5PM EST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-31-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CONCERN ADDRESSED

Dealer: 11171 NAPLETON RIVER OAKS LINCOLN, LLC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 31333 MI

Comm Type: PHONE

Analyst Name: OSTEN, SANDRA

Analyst: SOSTEN

Action Date: 05/31/2012

Action Time: 16:37:28.126 Action Data: Yes

Comments CSM SANDY EXT 77777 == OBC TO CUSTOMER AT [REDACTED] = ADVISED CUSTOMER THAT THE VEHICLE IS NOT GOING TO BE BOUGHT BACK AFTER REVIEW WITH CSM SANDY AND MARK == ADVISED THAT DLR WILL NEED TO VERIFY THE ISSUE BEFORE ANYTHING ELSE CAN BE DONE == THROTTLE BODY WAS REPLACED AT LAST VISIT (BEEN TWO VISITS WITH A LESS THAN 5 DAYS VEHICLE DOWN) == OFFERED ESP PREMIUMCARE TO CUSTOMER TO ENSTILL TRUST BACK INTO VEHICLE BUT THE CUSTOMER DECLINED == CUSTOMER GOT LOUD, ANGRY AND HUNG == ADVISED IF SHE GETS IN ACCIDENT BECAUSE OF THE ISSUE SHE WILL BE SUING FORD == NOTHING FURTHER NEEDED == CLOSING CASE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	49
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG0AR [REDACTED]  
Name: [REDACTED]  
Symptom Desc: LOSS OF POWER CRUISE  
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK  
Issue Type: 04 REGION  
Initial Customer Contact: 09/07/2011

Year: 2010  
Owner Status: Original  
Issue Status: CLOSED

Model: [REDACTED]  
WSD: 2010-08-05  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: TIER II ESCALATION - UNABLE TO DUPLICATE

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: US CONCERN CASE  
BASE

Odometer: 23000 MI  
Analyst Name: WASHINGTON  
(CWASHI49), CYNTHIA

Comm Type: PHONE  
Analyst: CWASHI49

Action Date: 09/06/2011

Action Time:  
15.12.47.475

Action Data: Yes

Comments CUSTOMER SAID: 1.SYMPTOM A LOSS OF POWER-CRUISE-STATES SHE IS LITTLE FRUSTRATED NOW -STATES SHE PURCHASED A FUSION LAST YEAR -STATES JUST LAST MONTH SHE EXPERIENCED ON 2 OCCASSIONS THE SPEED DROPPED FROM 55 MPH TO 2 MPH INSTANTLY -SHE TOOK THE DLR AND THEY COULD NOT FIND ANY PROBLEMS-STATES SHE TOOK THE CAR OUT AGAIN AND A WEEK LATER SHE WAS APPROACHING THE RAMP AND THE SAME OCCURRED 35 MPH TO 2-3 MPH-STATES IT WOULD GO TO 5 MILES-STATES SHE CALLED THE DLR AND ADVISED THEM WHAT WAS GOING ON-STATES SHE ASKED WHAT COULD SHE DO -STATES WAS GOING TO TRY TO MAKE IT TO THE DLR-STATES SHE MADE IT TO THE SIDE OF THE ROAD -STATES SHE SHUT IT OFF AND IT RAN FINE-STATES THE VEH HAS BEEN AT THE DLR SINCE AUG 26-STATES THE DLR HAD DRIVEN THE VEH BUT HAS BEEN ABLE TO DUPLICATE THE CONCERN 2.VEHICLE LOCATION VEH IS AT THE DLR DLR3.CUST IS SEEKING TO GET VEH REPAIRED DEALER SAID: NAPLETON'S RIVER OAKS LINCOLN MERCURY, LLC 1777 RIVER OAKS DRIVE CALUMET CITY, IL 60409 TEL (877) 745-4998 CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. \*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE- [REDACTED] NO SPECIFIC CALLBACK TIME REQUESTED

Data Element Name	Data Value
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ESTIMATED COST OF REPAIR:	0
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0
18:00

Action: TIER II ESCALATION - UNABLE TO DUPLICATE

Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC

Origin Desc: US CONCERN CASE  
BASE

Odometer: 23000 MI  
Analyst Name: WASHINGTON  
(CWASHI49), CYNTHIA

Comm Type: PHONE  
Analyst: CWASHI49

Action Date: 09/06/2011

Action Time:  
15.12.47.971

Action Data: Yes

Comments CUSTOMER SAID: 1.SYMPTOM A LOSS OF POWER-CRUISE-STATES SHE IS LITTLE FRUSTRATED NOW -STATES SHE PURCHASED A FUSION LAST YEAR -STATES JUST LAST MONTH SHE EXPERIENCED ON 2 OCCASSIONS THE SPEED DROPPED FROM 55 MPH TO 2 MPH INSTANTLY -SHE TOOK THE DLR AND THEY COULD NOT FIND ANY PROBLEMS-STATES SHE TOOK THE CAR OUT AGAIN AND A WEEK LATER SHE WAS APPROACHING THE RAMP AND THE SAME OCCURRED 35 MPH TO 2-3 MPH-STATES IT WOULD GO TO 5 MILES-STATES SHE CALLED THE DLR AND ADVISED THEM WHAT WAS GOING ON-STATES SHE ASKED WHAT COULD SHE DO -STATES WAS GOING TO TRY TO MAKE IT TO THE DLR-STATES SHE MADE IT TO THE SIDE OF THE ROAD -STATES SHE SHUT IT OFF AND IT RAN FINE-STATES THE VEH HAS BEEN AT THE DLR SINCE AUG 26-STATES



THE DLR HAD DRIVEN THE VEH BUT HAS BEEN ABLE TO DUPLICATE THE CONCERN 2:VEHICLE LOCATION -VEH IS AT THE DLR DLR3,CUST IS SEEKING TO GET VEH REPAIREDDEALER SAID: NAPLETON'S RIVER OAKS LINCOLN MERCURY, LLC 1777 RIVER OAKS DRIVECALUMET CITY, IL 60409 TEL:(877) 745-4998CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE [REDACTED] NO SPECIFIC CALLBACK TIME REQUESTED

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0 18:00

Action: CREATE FOLLOW UP  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 23000 MI      Comm Type: PHONE  
Analyst Name: OSTEN,SANDRA      Analyst: SOSTEN  
Action Date: 09/07/2011      Action Time: 10:54:38.907      Action Data: Yes

Comments CSM SANDY EXT 7777==INITIAL REVIEW==LTV: 69==WSD: 08-05-2010==23K MILES ON VEHICLE==BOUGHT VEH NEW BUT NOT FROM THIS DLR==4 OTHER VEHICLES ON FILE==NO ESP==NO FSA==NO WARRANTY HISTORY==THL NOT CONTACTED==NO RELATED TSB'S OR SSM'S FOUND==2 X THE SPEED DROPPED FROM 55MPH TO 5 MPH AND CUST HAD TO TURN OFF VEHICLE AND RESTART==OBC TO DLR S/M BILL==HAVE HAD VEHICLE FOR SEVERAL DAYS==TECH DROVE IT==NO CODES==NEVER ABLE TO DUPLICATE THE ISSUE==S/M HAS DROVE THE VEHICLE IN SEVERAL DIFFERENT CONDITIONS AND HAVE NOT FOUND ANYTHING==ADVISED MAY BE BAD GAS==DLR CONTACTED THE FSE NOLAN LAST NIGHT==HAD TECH OPEN UP A THL==REQUESTING TO RETRIEVE THE FREEZE FRAME DATA FROM THE THROTTLE BODY==MAY BE THROTTLE BODY PROBLEM==TECH FOUND A TSB THAT PERTAINS TO THE WIRE HARNESS RUBBING THRU SOMETHING==MAY OR MAY NOT BE PROBLEM==CHECKING HARNESSES==WORKING WITH THL==CUSTOMER IS IN RENTAL VEHICLE FOR GOODWILL BECAUSE CUSTOMER FEELS THIS IS MAJOR SAFETY ISSUE==ANSWER BY END OF DAY OR TOMORROW AT THE LATEST==OBC TO CUSTOMER AT [REDACTED] LEFT MESSAGE WITH CONTACT INFORMATION==RESET F/U FOR 9/9/11 BEFORE 5PM EST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-09-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CREATE FOLLOW UP  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 23000 MI      Comm Type: PHONE  
Analyst Name: OSTEN,SANDRA      Analyst: SOSTEN  
Action Date: 09/09/2011      Action Time: 12:53:30.682      Action Data: Yes

Comments CSM SANDY EXT 7777==OBC TO DLR S/M BILL==ADVISED VEHICLE IS DONE==CONTACTED THL AND FOLLOWED THE TESTING PROCEDURES AND ADVISED TO REPLACE THE THROTTLE BODY==CUSTOMER PICKED UP VEHICLE YESTERDAY==OBC TO CUSTOMER AT [REDACTED] LEFT MESSAGE WITH CONTACT INFORMATION==RESET F/U FOR 9/12/11 BEFORE 5PM EST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-12-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CREATE FOLLOW UP  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 23000 MI      Comm Type: PHONE

Analyst Name: OSTEN,SANDRA Analyst: SOSTEN  
Action Date: 09/12/2011 Action Time: 11.26.21.446 Action Data: Yes

Comments CSM SANDY EXT 7777==OBC TO CUST AT 7 [REDACTED] LEFT MESSAGE WITH CONTACT  
INFORMATION==RESET F/U FOR 9/14/11 BEFORE 5PM EST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-14-2011
TIME OF FOLLOW UP (HH:MM):	17:00

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Action: CONCERN RESOLVED  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 23000 MI Comm Type: OTHER  
Analyst Name: OSTEN,SANDRA Analyst: SOSTEN  
Action Date: 09/14/2011 Action Time: 16.49.52.144 Action Data: Yes

Comments CSM SANDY EXT 7777==IBC FROM CUSTOMER ==CUSTOMER LEFT VM THAT VEHICLE IS RUNNING  
BEAUTIFULLY AND NO ISSUES==THANKED CSM FOR ASSISTANCE==NOTHING FURTHER NEEDED AT THIS  
TIME==CLOSING CASE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	69
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 11171 NAPLETON'S RIVER OAKS LINCOLN, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 23000 MI Comm Type: PHONE  
Analyst Name: OSTEN,SANDRA Analyst: SOSTEN  
Action Date: 09/22/2011 Action Time: 16.30.12.023 Action Data: No

Comments CSM SANDY EXT 7777==OBC TO DLR S/M BILL==ADVISED RENTAL IS \$282.63 FOR 9 DAYS  
RENTAL==RO# 011599==LINE 02--P11 PROGRAM CODE==APPROVAL # M03XJ==CASE REMAINS CLOSED

Ford Confidential

## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG0AR [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: [REDACTED]  
Case: [REDACTED]  
WSD: 2010-08-05  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: PUBLIC-PRIVATE OFFER

Dealer:

Odometer: 23000 MI

Analyst Name: WASHINGTON (CWASHI49),CYNTHIA Analyst: CWASHI49

Action Date: 09/06/2011

Comm Type: PHONE

Analyst: CWASHI49

Action Time: 15 32.31.009 Action Data: Yes

Origin Desc: MANUAL - PHONE CSR

Comments CRC ADVISED: -DID NOT ADVISE

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

Action: PUBLIC-PRIVATE OFFER

Dealer:

Odometer: 23000 MI

Analyst Name: WASHINGTON (CWASHI49),CYNTHIA Analyst: CWASHI49

Action Date: 09/06/2011

Comm Type: PHONE

Analyst: CWASHI49

Action Time: 15 32.31.567 Action Data: Yes

Origin Desc: MANUAL - PHONE CSR

Comments CRC ADVISED: -DID NOT ADVISE

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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**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Tuesday, February 09, 2010 10:20 AM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** PAT MILLIKEN FORD  
**Requesting Dealer/Fleet:** PAT MILLIKEN FORD  
**Contact Person:** PAT LYONS  
**Title:** SERVICE DIRECTOR  
**Address:** 9600 TELEGRAPH RD  
**Telephone:** 313-255-3100  
**Email Address:** plyons@patmillikenford.com  
**PA Code:** 02741  
**Region:** DETROIT  
**City:** REDFORD  
**Dealer State:** MI  
**Fax Number:** 313-255-1027  
**WSD:** 10/23/2009  
**Vehicle Year:** 2010  
**Vehicle Model:** FUSION  
**Vehicle VIN:** 3FAHP0CG7AR [REDACTED]  
**Mileage:** 3356  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** FARMINGTON HILLS  
**State:** Michigan  
**Zip Code:** [REDACTED]

2/12/2010

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** G2 - Detroit

**Incident Involves:** Accident

**Date of Incident:** 02/08/2010

**County in which incident occurred:** WAYNE

**Is Alleging Defect:** Yes

**Alleging defect detail:** CUSTOMER ALLEGES WHEN COMING TO A STOP ON OUTER DRIVE NEAR ROTUNDA THE ENGINE IDLES RACED,CUSTOMER PUT VEHICLE INTO NEUTRAL AND THE ENGINE SPEED CONTINUED TO RACE AND HE STRUCK THE VEHICLE IN FRONT OF HIM

**Police Report Filed:** No

**Insurance Company Contacted:** N

**Insurance Company Contact Information:** ALLIED STANLEY AGENCY 313-581-7585

**Coach Builder State:** AK - Alaska

**Vehicle Location:** AT DEALER

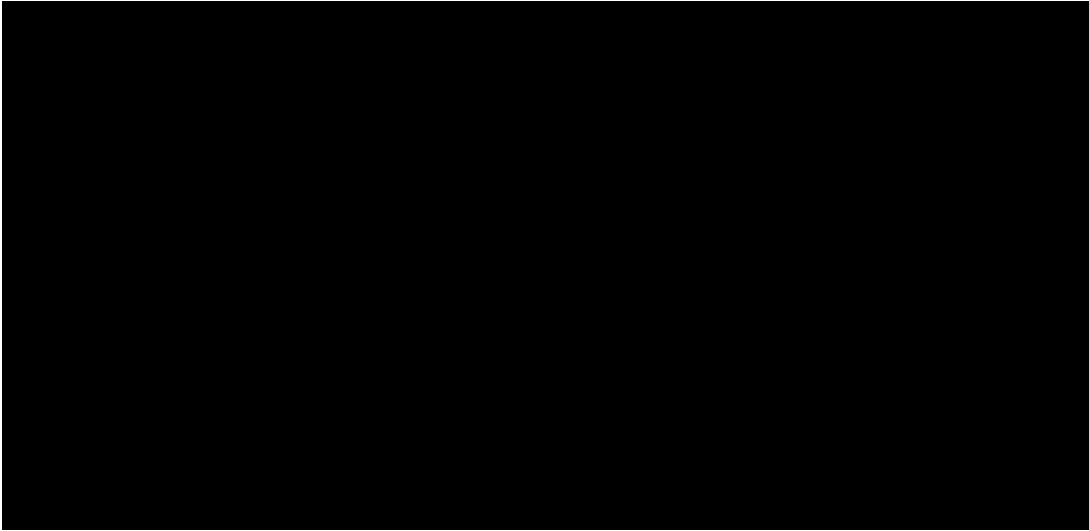
**Resolution Sought Detail:** CUSTOMER ALLEGES INTERMITTEN CONCERN ONLY HAPPENED 1 TIME.WANT VEHICLE REPAIRED DUE TO SAFETY CONCERN

**Comments:** VEHICLE CURRENTLY AT DEALER-WILL PERFORM SELF TEST TO SEE IF ANY CODES IN SYSTEM AND WAIT FOR A CONTACT FROM YOUR OFFICE.DAMAGE IS MINIMAL ON LOWER FRONT FACIA OF VEHICLE.CUSTOMER ALSO TOLD ME HE IS A RETIRED FORD EMPLOYEE, AND HAS 2 SONS THAT ARE FORD ENGINEERS THAT DRIVE FORD TRUCKS-AND THEY HAVE HAD THE SAME CONCERN WITH SUDDEN ACCELERATION OF THERE VEHICLES,

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

2/12/2010





[REDACTED]  
Staten Island, N.Y. [REDACTED]  
Telephone [REDACTED]

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

JUL 15 2010 SC

Attn: Alma Taylor, Product Claims

Re: 2010 Fusion,

In response to your letter dated June 23, 2010, the following items were requested:

Item #s:

1. **Description of incident** (Enclosed)
2. **Copy of police report** (Enclosed)
3. **Original color photograph's of vehicle:** Contact Geico Claims Adjuster: Joe Marciano: 917-418-1649 or 516-714-7338.
4. **Photograph's showing steering wheel, dashboard, and roof:** Contact Geico Claims Adjuster: Joe Marciano: 917-418-1649 or 516-714-7338.
5. **Show photograph's of scene:** At the intersection of Hylan Blvd and Walnut Street, Staten Island, N.Y. 10308
6. **Experts report/ photographs** Contact Geico Claims Adjuster: Joe Marciano: 917-418-1649 or 516-714-7338.
7. **Repair estimate and loss:** Contact Geico Claims Adjuster: Joe Marciano: 917-418-1649 or 516-714-7338.
8. **Service History:** The vehicle was only two days old with 48 miles at the time of the accident.
9. **Location and Date:** June 19<sup>th</sup>, on Hylan Blvd and Walnut Street.
10. **Vehicle ID#:** 3FAHPOHA9A[REDACTED], 2010 Ford Fusion
11. **Mileage:** 48 miles at time of the accident
12. **Defect:** Pedal accelerated on it's own.
13. **Repair of defect:** No
14. **After market modifications:** None
15. **Was engine running?** Yes
16. **Were keys in the ignition?** Yes
17. **Was vehicle purchased new?** Yes
18. **N/A**

19. **Location of vehicle:** A&B Collision Center, 231 Veterans Road West, Staten Island, NY 10309
20. **Was insurance company notified?** Yes. Contact Geico Claims Adjuster: Joe Marciano: 917-418-1649 or 516-714-7338
21. **What are you seeking from Ford?** It is obvious that this car is unpredictable and unsafe to drive. I feel that it is not only a danger to myself, but also to others. I do not have the confidence or security in the vehicle to get back behind the wheel. At this point, I would just like to return it.

The outcome of the events occurred were far less serious then one would expect from an accident of this magnitude. I could have lost my life, but more importantly taken several others. I think the response I received after my efforts to explain this to you lacked urgency, professionalism, and severity. I would have expected more than a simple questionnaire ten days after submitting my claim. I simply want to return the vehicle, and be dismissed of any previous obligation from Ford.

Your immediate response would be greatly appreciated,

[REDACTED]

Additional Contact:

[REDACTED] (Son)

[REDACTED]  
Staten Island, NY

Home: [REDACTED]

Cell: [REDACTED]



Item #1: Description of incident.

On the morning of June 19th, 2010, I was pulling into the parking lot of Andrew's Diner at approximately 9 AM, which is only two miles from my home. Moving very slowly, I had two or three feet to go in order to complete the park. When I slowly applied pressure to the accelerator, lightly tapping the pedal, the car immediately lunged forward. All within a few seconds, the car jumped the concrete parking bumper, hit both a parking meter and a parked car; and continued uncontrollably into oncoming traffic where I collided with another vehicle head-on. The car then decelerated and came to a halt.

POLICE ACCIDENT REPORT (NYC)  
MV-104AN (5/04)☐ **AMENDED REPORT**

Accident Date Month: <u>6</u> Day: <u>19</u> Year: <u>10</u>		Day of Week <u>SAT</u>		Military Time <u>0900</u>		No. of Vehicles <u>3</u>		No. Injured <u>0</u>		No. Killed <u>0</u>		Not Investigated at Scene? <input type="checkbox"/>		Left Scene? <input type="checkbox"/>		Police Photos? <input type="checkbox"/>	
Reconstructed? <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>															

VEHICLE 1 State of Lic. <u>NY</u> License ID Number <u>[REDACTED]</u> Driver Name - exactly as printed on license <u>[REDACTED]</u> Address (Include Number & Street) <u>[REDACTED]</u> City or Town <u>SD</u> State <u>NY</u> Zip Code <u>10312</u>												VEHICLE 2 State of Lic. <u>NY</u> License ID Number <u>[REDACTED]</u> Driver Name - exactly as printed on license <u>[REDACTED]</u> Address (Include Number & Street) <u>[REDACTED]</u> City or Town <u>SD</u> State <u>NY</u> Zip Code <u>10308</u>											
Sex <u>M</u> Unlicensed <input type="checkbox"/> No. of Occupants <u>1</u> Public Property Damaged <input type="checkbox"/>												Sex <u>M</u> Unlicensed <input type="checkbox"/> No. of Occupants <u>1</u> Public Property Damaged <input type="checkbox"/>											
Name - exactly as printed on registration <u>SHH</u> Date of Birth <u>[REDACTED]</u>												Name - exactly as printed on registration <u>Cribben, Rita, A</u> Date of Birth <u>[REDACTED]</u>											
Address (Include Number & Street) <u>[REDACTED]</u> Apt. No. <u>[REDACTED]</u> Released <input type="checkbox"/>												Address (Include Number & Street) <u>51 Perch Lake</u> Apt. No. <u>[REDACTED]</u> Released <input type="checkbox"/>											
City or Town <u>[REDACTED]</u> State <u>NY</u> Zip Code <u>[REDACTED]</u>												City or Town <u>SD</u> State <u>NY</u> Zip Code <u>10308</u>											
Plate Number <u>[REDACTED]</u> State of Reg <u>NY</u> Vehicle Year & Make <u>Ford</u> Vehicle Type <u>PAS F25</u> Ins. Code <u>[REDACTED]</u>												Plate Number <u>[REDACTED]</u> State of Reg <u>NY</u> Vehicle Year & Make <u>2010 Toyota</u> Vehicle Type <u>SUBARU</u> Ins. Code <u>[REDACTED]</u>											
Ticket/Accident Number(s) <u>[REDACTED]</u>												Ticket/Accident Number(s) <u>[REDACTED]</u>											
Violation Section(s) <u>[REDACTED]</u>												Violation Section(s) <u>[REDACTED]</u>											

Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.												Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.												Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.											
VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact <u>12</u> Box 2 - Most Damage <u>12</u> Enter up to three more Damage Codes <u>71 10 3</u>												VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact <u>3</u> Box 2 - Most Damage <u>3</u> Enter up to three more Damage Codes <u>2 1</u>												ACCIDENT DIAGRAM 											
Vehicle Towed <u>To</u>												Vehicle Towed <u>To</u>												Cost of repairs to any one vehicle will be more than \$1000. <input type="checkbox"/> Unknown/Unable to Determine <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											

Reference Marker Coordinates (if available) Latitude/Northing: _____ Longitude/Easting: _____												Place Where Accident Occurred: <input type="checkbox"/> BRONX <input type="checkbox"/> KINGS <input type="checkbox"/> NEW YORK <input type="checkbox"/> QUEENS <input checked="" type="checkbox"/> RICHMOND Road on which accident occurred <u>WALNUT AVE</u> at 1) intersecting street _____ or 2) _____ Feet _____ Miles _____ (Milepost, Nearest Intersecting Route Number or Street Name)											
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Accident Description/Officer's Notes <u>op 1 of veh 1 states he was entering lot &amp; gas pedal stuck unable to control vehicle hit meter, veh #2, and veh #3. op 3 of veh 3 states he was driving w/ 13 as light and veh #1 came out of lot and struck veh 3 head on.</u>											
--	--	--	--	--	--	--	--	--	--	--	--

ALL INVOLVED <table style="width:100%;"> <tr> <th>A</th><th>B</th><th>C</th><th>D</th><th>E</th><th>F</th><th>G</th><th>H</th><th>I</th><th>J</th><th>K</th><th>L</th><th>M</th><th>N</th><th>O</th><th>P</th><th>Q</th><th>R</th><th>S</th><th>T</th><th>U</th><th>V</th><th>W</th><th>X</th><th>Y</th><th>Z</th><th>AA</th><th>AB</th><th>AC</th><th>AD</th><th>AE</th><th>AF</th><th>AG</th><th>AH</th><th>AI</th><th>AJ</th><th>AK</th><th>AL</th><th>AM</th><th>AN</th><th>AO</th><th>AP</th><th>AQ</th><th>AR</th><th>AS</th><th>AT</th><th>AU</th><th>AV</th><th>AW</th><th>AX</th><th>AY</th><th>AZ</th><th>BA</th><th>BB</th><th>BC</th><th>BD</th><th>BE</th><th>BF</th><th>BG</th><th>BH</th><th>BI</th><th>BJ</th><th>BK</th><th>BL</th><th>BM</th><th>BN</th><th>BO</th><th>BP</th><th>BQ</th><th>BR</th><th>BS</th><th>BT</th><th>BU</th><th>BV</th><th>BW</th><th>BX</th><th>BY</th><th>BZ</th><th>CA</th><th>CB</th><th>CC</th><th>CD</th><th>CE</th><th>CF</th><th>CG</th><th>CH</th><th>CI</th><th>CJ</th><th>CK</th><th>CL</th><th>CM</th><th>CN</th><th>CO</th><th>CP</th><th>CQ</th><th>CR</th><th>CS</th><th>CT</th><th>CU</th><th>CV</th><th>CW</th><th>CX</th><th>CY</th><th>CZ</th><th>DA</th><th>DB</th><th>DC</th><th>DD</th><th>DE</th><th>DF</th><th>DG</th><th>DH</th><th>DI</th><th>DJ</th><th>DK</th><th>DL</th><th>DM</th><th>DN</th><th>DO</th><th>DP</th><th>DQ</th><th>DR</th><th>DS</th><th>DT</th><th>DU</th><th>DV</th><th>DW</th><th>DX</th><th>DY</th><th>DZ</th><th>EA</th><th>EB</th><th>EC</th><th>ED</th><th>EE</th><th>EF</th><th>EG</th><th>EH</th><th>EI</th><th>EJ</th><th>EK</th><th>EL</th><th>EM</th><th>EN</th><th>EO</th><th>EP</th><th>EQ</th><th>ER</th><th>ES</th><th>ET</th><th>EU</th><th>EV</th><th>EW</th><th>EX</th><th>EY</th><th>EZ</th><th>FA</th><th>FB</th><th>FC</th><th>FD</th><th>FE</th><th>FF</th><th>FG</th><th>FH</th><th>FI</th><th>FJ</th><th>FK</th><th>FL</th><th>FM</th><th>FN</th><th>FO</th><th>FP</th><th>FQ</th><th>FR</th><th>FS</th><th>FT</th><th>FU</th><th>FV</th><th>FW</th><th>FX</th><th>FY</th><th>FZ</th><th>GA</th><th>GB</th><th>GC</th><th>GD</th><th>GE</th><th>GF</th><th>GG</th><th>GH</th><th>GI</th><th>GJ</th><th>GK</th><th>GL</th><th>GM</th><th>GN</th><th>GO</th><th>GP</th><th>GQ</th><th>GR</th><th>GS</th><th>GT</th><th>GU</th><th>GV</th><th>GW</th><th>GX</th><th>GY</th><th>GZ</th><th>HA</th><th>HB</th><th>HC</th><th>HD</th><th>HE</th><th>HF</th><th>HG</th><th>HH</th><th>HI</th><th>HJ</th><th>HK</th><th>HL</th><th>HM</th><th>HN</th><th>HO</th><th>HP</th><th>HQ</th><th>HR</th><th>HS</th><th>HT</th><th>HU</th><th>HV</th><th>HW</th><th>HX</th><th>HY</th><th>HZ</th><th>IA</th><th>IB</th><th>IC</th><th>ID</th><th>IE</th><th>IF</th><th>IG</th><th>IH</th><th>II</th><th>IJ</th><th>IK</th><th>IL</th><th>IM</th><th>IN</th><th>IO</th><th>IP</th><th>IQ</th><th>IR</th><th>IS</th><th>IT</th><th>IU</th><th>IV</th><th>IW</th><th>IX</th><th>IY</th><th>IZ</th><th>JA</th><th>JB</th><th>JC</th><th>JD</th><th>JE</th><th>JF</th><th>JG</th><th>JH</th><th>JI</th><th>JJ</th><th>JK</th><th>JL</th><th>JM</th><th>JN</th><th>JO</th><th>JP</th><th>JQ</th><th>JR</th><th>JS</th><th>JT</th><th>JU</th><th>JV</th><th>JW</th><th>JX</th><th>JY</th><th>JZ</th><th>KA</th><th>KB</th><th>KC</th><th>KD</th><th>KE</th><th>KF</th><th>KG</th><th>KH</th><th>KI</th><th>KJ&lt;/</th></tr></table>												A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	JJ	JK	JL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ</
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	JJ	JK	JL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ</												



ITEM #3(2)

First		M.I.	D Last Name		First	M.I.	
Address			Address				
Date of Birth Month    Day    Year		Telephone (Area Code) (    )		Date of Birth Month    Day    Year		Telephone (Area Code) (    )	
B Last Name		First	M.I.	E Last Name		First	M.I.
Address			Address				
Date of Birth Month    Day    Year		Telephone (Area Code) (    )		Date of Birth Month    Day    Year		Telephone (Area Code) (    )	
C Last Name		First	M.I.	Highway Dist. at Scene? <input type="checkbox"/> Yes <input type="checkbox"/> No Name:			
Address							
Date of Birth Month    Day    Year		Telephone (Area Code) (    )		Shield No.			

ENTER INSURANCE POLICY NUMBER FROM INSURANCE IDENTIFICATION CARD, EXPIRATION DATE (IN ALL CASES), AND VIN.

Vehicle No. 1	<div style="background-color: black; width: 150px; height: 1.2em; display: inline-block;"></div>	Vehicle No. 2	<div style="background-color: black; width: 150px; height: 1.2em; display: inline-block;"></div>
Expiration Date	10-03-10	Expiration Date	09-03-19
VIN	3FAHP0HA9AR <div style="background-color: black; width: 50px; height: 1.2em; display: inline-block;"></div>	VIN	4T3B/K3B32AU <div style="background-color: black; width: 50px; height: 1.2em; display: inline-block;"></div>

WITNESS (Attach separate sheet, if necessary)

Name	Address	Phone

**DUPLICATE COPY REQUIRED FOR:**

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Dept. of Motor Vehicles<br>(if anyone is killed/injured) | <input type="checkbox"/> Motor Transport Division<br>(P.D. vehicle involved)   | <input type="checkbox"/> NYC Taxi & Limousine Comm.<br>(if a Licensed taxi or limousine involved) | <input type="checkbox"/> Other City Agency<br>(Specify) _____ |
| <input type="checkbox"/> Office of Comptroller<br>(if a City vehicle involved)    | <input type="checkbox"/> Personnel Safety Unit<br>(if a P.D. vehicle involved) | <input type="checkbox"/> Highway Unit _____   |   |

**NOTIFICATIONS:** (Enter name, address, and relationship of friend or relative notified. If aided person is unidentified, list Missing Person Squad member who was notified. In either case, give date and time of notification.)

PROPERTY DAMAGED (other than vehicles)	OWNER OF PROPERTY (include city agency, where applicable)

**IF NYPD VEHICLE IS INVOLVED:**

Police Vehicle-Operator's First Name		Last Name		Rank	Shield No.	Tax ID No.	Command
Make of Vehicle	Year	Type of Vehicle	Plate No.		Dept. Vehicle No.	Assigned To What Command	
Equipment in Use At Time of Accident: <input type="checkbox"/> Siren <input type="checkbox"/> Horn <input type="checkbox"/> Turret Light <input type="checkbox"/> 4-Way Flasher <input type="checkbox"/> High-Level Warning Lights <input type="checkbox"/> Traffic Cones <input type="checkbox"/> Headlights							

**ACTIONS OF POLICE VEHICLE**

- |  |   |
|--|---|
| <input type="checkbox"/> Responding to Code Signal _____ | <input type="checkbox"/> Complying with Station House Directive |
| <input type="checkbox"/> Pursuing Violator               | <input type="checkbox"/> Routine Patrol                         |
| <input type="checkbox"/> Other (Describe) _____          |   |

MV-104AN (5/04)



BEGINNING OF CONTACT  
06/22/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.09

REGION: N1 NEW YORK	OGC ISSUE	CASE NBR:	[REDACTED]
VIN: 3FAHP0HA9AR [REDACTED]	ZONE: A03	OPENED:	06/21/2010
	ENGINE: A	CLOSED:	06/21/2010
	VEH TYPE: C		
LAST NAME: [REDACTED]		STATUS:	CLOSED
TITLE: MR	FIRST NAME: [REDACTED]	MI:	V
ADDRESS: [REDACTED]			
CITY: STATEN ISLAND	STATE: NY	ZIP:	[REDACTED]
HOME PHONE: [REDACTED]			
MODEL YEAR: 2010	MODEL:		FUSION SE 4-DR SEDAN
MILEAGE: 40			
DEALER NAME: DANA FORD LINCOLN M	SALES CODE: F13301	P & A:	11251
REASON CODE: 0772 LEGAL - ACCIDENT			
SYMPTOMS: 624100 ACCELERATOR PEDAL STICK/BIND			
ORIGIN: CACI38	- US CONCERN CASE BASE	COMMUNICATION:	PHONE
ACTION: 791	- ADVISE CUSTOMER INFO WILL BE SENT TO OGC		
DOCUMENT:	ANALYST: CHAMMEL HAMMEL, CALEB		

DATE: 06/21/2010 TIME: 16.02.48:  
ACTION DATA/COMMENTS:

FIRE / ACCIDENT  
CUSTOMER SAID: -ACCIDENT OCCURED ON 6/18/2010-ALLEGING THE ACCELERATOR PEDAL STUCK DOWN. NO INJURIES. VEHICLE IS CURRENTLY AT A&B COLLISION-A POLICE REPORT WAS FILED WITH THE 122 PRECINT ON STATEN ISLAND-DID SPEAK WITH HIS INSURANCE BUT CANCELLED THE CLAIM ON IT-VEHICLE IS NOT BEING REPAIRED AT THE MOMENT SINCE THE CLAIM WAS STOPPED-CUSTOMER WANTS FORD TO PAY BACK ALL OF THE MONEY HE PAID INTO THE VEHICLE AND PAY IT OFF. DEALER SAID: DANA FORD LINCOLN MERCURY 266 WEST SERVICE ROAD STATEN ISLAND, NY 10314 TEL: (718) 983-8700. CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-ADVISED ABOVE

CONSUMER AFFAIRS

06/22/2010 FAX OGC2





## Service of Process Transmittal

09/12/2011

CT Log Number 519134055



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

**RE:** **Process Served in Michigan**

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

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

**TITLE OF ACTION:** [REDACTED] and [REDACTED] Pltfs. vs. Ford Motor Company, etc. and Crown Motors Limited, etc., DfTs.

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

**COURT/AGENCY:** 58th District Court, Ottawa County, MI  
Case # HL115703GC

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - Failure to repair and/or correct defects - Pertaining to a 2009 Ford Escape, VIN 1FMCU94G89H [REDACTED] Seeking a Declaratory Judgment and Revocation of Acceptance

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Bingham Farms, MI

**DATE AND HOUR OF SERVICE:** By Certified Mail on 09/12/2011 postmarked on 09/09/2011

**JURISDICTION SERVED:** Michigan

**APPEARANCE OR ANSWER DUE:** Within 28 days

**ATTORNEY(S) / SENDER(S):** Troy T. Gorman  
Gorman Law Group, P.C.  
162 E. Main Street  
Northville, MI 48167  
248-544-8000

**REMARKS:** Please note: Even though the Summons shows the intended party as Ford Motor Company, Inc., the Complaint directs service and is taken for Ford Motor Company.

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight, 795177083889  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** The Corporation Company  
**PER:** Stephanie Hendrickson  
**ADDRESS:** 30600 Telegraph Road  
Suite 2345  
Bingham Farms, MI 48025-5720  
**TELEPHONE:** 248-646-9033

09C 117 2011SEP13 PM 03:23

Page 1 of 1 / JS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided for 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.



Approved: SCAO

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

<b>STATE OF MICHIGAN</b> 58TH JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	<b>SUMMONS AND COMPLAINT</b>	<b>CASE NO.</b> [REDACTED] <b>HON BRADLEY KNOLL</b>
--	------------------------------	---

Court address: 85 W. 8th Street Holland, MI 49423 Court telephone no. (616) 392-8991

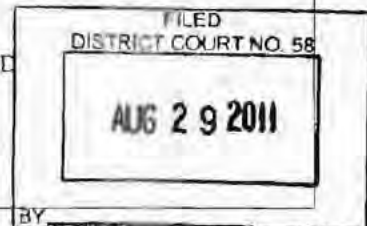
Plaintiff's name(s), address(es), and telephone no(s):  
 [REDACTED]

Plaintiff's attorney, bar no., address, and telephone no:  
**TROY T. GORMAN** P-59185  
 162 E. Main Street  
 Northville, MI 48167  
 (248) 544-8000

v

Defendant's name(s), address(es), and telephone no(s):  
**FORD MOTOR COMPANY, INC.**  
 c/o The Corporation Company  
 30600 Telegraph Road, Suite 2345  
 Bingham Farms, MI 48025

**CROWN MOTORS LIMITED**  
 196 Regent Blvd.  
 Holland, MI 49423  
 (616) 396-5268



**SUMMONS NOTICE TO THE DEFENDANT.** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued <b>8-29-11</b>	This summons expires <b>11-28-11</b>	Court clerk <b>CV BY JEANNE WATERWAY</b>
--------------------------	---	---

\*This summons is invalid unless served on or before its expiration date.  
This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action \_\_\_\_\_ remains \_\_\_\_\_ is no longer \_\_\_\_\_ pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

**General Civil Cases**

☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint. A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action \_\_\_\_\_ remains \_\_\_\_\_ is no longer \_\_\_\_\_ pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

**VENUE**

Plaintiff(s) residence (include city, township, or village) <b>Benton Harbor, Michigan</b>	Defendant(s) residence (include city, township, or village) <b>Dearborn (Ford); Holland (Crown)</b>
Place where action arose or business conducted <b>Holland, Allegan County, Michigan</b>	

08/01/2011

Date

If you require special accommodation to fully participate in court proceedings, please contact the court.



\*11005703GC\*

*[Signature]*  
Signature of attorney/plaintiff

isability or if you require a foreign language interpreter to help immediately to make arrangements.

MC 01 (3/08) **SUMMONS AND COMPLAINT** MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)

STATE OF MICHIGAN  
IN THE 58<sup>TH</sup> JUDICIAL DISTRICT COURT

Plaintiffs,

v

CASE NO.: 11-      -GC  
HON.

**FORD MOTOR COMPANY**, a Delaware Corporation  
and **CROWN MOTORS LIMITED**,  
a Michigan Corporation, Jointly and Severally,

Defendants.

---

**GORMAN LAW GROUP, P.C.**  
TROY T. GORMAN P-59185  
Attorneys for Plaintiff  
162 E. Main Street  
Northville, MI 48167  
(248) 544-8000

---

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

**COMPLAINT AND JURY DEMAND**

NOW COMES the Plaintiffs, by and through Plaintiffs' attorneys, **GORMAN LAW GROUP, P.C.**, who complains against the above named Defendants as follows:

I      Plaintiffs are residents of the City of Benton Harbor, Berrien County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford vehicles and related equipment, with its registered office in the City of Bingham Farms, Oakland County, Michigan, and with its principal place of business in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Crown Motors Limited (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Holland, Allegan County, Michigan.

4. On or about May 04, 2011, Plaintiffs purchased a 2009 Ford Escape, VIN 1FMCU94G89K [REDACTED] (hereinafter referred to as "2009 Escape"), from the Seller which was manufactured by the Manufacturer (Defendants have a copy of the Application for Michigan Title and other documents relevant to the sale of the subject vehicle).

5. Along with the sale of the 2009 Escape, Plaintiffs received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties and service contract from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiffs have taken the 2009 Escape to the Manufacturer's authorized agents/dealers, including Seller, on at least ten (10) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiffs' 2009 Escape include the following:

**GORMAN LAW GROUP, P.C.**



<u>Date</u>	<u>Mileage</u>	<u>RO #</u>	<u>Complaint and Diagnosis</u>
04/19/11	9,813	24016	<b><u>ENGINE DEFECT:</u></b> EEC test no codes. Check for hesitation RR right intermediate shaft seal. Fill fluid and replaced seal
04/25/11	9,884	24233	<b><u>ENGINE DEFECT:</u></b> Cleaned PTU and retest ok, replaced seal between PTU and Transmission; EEC test no codes present reset KAM and relearned adaptive strategy;
05/11/11	10,140	24908	<b><u>ENGINE DEFECT:</u></b> Diagnosis leak and RF R PTU and replaced intermediate shaft seal and retest
06/17/11	11,345	120069	<b><u>ENGINE DEFECT:</u></b> Would not start (Check battery and charging system. Unable to duplicate concern. Battery tested good and charging system ok. No draw on vehicle at this time)
06/20/11	11,385	33966	<b><u>ENGINE DEFECT:</u></b> When started Saturday, vehicle started then stalled and would only crank, not start. This has happened a couple of times. When would not start, let sit then will start. When happens only cranks has tried both keys. Diagnose & advise – PCM power relay faulty EEC test KOEC P0690, P0512. EEC relay warm. Install new PCM power relay. CK C-104 & 109 per SSM 21631 ok. Perform pinpoint test at B8 B9 B10 B12. Clear codes, run KOEO and KOER pass no problem found per B12 test of now
07/18/11	13,447	34867	<b><u>ENGINE DEFECT:</u></b> Can smell something burning. On Weds vehicle stalled when coming to a stop. Also once when turning and acted like was stalling and restarting when driving. On Thurs vehicle stalled while driving 55 mph. It did restart but felt like was running rough. On Fri vehicle stalled 4-5 times and was hard to get restarted. Had a very hard time getting home with vehicle. (Diagnosed concern. EEC test codes U1019 P025a P0690. Clear codes and retest. Trace to intermittent fault in fuel pump driver module. Installed new driver module and retest)

**GORMAN LAW GROUP, P.C.**

<u>Date</u>	<u>Mileage</u>	<u>RO #</u>	<u>Complaint and Diagnosis</u>
07/20/11	13,490	34997	<b><u>ENGINE DEFECT:</u></b> Vehicle stalled again and would not restart. Same issue as before (Diagnosed concern. EEC test – U0190 P025A P0690. Perform fuel pressure test-pass. Road test vehicle ok. Contact hotline for assistance – recommended replacing fuel pump. Installed new fuel pump and inspected harness for chafing – none found. Cleared codes and road test ok)
07/22/11	13,497	35055	<b><u>BRAKE DEFECT:</u></b> When driving at slow speeds and braking, hears a rubbing noise from left rear wheel area. Diagnose and advise (Test drove several different types of stops, no abnormal noise heard)
07/25/11	13,677	120866	<b><u>ENGINE DEFECT:</u></b> Vehicle cranks but won't start (erratic). (Was able to duplicate concern one time. Cleaned grounds 104 & 109 per SSM 21631. Unable to duplicate concern again. Test drove several days)

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiffs seek judgment against Defendants, together with equitable relief. In addition, Plaintiffs seek damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

### **COUNT I** **BREACH OF EXPRESS WARRANTY**

9. Plaintiffs incorporate herein by reference each and every allegation contained in

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Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiffs are "buyers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

11. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

12. The 2009 Escape constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

13. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

14. Plaintiffs' purchase of the 2009 Escape was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiffs relied, between Plaintiffs and Manufacturer/Seller for its sale of the 2009 Escape.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2009 Escape free of charge to Plaintiffs under specific terms as stated in the express warranty.

16. In fact, Plaintiffs discovered the 2009 Escape had defects and problems after Plaintiffs purchased said vehicle as discussed above.

17. Plaintiffs notified Manufacturer and Seller of the aforementioned defects.

18. Plaintiffs have provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2009 Escape.

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19. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty.

20. The Manufacturer and Seller have failed to adequately repair the 2009 Escape and/or have not repaired the 2009 Escape in a timely fashion, and the 2009 Escape remains in a defective condition.

21. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the 2009 Escape defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

22. The 2009 Escape continues to contain defects which substantially impair the value of the automobile to the Plaintiffs.

23. These defects could not reasonably have been discovered by the Plaintiffs prior to Plaintiffs' acceptance of the 2009 Escape.

24. The Manufacturer and Seller induced Plaintiffs' acceptance of the 2009 Escape by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

25. As a result of its many defects, the Plaintiffs have lost faith and confidence in the 2009 Escape and the Plaintiffs cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the

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alternative, Plaintiffs allege that as of the date of revocation, the 2009 Escape was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiffs are entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer and Seller have refused Plaintiffs' demands and have refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled pursuant to MCLA 440.2313; MSA 19.2313; and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiffs for the 2009 Escape;
- C. For incidental, consequential and actual damages;
- D. For costs, interest and actual attorneys' fees; and
- E. For such other relief this Court deems appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

28. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

29. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

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30. The 2009 Escape was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiffs.

31. The 2009 Escape was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2009 Escape unmerchantable.

33. The manufacturer and Seller failed to adequately remedy the defects in the 2009 Escape; and the 2009 Escape continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiffs for the 2009 Escape;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

### **COUNT III**

### **REVOCATION OF ACCEPTANCE**

34. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

35. Plaintiffs accepted the 2009 Escape without discovering the above defects due to the

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fact Plaintiffs were reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

36. In the alternative, Plaintiffs reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

37. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

38. The nonconformities substantially impaired the value of the 2009 Escape to the Plaintiffs.

39. Plaintiffs previously notified Manufacturer and Seller of the nonconformities and Plaintiffs' intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of the purchase price for the 2009 Escape and out-of-pocket expenses.

40. Manufacturer and Seller have nevertheless refused to accept return of the 2009 Escape and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiffs, and Defendants are thus put on notice that Plaintiffs are entitled to and may sell the goods in a commercially reasonable manner per the U.C.C.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiffs for the 2009 Escape;
- C. For consequential, incidental and actual damages;

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- D. Costs, interest and actual attorneys' fees; and
- E. Such other relief this Court deems appropriate.

**COUNT IV**  
**BREACH OF WRITTEN WARRANTY AND SERVICE CONTRACT UNDER**  
**MAGNUSON-MOSS WARRANTY ACT**

41. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully restated and realleged.

42. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

43. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

44. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

45. The 2009 Escape is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

46. The 2009 Escape was manufactured, sold and purchased after July 4, 1975.

47. The express warranty given by the Manufacturer pertaining to the 2009 Escape is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

48. The service contract, given by the Manufacturer pertaining to the 2009 Escape, is a "service contract" as defined in the Warranty Act, 15 USC 2301(8).

49. The Seller is an authorized dealership/agent for the Manufacturer designated to perform repairs on vehicles under the Manufacturer's automobile warranties.

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50. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty and service contract, constitute a breach of the written warranty and service contract by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiffs pray for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiffs for the 2009 Escape;
- C. For consequential, incidental and actual damages;
- D. For costs, interest and actual attorneys' fees; and
- E. Such other relief this Court deems appropriate.

**COUNT V**  
**BREACH OF IMPLIED WARRANTY UNDER**  
**MAGNUSON-MOSS WARRANTY ACT**

51. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 50 as though herein fully stated and realleged.

52. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiffs pray for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;

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- B. For a refund of the purchase price paid by Plaintiffs for the 2009 Escape;
- C. For consequential, incidental and actual damages;
- D. For costs, interest and actual attorneys' fees; and
- E. Such other relief this Court deems appropriate.

**COUNT VI**  
**VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**  
**MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.**

53. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 52 as though herein fully restated and realleged.

54. Plaintiffs are "persons" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

55. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA 445.902(d).

56. The Manufacturer and Seller have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:

(a) The Manufacturer and Seller represented to Plaintiffs the 2009 Escape and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have;

(b) The Manufacturer and Seller represented to Plaintiffs the 2009 Escape and the warranty thereof were of a particular quality and standard and they were not;

(c) If Plaintiffs allegedly waived a right, benefit, or immunity provided by law in purchasing the 2009 Escape, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiffs have not specifically consented to such waiver;

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(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiffs' down payment and other payments made by Plaintiffs on the 2009 Escape;

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiffs and written agreements covering the same transaction relative to the 2009 Escape and the Manufacturer failed to provide the promised benefits to Plaintiffs with regard thereto;

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiffs reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2009 Escape to be other than they actually were;

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiffs reasonably believed that the represented or suggested service to the 2009 Escape to be other than it actually was; and

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiffs with regard to the sale of the 2009 Escape to Plaintiffs.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

57. The Plaintiffs have suffered loss and damages as a result of the aforesaid violations of

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the Consumer Protection Act.

WHEREFORE, Plaintiffs pray this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiffs have incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

**COUNT VII**  
**VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT**  
**MCLA 257.1301, ET SEQ.**

58. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 57 as though fully restated and realleged.

59. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g).

60. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

61. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which Tends to mislead or deceive the Plaintiffs and which facts could not reasonably be known by Plaintiffs;

(b) Allowing Plaintiffs to sign an acknowledgement, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance;

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when the Seller, knows or had reason to know that the statement is not true;

(c) Failing to promptly restore to the Plaintiffs entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the 2009 Escape to the Plaintiffs to give a written statement of repairs to the Plaintiffs which discloses:

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and;

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

62. As a result of the Seller's actions Plaintiffs have suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiffs pray for a judgment against the Seller in an amount to be determined by the trier of fact, but not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

**COUNT VIII**  
**BREACH OF CONTRACT**

63. Plaintiffs incorporate herein by reference each and every allegation contained in

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Paragraphs 1 through 62 as though herein fully restated and realleged.

64. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2009 Escape to Plaintiffs. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

65. The written limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2009 Escape, and the service contract, given by the Seller and Manufacturer, created a contractual relationship between the Manufacturer/Seller and Plaintiffs.

66. The Manufacturer and Seller have breached the written limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

67. The Manufacturer and Seller have breached the service contract in that they have failed to repair, replace or adjust defective parts and components and otherwise maintain the 2009 Escape under the provisions of the service contract and within a reasonable time.

WHEREFORE, Plaintiffs pray for judgment against all Defendants:

A. Damages incurred by Plaintiffs created by Defendants' breach of contract, including all monies paid for the purchase of the 2009 Escape;

B. For return of an amount equal to Plaintiffs' downpayment and all payments made by Plaintiffs to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

D. For costs and expenses, interest, and actual attorneys' fees; and

E. Such other relief this Court deems appropriate.

**COUNT IX**  
**VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;**  
**MCL 257.1401 ET SEQ; MSA 9.2705**

68. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 67 as though herein fully restated and realleged.

69. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

70. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

71. The 2009 Escape is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

72. The 2009 Escape is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

73. The express warranty given by Manufacturer, covering the 2009 Escape is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

74. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

75. Plaintiffs' 2009 Escape has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiffs.

76. After notifying Manufacturer of the aforementioned defects following the third repair



attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

77. Manufacturer's attempted repair was unsuccessful as the 2009 Escape continues to manifest the aforementioned defects, and/or the requested final repair opportunity was refused by Manufacturer.

78. The aforementioned defects substantially impair the use or value of the 2009 Escape to the Plaintiffs and/or prevent the 2009 Escape from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiffs pray for the following relief:

A. Replacement of the 2009 Escape with a comparable replacement motor vehicle currently in production and acceptable to Plaintiffs; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiffs the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiffs' use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiffs are entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

F. For such other and further relief as may be justified in this action.

**JURY DEMAND**

Plaintiffs demand trial by jury on all issues triable as such.

Respectfully submitted,

**GORMAN LAW GROUP, P.C.**

By: 

**TROY T. GORMAN P-59185**

Attorney for Plaintiffs

162 E. Main Street

Northville, MI 48167

(248) 544-8000

Dated: August 11, 2011

# EXHIBIT A

EXHIBIT A



Purchase Date **06/04/2011**

68999

Delivery Date **06/04/2011**

L1H2Q3A

Dealer **CROWN MOTORS LIMITED**Address **196 REGENT BLVD**

8484

City **HOLLAND**County **ALLEGAN**State **MICHIGAN**Zip Code **49423**Dealer License **A-1039**

Sales Tax License

Phone Number

**616-396-5268**Vehicle Sold New ☐ Used ☒ Demo ☐ Trade-In Yes ☐ No ☒Trade-In Year **N/A**

Make

Vehicle No.



06/04/11

## VEHICLE USE AND HISTORY DISCLOSURE

- ☐ POLICE VEHICLE ☐ VEHICLE HAS BEEN FLOOD-DAMAGED  
☐ GOVERNMENT VEHICLE ☐ SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED  
☐ TAXI ☐

## ODOMETER MILEAGE

The following section shall be completed when odometer  
 disclosures are required for odometer mileage readings must  
 match the mileage reading disclosed to the purchaser on the  
 title and/or mileage statement.

**10305**

NO TENTHS

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

Factory Installed Accessories

☒ Factory List Affixed To VehicleDealer Installed Accessories  
When Optional to Purchaser

REMARKS:

## CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES 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.

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

AGENT

Dealers Signature

Title

## PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify my driver's license is not suspended, revoked,  
 or annulled and I am eligible to purchase or register this vehicle. I further certify that if a tax exemption is shown above it is valid.

06/04/11

06/04/11

PURCHASER'S NOTE

CLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE RE

ATTN: AT 1-800-292-3104

FOR CREDIT PURPOSES ONLY

RD-108 12/02

Expires On	Month	Day	Year	Months	<input checked="" type="checkbox"/> NEW PLATE <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/> TRANSFER
------------	-------	-----	------	--------	---

Year	Make	Body Style	Code	County
2009	FORD	SH	01	11

Vehicle No.	Fee Category/Weight	License Fee
1FHCU94689K	27	120.00

County of Residence	Title Late Fee
BERKLEN	N/A

County of Residence	Tax
BERKLEN	1319.40

Reg. Transfer Fee
8.00

Total - Transfer to #A
1462.40

Full Rights to Survivor
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Insurance Company	Policy No. or Binder No.
-------------------	--------------------------

First Secured Interest	Filing Date
	04 JUN 2011

Address

City/State/Zip

Second Secured Interest	Filing Date

Address

City/State/Zip

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)	21800.00
--	----------

2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)	190.00
---	--------

3. TOTAL TAXABLE PRICE	21990.00
------------------------	----------

4. (Above total) SALES TAX - LICENSE - TITLE	1462.40
--	---------

5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)	N/A
--	-----

6. TOTAL DELIVERED PRICE	23452.40
--------------------------	----------

7. CASH ON DEPOSIT	N/A
--------------------	-----

8. CASH DUE ON DELIVERY	23452.40
-------------------------	----------

9. TRADE-IN	N/A
-------------	-----

10. LESS LIEN	N/A
---------------	-----

11. TOTAL DOWN PAYMENT	23452.40
------------------------	----------

12. UNPAID BALANCE TO BE FINANCED	N/A
-----------------------------------	-----

13. INSURANCE CHARGE	N/A
----------------------	-----

14. TOTAL AMOUNT OF FINANCE CONTRACT	N/A
--------------------------------------	-----

## TYPE OF INSURANCE

WARNING: This insurance is not PUPD No Fault Insurance required by Michigan Law

- ☐ CREDIT LIFE ☒ HEALTH ACCIDENT  
☐ GAP INSURANCE ☒

Temporary Registration	Temporary Filing Charge
BELO, BRIAN	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Selfperson

Date	X
Date	X
Date	X

Date	X
Date	X
Date	X

Signature

Signature

Signature

Signature



# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Ford	Escape	2009	1FMCU94G89K
VEHICLE MAKE	MODEL	YEAR	VIN NUMBER

11H303A

DEALER STOCK NUMBER (OPTIONAL)

WARRANTIES FOR THIS VEHICLE:



## AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



## WARRANTY

☐ FULL ☒ LIMITED WARRANTY. The dealer will pay 100% of the labor and 100% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of the warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

BALANCE OF FACTORY WARRANTY

MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not yet expired on this vehicle. Consult the manufacturer's warranty booklet for details as to warranty coverage, service location, etc.

The dealership itself assumes no responsibility for any repairs regardless of any oral statement about the vehicle. All warranty coverage comes from unexpired manufacturer's warranty.

☒ SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

# **EXHIBIT B**

**EXHIBIT B**



[Print Page Click Here](#)

OASIS  
RESULT: 1FMCU94G89K USA: EN-US

20-JULY-  
2011 / 16:28:54 / FCXWS447

**• VEHICLE INFORMATION**

VEHICLE DESCRIPTION: 2009 ESCAPE BODY STYLE: 4 DR LIMITED MPV 4X4 ENGINE: 3.0L V6  
TRANSMISSION: 6 SPEED AUTO 6F MID AXLE CODE: 96 ENGINE CALIBRATION: 9M71A30A  
PAINT COLOR: SANGRIA RED RADIO: AM/FM STRO/CD CHANGER/CLK GROSS VEHICLE WEIGHT: 4680 LB. GVW  
AXLE RATIO: 2.93 FINAL DRIVE RATIO WHEEL SIZE: 17 X 7 CHROME CLAD FRONT TIRE: P225/65 R17 BSW A/S STEEL WHL  
SYNC VERSION: V2 VHR ACTIVATED: Y

**• WARNING MESSAGES**

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

**• ACCURATE REPAIR NOTIFICATIONS**

ATTENTION TECHNICIANS AND SERVICE MANAGERS:  
IF DTC P0011 012 021 OR 022 ARE PRESENT USE 11-05-20

**• GENERAL WARRANTY INFORMATION****New Vehicle Base Warranty**

WARRANTY START DATE: 21-MARCH-2009 BUILD DATE: 26-JANUARY-2009 SALE MILEAGE

**• OUTSTANDING FIELD SERVICE ACTIONS**

NO CAMPAIGN MESSAGE(S) FOUND

**• EXTENDED COVERAGES**

NO ESP INFORMATION AVAILABLE

**• WARRANTY REPAIR HISTORY**

20-JUNE-2011

DEALER: Siemens Ford, Inc.

WARRANTY CLAIM NUMBER

ODOMETER: 011385M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8T2Z 14N089A	RELAY ASSY	001	12650D	42	DOES NOT OPERATE PROPERLY
		000	12650DX1		
		000	12650D7		
		000	12650D45		
		000	12650D80		

DIAG & ADV- PCM POWER RELAY FAULTY EEC TEST KOEC P0690, P0512 EEC RELAY WA RM INSTALL NEW PCM POWER RELAY CK C-104 & 109 PER SSM 21631 OK  
PERFORM PINPO INT TEST AT B8 B9 B10 B12 CLEAR CODES RUN KOEO AND KOER  
PASS NO PROBLEM FOUND PER B12 TEST OK NOW

11-MAY-2011

<http://www.vrep.fordtechservice.dealerconnection.com/vdirs/oasis/o...> 7/20/2011

DEALER: R E Barber Ford Inc

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 010140M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
AL8Z 7H424A	SEAL - PTO LINK SHAF	001	7000E	D8	FAILED GASKET/SEAL
9L8Z 1177C	SEAL ASY RR WHL BRG	001	7003B		
		000	7003B4		
		000	7003B6		

DIAGNOSIS LEAK AND RF R PTU AND REPLACED INTERMEDIATE SHAFT SEAL AND RETEST

25-APRIL-2011

DEALER: R E Barber Ford Inc

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 009884M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
9L8Z 1177C	SEAL ASY RR WHL BRG	001	7003B	D8	FAILED GASKET/SEAL
		000	7003B6		

CLEANED PTU AND RETEST OK REPLACED SEAL BETWEEN PTU AND TRANS

25-APRIL-2011

DEALER: R E Barber Ford Inc

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 009884M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
7000	TRANSMISSION ASY-AUT	000	7000F	42	DOES NOT OPERATE PROPERLY
		000	7000F45		

EEC TEST NO CODES PRESENT RESET KAM AND RELEARNED ADAPTIVE STRATEGY

19-APRIL-2011

DEALER: R E Barber Ford Inc

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 009813M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
AL8Z 7H424A	SEAL - PTO LINK SHAF	001	7000F45	D8	FAILED GASKET/SEAL
9L8Z 1177C	SEAL ASY RR WHL BRG	001	7003B		

<http://www.vrep.fordtechservice.dealerconnection.com/vdirs/oasis/o...> 7/20/2011

XT 10QLVC

008

7003B6

EEC TEST NO CODES. CHECK FOR HESITATION R R RIGHT INTERMEDIATE SHAFT  
SEAL. FILL FLUID AND REPLACED SEAL

[Click Here for Full Warranty  
History](#)

| On-line 1878

END OF OASIS REPORT FOR 1FMCU94G89K [REDACTED]

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LINCOLN

## WOODHAMS FORD LINCOLN

Phone: (269) 637-2137  
Toll Free: (866) 637-2137  
1111 LaGrange St.  
South Haven, Michigan 49090  
www.woodhamsford.com

## SERVICE INVOICE

12 MONTH/12,000 MILE WARRANTY ON DEALER INSTALLED FORD PARTS

## CUSTOMER COPY

CUST# 13342

RO# C120069 PG 1  
START 6/17/11 09:21  
BILLED 6/17/11 09:51  
PO#  
WRITER SKR  
APPROVAL SKR

BENTON HARBOR MI

PHONE: HOME

OWNER 13342 UNIT# 2009 FORD ESCAPE LIM CURR MI 11,345.0  
VIN: 1FMCU94G8 ENGINE: 3.0 6 CYL

LIST UNIT PRC EXT PRICE

(C) 1. CONCERN: WOULD NOT START.  
CHECK BATTERY AND CHARGING SYSTEM.  
CORRECTION: UNABLE TO DUPLICATE CONCERN. BATTERY TESTED GOOD AND  
CHARGING SYSTEM OK, NO DRAW ON VEHICLE AT THIS TIME.

LABOR:

TOTAL LABOR .00  
TOTAL PARTS .00  
REPAIR ORDER TOTAL .00

CREDIT CARD ☐ CASH ☐ CHECK ☐

ORIGINAL ESTIMATE				AUTHORIZED ADDITIONS	DATE	TIME
PARTS	LABOR	TOTAL	HRS.			
				BY		
REPAIRS PROPERLY COMPLETED AND CHECKED BY						
AUTHORIZED REPRESENTATIVE						
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE						
ALL PARTS REMOVED WILL BE RETURNED UNLESS INSTRUCTED OTHERWISE						

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 the vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employee 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.

X

☐ SAVE ☐ DISCARD



8961 Red Arrow Highway - PO Box 768  
Bridgman, Michigan 49106

269-465-5344 or 269-925-3673

www.siemans.net



MI Repair Facility Registration Number: F104157



ROB

BENTON HARBOR MI		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		1FMCU94G89K		11385	06/22/11		
		YEAR	MAKE	MODEL	COLO	TAG NO.	
		09	FORD	ESCAPE LIM	RED	00423	
CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD DATE	SERV ADV.	TERMS
032570			-		00/00/00	80	CASH
CUST LABOR RATE	DELIV DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
	00/00/00		11382	06/20/11	03/21/09		

LINE	OP CODE	FAIL CT	TECH	HOURS/QT	TYPE	AMOUNT
A	Com CUSTOMER STATES WHEN STARTED SATURDAY VEHICLE STARTED THEN STALLED AND WOULD ONLY CRANK NOT START THIS HAS HAPPENED A COUPLE OF TIMES WHEN WOULD NOT START LET SIT THEN WILL START WHEN HAPPENS ONLY CRANKS HAS TRIED BOTH KEYS DIAGNOSE AND ADVISE					
Cau	PCM POWER RELAY FAULTY					
Cor	EEC TEST KOEC P0690 P0512 EEC RELAY WARM INSTALL NEW PCM POWER RELAY CHECK C-104&109 PER SSM 21631 OK PERFROM PINPOINT TEST AT B8 B9 B10 B12 CLEAR CODES RUN KOEO AND KOER PASS NO PROBLEM FOUND PER B12 TESTS					
10		A66		W		
	8T2Z 14N089 A RELAY			1	W	
Line Total.....						

Warranty Claim Type: F Authorization Code:  
A66 SURCH;JOEL M161369 LINE: A

TOTAL-CUSTOMER

NoCharge

CUSTOMER COPY - PAGE 01

<p>STATEMENT OF DISCLAIMER</p> <p>The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.</p> <p>CUSTOMER SIGNATURE</p>	<p>On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for 11 year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.</p> <p>(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)</p>
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MI Repair Facility Registration Number: F104157



ROB

BENTON HARBOR MI		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
		1FMCU94G89K		13447	07/19/11	
YEAR		MAKE		MODEL	COLOR	TAG NO.
09		FORD		ESCAPE LIM	RED	00149
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADM.
032570					01/26/09	80
CUST. LABOR RATE		DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE
		00/00/00		13441	07/18/11	03/21/09
3.0L V6/6 SPD AUTO						

LINE	OP. CODE	FAIL. CD	TECH.	HOURS/QTY	TYPE	AMOUNT
<b>A *</b>						
Com CUSTOMER STATES OCCASIONALLY CAN SMELL SOMETHING BURNING. ON WEDS. VEHICLE STALLED WHEN COMING TO A STOP. ALSO ONCE WHEN TURNING AND ACTED LIKE WAS STALLING AND RESTARTING WHEN DRIVING. ON THURS. VEHICLE STALLED WHILE DRIVING 55 MPH IT DID RESTART BUT FELT LIKE WAS RUNNING ROUGH. ON FRI. VEHICLE STALLED 4-5 TIMES AND WAS HARD TO GET RESTARTED. HAD A VERY HARD TIME GETTING HOME WITH VEHICLE. DIAGNOSE AND ADVISE						
Cau Diagnosed concern. EEC test-codes U1019 P025a P0690. Clear codes and retest. Trace to intermittent fault in fuel pump driver module.						
Cor Installed new driver module and retest-PASS PASS.						
08			A66		W	
AA8Z 9D370 A MODULE - ENGIN				1	W	
Line Total.....						
<b>B</b>						
Com CHANGE OIL AND FILTER, LUBE FITTINGS THAT ARE THERE, CHECK FLUIDS , TOP OFF FLUIDS AS NEEDED, INSPECT TIRES AND ADJUST AS NEEDED. CHECK AIR FILTER \$35.00						
Cor Completed oil change.						
LOF			A66		C	11.95
FL 820 S FILTER ASY - O				1	C	5.25
OIL APPROVED				5	C	13.25
Line Total.....						30.45

CUSTOMER COPY - PAGE 01

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CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

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





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Bridgman, Michigan 49106

269-465-5344 or 269-925-3673

www.siemans.net



MI Repair Facility Registration Number: F104157



ROB

[REDACTED]		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.		
		1FMCU94G89K[REDACTED]		13447	07/19/11	[REDACTED]		
BENTON HARBOR		MI	[REDACTED]	YEAR	MAKE	MODEL	COLOR	TAG NO.
				09	FORD	ESCAPE LIM	RED	00149
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS	
032570	[REDACTED]	[REDACTED]	-		01/26/09	80	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE			
	00/00/00		13441	07/18/11	03/21/09	3.0L V6/6 SPD AUTO		

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
Warranty Claim Type: F Authorization Code:						
A66 SURCH;JOEL M161369 LINE: AB						
Parts						5.25
Shop Charge						.84
Sales Tax						1.16
Labor						11.95
Parts-Other						13.25
TOTAL-CUST-CASH						32.45

CUSTOMER COPY - PAGE 02

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MI Repair Facility Registration Number: F104157



ROB

[REDACTED]		VEHICLE IDENTIFICATION		MILEAGE OUT		DATE OUT		INVOICE NO.	
[REDACTED]		1FMCU94G89K [REDACTED]		13498		07/22/11		[REDACTED]	
BENTON HARBOR		MI [REDACTED]		YEAR		MAKE		MODEL	
		09		FORD		ESCAPE LIM		RED	
								TAG NO.	
								00012	
CUST. NO.		LICENSE		HOME PHONE		WORK PHONE		STOCK NO.	
032570		[REDACTED]		[REDACTED]		-		-	
PROD. DATE		SERV. ADV.		TERMS					
01/26/09		82		CASH					
CUST. LABOR RATE		DELIV. DATE		DELIV. MILES		MILEAGE IN		DATE IN	
		00/00/00				13490		07/20/11	
IN-SERV DATE									
03/21/09									
								3.0L V6/5 SPD AUTO	

LINE	OF CODE	FAIL. CD	TECH.	HOURS/QT	TYPE	AMOUNT
A *						
Com	CUSTOMER STATES vehicle stalled again and would not restart. Same issue as before.					
Cau	Diagnosed concern. EEC test-U0109 P025A P0690. Perform fuel pressure test-PASS. Road test vehicle-Ok. Contact hotline for assistance-recommended replacing fuel pump.					
Cor	Installed new fuel pump and inspected harness for chafing-none found. Cleared codes and road test-Ok.					
	03		A66		W	
			9L8Z 9H307 C SENDER AND PUM	1	W	
						Line Total.....

Warranty Claim Type: F	Authorization Code:
A66 SURCH;JOEL	M161369
	LINE: A
TOTAL-CUSTOMER	NoCharge

CUSTOMER COPY - PAGE 01

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





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Bridgman, Michigan 49106

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MI Repair Facility Registration Number: F104157



ROB

[REDACTED]		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.		
		1FMCU94G89K [REDACTED]		13499	07/22/11	[REDACTED]		
BENTON HARBOR		MI	[REDACTED]	YEAR	MAKE	MODEL	COLOR	TAG NO.
				09	FORD	ESCAPE LIM	RED	00012
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS	
032570	[REDACTED]	[REDACTED]	-		01/26/09	80	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE			
	00/00/00		13497	07/22/11	03/21/09	3.0L V6/6 SPD AUTO		

LINE	OP. CODE	FAIL. CD	TECH.	HOURS/QT	TYPE	AMOUNT
A	Com CUSTOMER STATES WHEN DRIVING AT SLOW SPEEDS AND BRAKING HEARS A RUBBING NOISE FROM LEFT REAR WHEEL AREA DIAGNOSE AND ADVISE					
Cor	TEST DRIVE SEVERAL DIFFERENT TYPES OF STOPS NO ABNORMAL NOISE HEARD					
05	A66		Line Total.....			

Warranty Claim Type: F

Authorization Code:

TOTAL-CUSTOMER

NoCharge

CUSTOMER COPY - PAGE 01

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LINCOLN

## WOODHAMS FORD LINCOLN

Phone: (269) 637-2137  
Toll Free: (866) 637-2137  
1111 LaGrange St.  
South Haven, Michigan 49090  
www.woodhamsford.com

## SERVICE INVOICE

12 MONTH/12,000 MILE WARRANTY ON DEALER INSTALLED FORD PARTS

## CUSTOMER COPY

CUST# 13342

RO# C120866 PG 1  
START 7/25/11 07:58  
BILLED 8/03/11 16:43  
PO#  
WRITER SKR  
APPROVAL SKR

BENTON HARBOR MI

PHONE: HOME

OWNER 13342 UNIT# 9K 2009 FORD ESCAPE LIM CURR MI 13,677.0  
VIN: 1FMCU94G89K ENGINE: 3.0 6 CYL

(W) 1. CONCERN: VEHICLE CRANKS BUT WON'T START (ERRATIC).  
CORRECTION: WAS ABLE TO DUPLICATE CONCERN ONE TIME. CLEANED GROUNDS & 109 PER SSM 21631. UNABLE TO DUPLICATE CONCERN AGAIN. TEST DROVE SEVERAL DAYS.

LABOR:

TOTAL LABOR .00  
TOTAL PARTS .00  
REPAIR ORDER TOTAL .00

CREDIT CARD ☐ CASH ☐ CHECK ☐

ORIGINAL ESTIMATE				AUTHORIZED ADDITIONS	DATE	TIME
PARTS	LABOR	TOTAL	HRS.			
REPAIRS PROPERLY COMPLETED AND CHECKED BY					BY	
AUTHORIZED REPRESENTATIVE						

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

ALL PARTS REMOVED WILL BE RETURNED UNLESS INSTRUCTED OTHERWISE

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 the vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employee 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.

X

☐ SAVE ☐ DISCARD

# EXHIBIT C

EXHIBIT C

July 27, 2011  
Certified Mail  
Return Receipt Requested  
Ford Motor Company  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, Mi 48121

Owners: [REDACTED]  
Vehicle: 2009 Ford Escape Limited  
Vin No. 1FMCU94G89K [REDACTED]  
Purchased Date: June 4, 2011  
From Crown Motors Salesman: Brian Delo  
196 Regent Blvd.  
Holland, MI 49423

Dear Sir or Madam: I am writing pursuant to MCLA 257.1404 et seq to request a final repair attempt. Please find attached records from repairs per 4 attempts and it is currently at the Don Woodham Ford Dealership trying to be repaired again for not starting & stalling. Vehicle has also been out of service for approximately 14 days so far involving the foregoing problems, as well as a rubbing/squeeking sound coming from the left rear end tire and an overall burning smell. I have enclosed copies for your reference. Under MCLA 257.1403(3)(b), I am requesting that you notify me within five (5) business days of a reasonably accessible repair facility where the final repair attempt shall take place.

Very truly yours,

[REDACTED]



## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
8/20/2011 CLOSED	[REDACTED] ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	01
8/19/2011 CLOSED	[REDACTED] CLP - OUT - SERVICE REPAIR - AT RISK	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	03
8/11/2011 CLOSED	[REDACTED] CRC RELATED - SUPERVISOR REQUEST SUBMITTED	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	01
8/9/2011 CLOSED	[REDACTED] CORRESPONDENCE - CORRESPONDENCE	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	01
8/4/2011 CLOSED	[REDACTED] CLP - OUT - BUYBACK - NO OBC	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	01
7/29/2011 CLOSED	[REDACTED] CRC RELATED - F/M CSR FOLLOWING CONTACT	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	01
7/21/2011 CLOSED	[REDACTED] CLP - OUT - BUYBACK - NO OBC	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	01
7/20/2011 CLOSED	[REDACTED] MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	1FMCU94G89K [REDACTED] 1455972011	2009 ESCAPE	01
6/19/2011 CLOSED	DAVID M GUSTAFSON ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	1FMCU94G89K [REDACTED] 122500909	2009 ESCAPE	01

Ford Confidential

9/15/2011

## All Action Details for Issue

[Print](#)

VIN: 1FMCU94G89K	Year: 2009	Model: ESCAPE Case:
Name:	Owner Status: Subsequent	WSD: 2009-03-21
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED	Primary Phone:	
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED	

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED  
Dealer:  
Odometer: 013000 MI      Comm Type: MAIL      Origin Desc: CROSS COUNTRY MOTOR CLUB  
Analyst Name:      Analyst: SYSTEM  
Action Date: 07/23/2011      Action Time: 05.03.52.047      Action Data: No  
Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED  
Dealer:  
Odometer: 013708 MI      Comm Type: MAIL      Origin Desc: CROSS COUNTRY MOTOR CLUB  
Analyst Name:      Analyst: SYSTEM  
Action Date: 08/04/2011      Action Time: 22.14.55.932      Action Data: No  
Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED  
Dealer:  
Odometer: 013000 MI      Comm Type: MAIL      Origin Desc: CROSS COUNTRY MOTOR CLUB  
Analyst Name:      Analyst: SYSTEM  
Action Date: 08/20/2011      Action Time: 05.08.23.915      Action Data: No  
Comments DISPATCH COMPLETE

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9/15/2011

## All Action Details for Issue

[Print](#)

VIN: 1FMCU94G89K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2009-03-21  
 Symptom Desc: STALLS/QUITS CRUISE Primary Phone: [REDACTED]  
 Reason Desc: CLP - OUT - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 07/23/2011

Action: SERVICE REPAIR - CUSTOMER PERCEIVES MULTIPLE REPAIR  
 Dealer: 09850 DON WOODHAMS INC Origin Desc: US CONCERN CASE BASE  
 Odometer: 13500 MI Comm Type: PHONE  
 Analyst Name: NELSON RANDENE Analyst: RNELS119  
 Action Date: 07/25/2011 Action Time: 15.07.56.082 Action Data: Yes

Comments CUSTOMER SAID: [REDACTED] IS OTHER OWNER--PICKED VEHICLE UP FRIDAY AT NOON, TOWED BACK FRIDAY AFTERNOON.--ROADSIDE WOULD ONLY TOW VEHICLE TO DON WOODHAMS---THIS IS 5TH VISIT TO DEALER. --DLR CAN'T GET TO VEHICLE UNTIL TUES OR WED. ---WANTS VEHICLE REPAIRED. --FEELS THIS IS UNACCEPTABLE. --IT IS UNSAFE AND INCONVENIENT.--LOOKING FOR VEHICLE REPAIR. --DON WOODHAMS INC.--1111 LAGRANGE ST.--SOUTH HAVEN MI 49090--(866) 637-2137--SHAWN WILL OPEN A CUCL CASE.CRC ADVISED: I AM DOCUMENTING YOUR CONCERN AND SENDING YOUR INFORMATION TO YOUR DEALERSHIP. YOUR SERVICE MANAGER IS IN THE BEST POSITION TO ASSESS YOUR SITUATION. PLEASE SPEAK WITH THE SERVICE MANAGER IF THEY DO NOT CONTACT YOU WITHIN THE NEXT 4 BUSINESS DAYS,\*\*PLEASE CALL CUST WITHIN TWO BUSINESS DAYS. --DLR HAS VEHICLE--AVAILABLE DURING DAY AT [REDACTED]

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	1

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 09850 DON WOODHAMS INC Origin Desc: DEALER  
 Odometer: 13500 MI Comm Type: VISIT  
 Analyst Name: SHAUN RISTO Analyst: S-RISTON  
 Action Date: 07/26/2011 Action Time: 08.11.20.824 Action Data: No

Comments TALKED TO CUSTOMER ON SATURDAY AND THEY BROUGHT ME PAPER WORK ON EVERYTHING THAT HAS BEEN DONE FROM SEIMAN'S FORD IN BRIDGEMAN. THIS IS THE 1ST TIME WE HAVE HAD A CHANCE TO LOOK AT THIS VEHICLE (JUST WANTED TO MAKE THAT CLEAR). WAS ABLE TO DUPLICATE CONCERN ON THAT DATE. WILL NOT BE ABLE TO DIAG. UNTIL LATER TODAY OR TOMORROW. WILL BE IN TOUCH WITH WHAT WE FIND.

Action: CONCERN ADDRESSED  
 Dealer: 09850 DON WOODHAMS INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 13500 MI Comm Type: PHONE  
 Analyst Name: PARSELS, WENDY Analyst: WPARSELS  
 Action Date: 07/27/2011 Action Time: 10.15.29.208 Action Data: Yes

Comments - CSM WENDY X7774, IBC FROM SM SHAWN ABOUT ANOTHER VEH AND THEN DISCUSSED THIS VEH - IT DID DUPLICATE ON SAT (DROP OFF DATE), BUT NOT ABLE TO LOOK AT UNTIL YESTERDAY AND OF COURSE, IT STARTED UP EACH TIME. - VEH DOES HAVE FORD REMOTE START, BUT THAT SEEMS TO BE OPERATING FINE - THEY WILL BE CONTINUING WITH IT TODAY - DEALER ADDRESSING -

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	NS
PARTS ESCALATION USED? (Y/N)	N

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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

**Action:** DOCUMENT ADDITIONAL INFORMATION**Dealer:** 09850 DON WOODHAMS INC**Origin Desc:** DEALER**Odometer:** 13500 MI**Comm Type:** VISIT**Analyst Name:** SHAUN RISTO**Analyst:** S-RISTON**Action Date:** 08/19/2011**Action Time:** 12.07.11.816**Action Data:** No

**Comments** TEST DROVE VEHICLE FROM 7-27 TO 8-6 AND WAS UNABLE TO DUPLICATE CONCERN. CUSTOMER PICKED UP TO DROVE THAT DAY & VEHICLE FAILED. TOWED BACK TO DEALER. DURING PINPOINT TEST VEHICLE STARTED WORKING OK. TEST DROVE AND VEHICLE FAILED AGAIN. FOUND VEHICLE NEEDED PCM (NO OUTPUT TO INJECTORS, FUEL DRIVER MODUEL, PCM RELAY). REMOVED & REPLACED PCM. TEST DROVE AGAIN TWO DAYS. CUSTOMER CAME TO PICK IT UP ON SATURDAY 8-13, VEHICLE DID NOT LEAVE BECAUSE IT HAD CHECK ENGINE LIGHT ON. FOUND VEHICLE NEEDED O2 SENSOR. R & R O2 SENSOR ON MONDAY 8-15. TEST DROVE FOR ANOTHER DAY. CUSTOMER PICKED UP VEHICLE ON WEDNESDAY 8-17. CUSTOMER DROVE WEDNESDAY NIGHT. SHE DID NOT WANT TO DRIVE TO WORK ON THURSDAY (DID NOT FEEL SAFE). DROVE TO WORK ON FRIDAY AND VEHICLE FAILED ON HIGHWAY. CUSTOMER TOWED TO SIEMANS FORD ON FRIDAY 8-19. I CONTACTED ZONE MANAGER AND CSM TO RECOMMEND GETTING A SERVICE ENGINEER INVOLVED FOR REPAIR. WHEN VEHICLE FAILS IT WILL SET CODES FOR ALL INJECTORS, PCM RELAY, FUEL PUMP DRIVER FAULT.

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## All Action Details for Issue

[Print](#)

VIN: 1FMCU94G89K [REDACTED]  
 Name: [REDACTED]  
 Symptom Desc:  
 Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED  
 Issue Type: 01 INQUIRY

Year: 2009  
 Owner Status: Subsequent  
 Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
 WSD: 2009-03-21  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: SUPERVISOR REQUEST LIVE ESCALATION

Dealer:  
 Odometer: 13900 MI  
 Analyst Name: BIGELOW, BRANDIE  
 Action Date: 07/20/2011

Comm Type: PHONE  
 Analyst: BBIGELO4  
 Action Time: 12.44.27.677

Origin Desc: MANUAL - PHONE CSR

Action Data: Yes

Comments CUSTOMER SAID: --CUST WANTS THE SERVICE RECORDS

Data Element Name

Data Value

ASSIGNED TO

HNABB

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Dealer:  
 Odometer: 13900 MI  
 Analyst Name: NABB (HNABB), HEATHER  
 Action Date: 07/20/2011

Comm Type: PHONE  
 Analyst: HNABB  
 Action Time: 16.11.57.222

Origin Desc: TIER ONE - MELBOURNE

Action Data: No

Comments \* CAS HEATHER MADE SUP CALL BACK \*- OBC TO CUST AT [REDACTED] - CUST WANTS TO OBTAIN SERVICE RECORDS- SUP ADVISED OBTAINING SERVICE RECORDS WOULD ONLY BE THROUGH THE LOCAL DLRSH- CUST SAYS DLRSH IS TELLING HER THAT FORD SAYS THEY CAN'T PRINT IT OUT FOR HER- SUP ADVISED NOT AWARE OF ANY POLICIES, BUT ADVISED RECORDS TO PREVIOUSLY OWNING VEH IS ONLY FOR THE OWNER AT THAT TIME- SUP ADVISED CAN SPEAK WITH S/M AT DLRSH FOR FURTHER INFO\* ESCALATION CLOSED \*

Action: SUPERVISOR REQUEST CALL BACK

Dealer:  
 Odometer: 13900 MI  
 Analyst Name: STRANEY, DANIEL  
 Action Date: 07/21/2011

Comm Type: PHONE  
 Analyst: DSTRANEY  
 Action Time: 12.53.17.046

Origin Desc: MANUAL - PHONE CSR

Action Data: Yes

Comments CUSTOMER SAID: -CUST HAS 2009 ESCAPE AND THE CUST PURCHASED IT IN JUNE AND THE VEH HAS BEEN IN THE SHOP 4 TIMES -THE VEH WILL START AND AFTER DRIVING THE VEH WILL STALL -CUST HAD THE VEH TOWED TO DLRSH- LAST WEEK THE STARTED STALLING AND THEY REPLACED THE RELAY SWITCH - ON FRIDAY THE VEH STARTED STALLING OUT AGAIN -TOOK THE VEH BACK IN AND THE FIXED IT AGAIN -THEN MONDAY NIGHT THE CUST PICKED UP THE VEH AND ON TUESDAY MORNING THE VEH STALLED OUT AGAIN -ALL OF THE PAST REPAIRS WERE TAKEN CARE OF AT THE DLRSH -CUST WAS TOLD THAT FORD WAS LOOKING INTO IN REGARDS -CUST IS FEELING LIKE THE VEH IS UNSAFE AND THE CUST DOES NOT WANT THE VEH ANY MORECRC ADVISED: -ADVISED CUST THAT FMC WOULD NOT BUY BACK THE CUST VEH AND THAT THEY WOULD HAVE TO CONTINUE TO DISCUSS THE ISSUE WITH THE DLRSH TO TRY AND GET THIS ISSUE RESOLVED - ADVISED THE CUST OF THE CONTACT INFORMATION FOR THE BBB

Data Element Name

Data Value

ASSIGNED TO

CJOHN547

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Origin Desc: TIER ONE -

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Dealer: MELBOURNE  
 Odometer: 13900 MI  
 Analyst Name: JOHNSON (CJOHN547),CHRISTOPHER  
 Comm Type: PHONE  
 Analyst: CJOHN547  
 Action Date: 07/22/2011  
 Action Time: 10.35.07.373  
 Action Data: No

Comments \*\*OBC TO DLR AT 10:20 AM=SPOKE TO SERVICE MANAGER RENE EVANS=REPLACED THE FUEL PUMP ON THE VEH AND NOW IT RUNS FINE=CALLED CUST YESTERDAY AND TOLD HER IT WAS DONE\*\*OBC TO CUST AT 10:24 AM\*\*=SPOKE TO SHERRY ROBERTS=REITERATED THE INFORMATION FROM THE DLRSH=ADVISED CUST THE VEH IS RUNNING FINE=CUST ASKED WHAT SHOULD SHE DO IF THE CONCERN HAPPENS AGAIN AND I ENCOURAGED HER TO CONTACT HER DLRSH BECAUSE THE VEH IS STILL UNDER WARRANTY=I ALSO ENCOURAGED HER TO CONTACT THE CRC SHOULD SHE HAVE ANY QUESTIONS\*\*ESCALATION CLOSED\*\*

Action: SUPERVISOR REQUEST LIVE ESCALATION

Dealer: Origin Desc: MANUAL - PHONE CSR  
 Odometer: 13708 MI  
 Analyst Name: STONE, SAMANTHA  
 Comm Type: PHONE  
 Analyst: SSTONE42  
 Action Date: 08/04/2011  
 Action Time: 10.02.46.731  
 Action Data: Yes

Comments CUSTOMER SAID: =CUST RQST A SUPERVISOR CALLBACK=NO LIVE SUPE CURRENTLY AVAILABLECRC ADVISED: =ADV CUST OF 2 BUSINESS DAY CALLBACK

Data Element Name	Data Value
ASSIGNED TO	RBUBLITZ

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer: Origin Desc: TIER ONE - MELBOURNE  
 Odometer: 13708 MI  
 Analyst Name: BUBLITZ (RBUBLITZ),REBECCA  
 Comm Type: PHONE  
 Analyst: RBUBLITZ  
 Action Date: 08/04/2011  
 Action Time: 16.35.06.304  
 Action Data: No

Comments - CAS REBECCA REVIEWING CASE. - WILL CALL CUSTOMER NO LATER THAN MONDAY 8/8 BEFORE END OF BUSINESS. === ESCALATION IN PROGRESS ===

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer: Origin Desc: TIER ONE - MELBOURNE  
 Odometer: 13708 MI  
 Analyst Name: BUBLITZ (RBUBLITZ),REBECCA  
 Comm Type: PHONE  
 Analyst: RBUBLITZ  
 Action Date: 08/08/2011  
 Action Time: 08.08.38.984  
 Action Data: No

Comments - CAS REBECCA UPDATING SUPERVISOR ESCALATION. \*\*\*OBC TO DLR - SHAWN, SA - VEH TOWED IN. - ANOTHER DEALER WORKED ON VEH 4-5 TIMES. - VERIFIED NO START. - VEH SAT A COUPLE DAYS, THEN CHECKED IT OUT WEDNESDAY AND IT STARTED. - CLEANED GROUNDS AND KEPT VEH ABOUT A WEEK, IT STARTED EVERY DAY. - FAILED AFTER CUSTOMER PICKED UP. - DLR AGAIN TEST DROVE VEH AND IT STALLED WHILE DRIVING. - PCM HAS BEEN ORDERED AND RECEIVED. - WILL INSTALL BY END OF DAY TODAY (8/8) AND WILL TEST DRIVE VEH OVER THE NEXT DAY.\*\*\*

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Dealer: Origin Desc: TIER ONE - MELBOURNE  
 Odometer: 13708 MI  
 Analyst Name: BUBLITZ (RBUBLITZ),REBECCA  
 Comm Type: PHONE  
 Analyst: RBUBLITZ  
 Action Date: 08/08/2011  
 Action Time: 16.40.12.075  
 Action Data: No

Comments - CAS REBECCA HANDLING SUPERVISOR ESCALATION CALL BACK. - CUSTOMER VERIFIED HER

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CONCERNS AND DESIRE FOR FORD TO BUY BACK HER VEHICLE. - CAS UPDATED CUSTOMER AS TO OBC DETAILS FROM THIS A.M. - CAS ADVISED CUSTOMER FORD WILL NOT BE BUYING BACK HER VEHICLE. OUR FIRST COMMITMENT IS TO THE NVLW AND WE WILL DO EVERYTHING WE CAN TO HELP HER GET THE VEHICLE SUCCESSFULLY REPAIRED. - CUSTOMER INSISTED ON BUY BACK. - ADVISED CUSTOMER WE CANNOT ACCOMMODATE THAT REQUEST. - CUSTOMER SAID SHE WANTED TO SPEAK TO SOMEONE WHO COULD, - ADVISED I HAVE NO ONE I CAN GIVE HER THAT WOULD BE ABLE TO DO SO. - CUSTOMER WANTED MY SUPERVISOR. - ADVISED CUSTOMER MY SUPERVISOR WILL CALL HER WITHIN 2 BUSINESS DAYS. ===  
ESCALATION CLOSED ===

Action: SUPERVISOR REQUEST CALL BACK

Dealer:

Odometer: 13708 MI

Analyst Name: BUBLITZ (RBUBLITZ),REBECCA

Action Date: 08/08/2011

Comm Type: PHONE

Analyst: RBUBLITZ

Action Time: 16.42.06.364 Action Data: Yes

Origin Desc: TIER ONE - MELBOURNE

Comments - CUSTOMER IS VERY ADAMANT ABOUT BUY BACK. - CAS ADVISED CUSTOMER FORD WILL DO EVERYTHING POSSIBLE TO HELP HER GET A SUCCESSFUL REPAIR UNDER NVLW, BUT CUSTOMER INSISTS ON GOING HIGHER UNTIL SOMEONE BUYS HER VEHICLE BACK. - CAS ADVISED CUSTOMER MY SUPERVISOR WILL CALL HER WITHIN 2 BUSINESS DAYS.

Data Element Name

Data Value

SUPERVISOR'S CDSID:

CALLEN47

SUPERVISOR'S NAME:

ALLEN (CALLEN47),CHARMAINE

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Odometer: 13708 MI

Analyst Name: LOPEZ (SLOPEZ63),SHAKYRA

Action Date: 08/09/2011

Comm Type: PHONE

Analyst: SLOPEZ63

Action Time: 19.09.27.322 Action Data: No

Origin Desc: TIER ONE - MELBOURNE

Comments \*\*\*TL SHAKYRA CALLED [REDACTED] -THERE WAS NO ANSWER-TL LEFT A VM STATING THAT WE WILL CONTACT MS. ROBERTS TOMORROW 8/10/11 BY COB EST-ESCALATION IN PROGRESS-

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Odometer: 13708 MI

Analyst Name: LOPEZ (SLOPEZ63),SHAKYRA

Action Date: 08/10/2011

Comm Type: PHONE

Analyst: SLOPEZ63

Action Time: 18.02.21.543 Action Data: No

Origin Desc: TIER ONE - MELBOURNE

Comments \*\*\*TL SHAKYRA CALLED [REDACTED] \*\*\*[REDACTED] STATED THAT SHE WAS AT THE STORE RIGHT NOW AND SHE COULD NOT SPEAK ABOUT THE VEH AT THE MOMENT-TL ASKED [REDACTED] IF WE COULD CALL HER BACK TOMORROW 8/11/11 EARLY IN THE DAY. [REDACTED] SAID THAT THAT WAS BETTER-TL ADV CUST THAT SHE WILL BE CONTACTED TOMORROW 8/11/11 IN THE MORNING-ESCALATION IN PROGRESS-

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Dealer:

Odometer: 13708 MI

Analyst Name: LOPEZ (SLOPEZ63),SHAKYRA

Action Date: 08/11/2011

Comm Type: PHONE

Analyst: SLOPEZ63

Action Time: 16.42.01.380 Action Data: No

Origin Desc: TIER ONE - MELBOURNE

Comments \*\*\*TL CALLED [REDACTED] AT [REDACTED]-SPOKE WITH [REDACTED]-CUST STATED THAT SHE BOUGHT THE VEH USED-CUST STATED THAT THE VEH HAS BEEN REPAIRED 6 TIMES-CUST STATED

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THAT THE DLRSH AHS CONTACTED THE FORD ENGINEERS AND THEY DON'T KNOW HOW TO REPAIR THE VEH-  
TL ADV CUST THAT WE HAVE LOOKED INTO EVERY SINGLE RESOURCE AND WE CAN NOT OVERTURN THE  
BUYBACK DENIAL-CUST STATED THAT FORD DOES NOT STAND BEHIND THEIR PRODUCTS-TL ADV CUST THAT  
FORD DOES STAND BEHIND THEIR PRODUCT BECAUSE THE VEH IS BEING REPAIRED UNDER WARRANTY AND  
CUST DOES NOT HAVE TO PAY-TL ALSO ADV CUST THAT SHE DID NOT HAVE AN ESP AND SHE SHOULD, NOT  
SAYING THAT THIS WILL KEEP HAPPENING BUT FOR THE FACT THAT SHE MIGHT NOT BE PROVIDED WITH A  
LOANER, INSTEAD SHE COULD HAVE A RENTAL/ A BETTER VEH-CUST WAS PROVIDED WITH A LOANER FROM  
ANOTHER DLRSH BUT IS A SMALL VEH-CUST WAS NOT HAPPY WITH THE RESOLUTION-CUST STATES THAT  
SHE WOULD NOT BUY ANOTHER VEH FROM FORD-TL APOLOGIZED TO THE CUST FOR THE INCONVENIENCES  
THIS HAS CAUSED HER-TL PROVIDED CUST WITH THE HEADQUARTERS ADDRESS-ESCALATION CLOSED-

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## All Action Details for Issue

[Print](#)

VIN: 1FMCU94G89K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Subsequent WSD: 2009-03-21  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE  
CSR

Odometer: 13500 MI

Comm Type: INBOUND CUSTOMER  
MAILAnalyst Name: WILLIS,  
CHRISTOPHER

Analyst: CWILL647

Action Date: 08/02/2011

Action Time: 07.31.31.600

Action Data: No

Comments CUSTOMER SAID: LTR DATED 7-27-2011; "PRE-DATES HANDLING W/ CCS AND DLR IN PROGRESS"-  
CUST WRITES GIVING FMC NOTICE OF OPPORTUNITY FOR FINAL REPAIR ATTEMPT TO A NO START/ STALLING  
ISSUE.DEALER SAID: DON WOODHAM FORDCRC ADVISED: ADD ATTACHMENT TO ISSUE ONLY, AS 7-29-2011  
HISTORICS SHOW CCS AND DLR ACTIVITY TO ADDRESS VEH ISSUE IN PROGRESS.

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE CSR

Odometer: 13708 MI

Comm Type: SURVEY

Analyst Name: WILLIS, CHRISTOPHER Analyst: CWILL647

Action Date: 08/09/2011

Action Time: 14.58.29.055 Action Data: No

Comments CUSTOMER SAID: ONLINE C3C SURVEY FOR 7-27-2011; "PRE-DATES CAS HANDLING IN PROGRESS"-  
CUST UNHAPPY, STATES THEY HAVEN'T BEEN CONTACTED BACK RE: REPEAT ISSUES FOLLOWING DLR  
REPAIR.DEALER SAID: DON WOODHAMS INC.1111 LAGRANGE ST.SOUTH HAVEN MI 49090(866) 637-2137CRC  
ADVISED: ATTACHED ONLY, AS 8-8-2011 HISTORICS SHOW CAS HAVING ADVISED CUST TO ALLOW TIME FOR A  
SUPV CALLBACK AS REQUESTED.

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## All Action Details for Issue

[Print](#)

VIN: 1FMCU94G89K	Year: 2009	Model: ESCAPE	Case:
Name:	Owner Status: Subsequent	WSD: 2009-03-21	
Symptom Desc: STALLS/QUITS ACCELERATION		Primary Phone:	
Reason Desc: CLP - OUT - BUYBACK - NO OBC		Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: BUYBACK - REQUEST DENIED		
Dealer: 09850 DON WOODHAMS INC	Origin Desc: US CONCERN CASE BASE	
Odometer: 13708 MI	Comm Type: PHONE	
Analyst Name: STONE, SAMANTHA	Analyst: SSTONE42	
Action Date: 08/04/2011	Action Time: 09:58:05.260	Action Data: No

Comments CUSTOMER SAID: =HAD TO HAVE VEH TOWED BACK TO DLR=PICKED VEH UP YESTERDAY AT 6:30 AND HAD TO HAVE IT TOWED AT 8:30=VEH JERKS AND STALLED OUT=VEH WOULD NOT RESTART=DLR WAS UNABLE TO START VEH THIS AM=DLR ADV CUST MULTIPLE CODES=DLR LATER ADV VEH HAS STARTED=VEH HAS BEEN TO DLR 6 TIMES=WORKING W SHAWN-SA=SEEKING VEH BUYBACKDEALER SAID: DON WOODHAMS INC,1111 LAGRANGE ST.SOUTH HAVEN MI 49090(866) 637-2137CRC ADVISED: FORD WILL NOT REPLACE YOUR VEHICLE DUE TO (INSERT THE AGE AND/OR MILEAGE). IF YOU HAVE MECHANICAL CONCERNS THAT ARE NOT RESOLVED, WE SUGGEST YOU CONTACT YOUR LOCAL FORD OR LINCOLN-MERCURY DEALERSHIP TO REPAIR THE VEHICLE.

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## All Action Details for Issue

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VIN: 1FMCU94G89K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Subsequent WSD: 2009-03-21  
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: 13500 MI

Comm Type: PHONE

Analyst Name: MIRANDA, ALEXIS

Analyst: AMIRAN42

Action Date: 07/29/2011

Action Time: 13 31.56.600

Action Data: No

Comments CUSTOMER SAID: CUST CALLING IN WANTING TO SPEAK CCST BECAUSE THEY WERE ADVISED BY RANDY THAT WENDY ON CCST WOULD CONTACT HER IN 2 BUSINESS DAYS IN REGARDS TO HER CONCERNDEALER SAID: —DON WOODHAMS INC.—1111 LAGRANGE ST.—SOUTH HAVEN MI 49090—(866) 637-2130CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.—ADVISED TO DAY IS THE 4TH DAY AND WE NEED TO ALLOW FOR THE REQUESTED TIME FOR F/U - ALSO ADVISED I DID NOT SEE ANY DOCUMENTATION ON ESCALATION TO CCST AND THE F/U WOULD NEED TO ALLOW THE F/U TO OCCUR

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## All Action Details for Issue

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VIN: 1FMCU94G89K [REDACTED]	Year: 2009	Model: ESCAPE	Case: [REDACTED]
Name: [REDACTED]	Owner Status: Subsequent	WSD: 2009-03-21	
Symptom Desc: STALLS/QUITS CRUISE		Primary Phone: [REDACTED]	
Reason Desc: CLP - OUT - BUYBACK - NO OBC		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: BUYBACK - REQUEST DENIED		
Dealer: 09629 SIEMANS FORD, INC.	Origin Desc: US CONCERN CASE BASE	
Odometer: 13900 MI	Comm Type: PHONE	
Analyst Name: STRANEY, DANIEL	Analyst: DSTRANEY	
Action Date: 07/21/2011	Action Time: 12.47.39.950	Action Data: No

Comments CUSTOMER SAID: -CUST HAS 2009 ESCAPE AND THE CUST PURCHASED IT IN JUNE AND THE VEH HAS BEEN IN THE SHOP 4 TIMES -THE VEH WILL START AND AFTER DRIVING THE VEH WILL STALL -CUST HAD THE VEH TOWED TO DLRSH -LAST WEEK THE STARTED STALLING AND THEY REPLACED THE RELAY SWITCH - ON FRIDAY THE VEH STARTED STALLING OUT AGAIN -TOOK THE VEH BACK IN AND THE FIXED IT AGAIN -THEN MONDAY NIGHT THE CUST PICKED UP THE VEH AND ON TUESDAY MORNING THE VEH STALLED OUT AGAIN -ALL OF THE PAST REPAIRS WERE TAKEN CARE OF AT THE DLRSH -CUST WAS TOLD THAT FORD WAS LOOKING INTO IN REGARDS -CUST IS FEELING LIKE THE VEH IS UNSAFE AND THE CUST DOES NOT WANT THE VEH ANY MORE DEALER SAID: SIEMANS FORD INC 8961 RED ARROW HWY BRIDGMAN, MI 49106 TEL (269) 465-5344 FAX (269) 465-6936 CRC ADVISED: FORD WILL NOT REPLACE YOUR VEHICLE DUE TO (INSERT THE AGE AND/OR MILEAGE). IF YOU HAVE MECHANICAL CONCERNS THAT ARE NOT RESOLVED, WE SUGGEST YOU CONTACT YOUR LOCAL FORD OR LINCOLN-MERCURY DEALERSHIP TO REPAIR THE VEHICLE.-ADVISED THE CUST OF THE CONTACT INFORMATION OF THE BBB

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## All Action Details for Issue

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VIN: 1FMCU94G89K [REDACTED] Year: 2009 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Subsequent WSD: 2009-03-21  
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: 13900 MI Comm Type: PHONE  
Analyst Name: BIGELOW, BRANDIE Analyst: BBIGELO4  
Action Date: 07/20/2011 Action Time: 12.39.55.872 Action Data: Yes

Comments CUSTOMER SAID: --CUST WANTS THE SERVICE RECORDS OF THE VEH.--CUST STATES THAT THE  
DEALER WILL NOT PROVIDE THEM  
CRC ADVISED: --NO OFFER --ADV CUST DUE TO PRIVACY ISSUE NOT ABLE TO  
PROVIDE THE SERVICE RECORDS

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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## All Action Details for Issue

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VIN: 1FMCU94G89K [REDACTED] Year: 2009  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED  
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2009-03-21  
Primary Phone: [REDACTED]  
Secondary Phone:

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED  
Dealer: 09675 BORGMAN FORD SALES, INC. Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 000500 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 05/13/2009 Action Time: 22:07:44.861 Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED  
Dealer: 09675 BORGMAN FORD SALES, INC. Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 004700 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 03/17/2010 Action Time: 22:08:53.864 Action Data: No

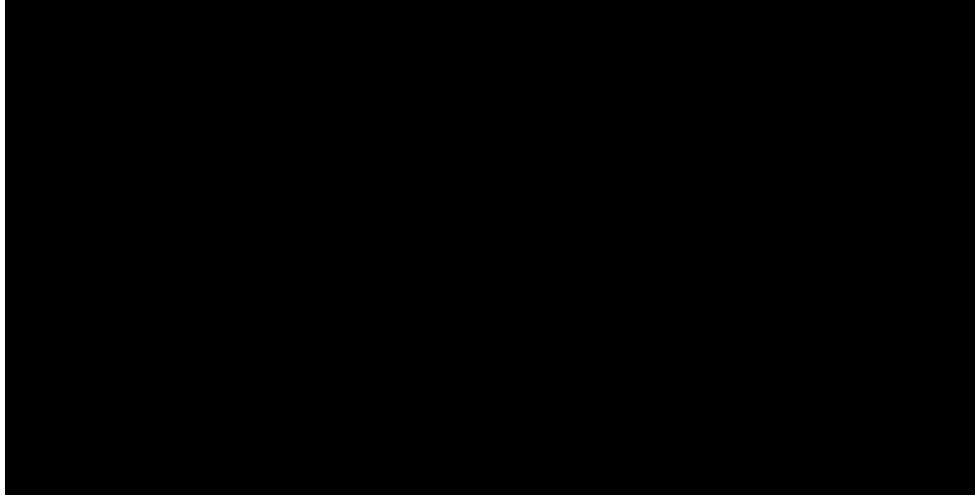
Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED  
Dealer: 09675 BORGMAN FORD SALES, INC. Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 010300 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 06/19/2011 Action Time: 22:05:45.078 Action Data: No

Comments DISPATCH COMPLETE

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BEGINNING OF CONTACT  
12/31/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07:55.44

REGION: G4 PITTSBURGH	OGC ISSUE	CASE NBR:	
VIN: 3MEHM0HA2AR	ZONE: A02	OPENED:	2010/12/30
	ENGINE: A	CLOSED:	2010/12/30
VEH TYPE: C			
LAST NAME:		STATUS:	CLOSED
TITLE:		MI:	E
ADDRESS:			
CITY: ERIE	STATE: PA	ZIP:	
HOME PHONE:			
MODEL YEAR: 2010	MODEL: MILAN		
MILEAGE: 4400			
DEALER NAME: BOB FERRANDO FLM SAL	SALES CODE: F44218	P & A:	02191
REASON CODE: 0796 LEGAL - ALLEGED INJURY			
SYMPTOMS: 612600 SURGE CRUISE			

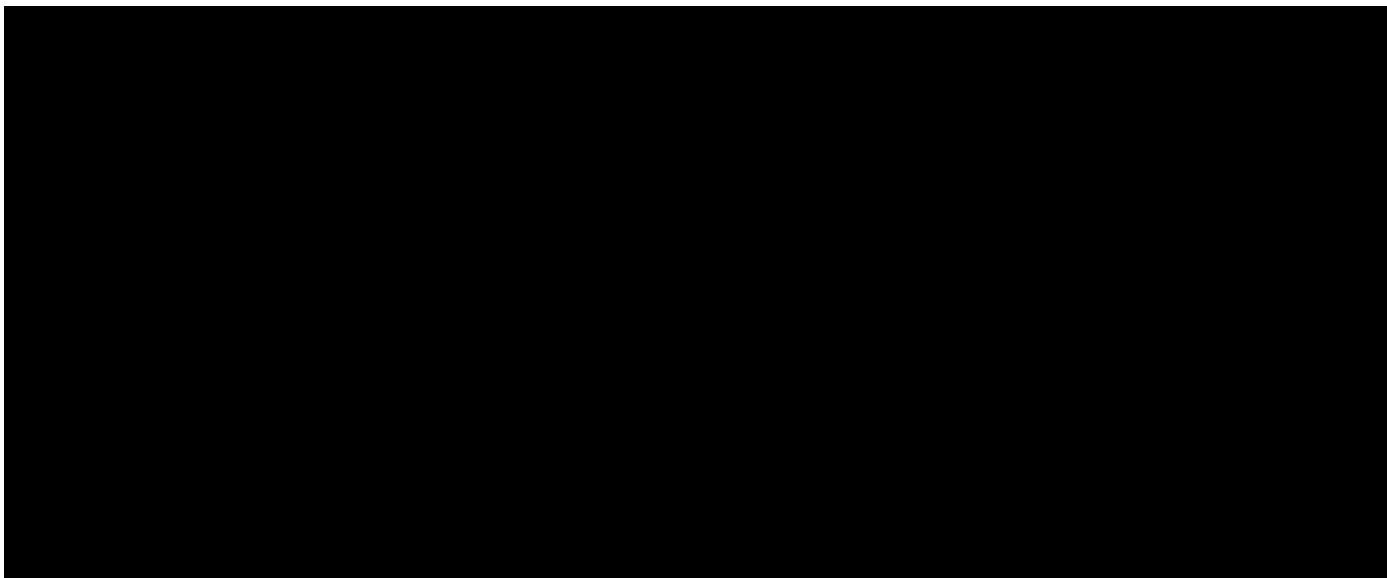
ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: DMACKI13 MACKINNON, DAVID

DATE: 2010/12/30 TIME: 12:55.42;  
ACTION DATA/COMMENTS:

CUSTOMER SAID: - - - ERIE PA -  
- ON 22DEC10 THROTTLE STUCK OPEN- VEH  
SMASHED A GUARD RAIL IN A PARKING GARAGE- MINIOR INJURIES  
INCLUDING BRUISING AND A BROKEN NOSE OF PASSENGER- POLICE  
REPORT FILED WITH ERIE MUNICIPALITY- REPORT # 10 53 239- CLAIM  
FILED WITH ERIE INSURANCE CO.- CLAIM # - VEH AT  
BODY SHOP- \$OVER 13,600 IN ESTIMATED DAMAGE AND CLIMING- CUST  
SEEKING FINANCIAL COMPENSATIONDEALER SAID: BOB FERRANDO  
FORD LINCOLN MERCURY RD #2 ROUTE 20 EGIRARD, PA 16417 TEL (814)  
774-5678CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO  
FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A  
WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR  
CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER  
CONTACT INFORMATION BEFORE SENDING ISSUE.

CONSUMER AFFAIRS

12/31/2010 FAXOGC1 CONFIDENTIAL



BEGINNING OF CONTACT  
12/06/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.05

=====

REGION: A1	SELECT DEALER	OGC ISSUE	CASE NBR:		
VIN: 3MEHMDJGXAR		ZONE: A08	OPENED:	2011/12/05	
		ENGINE: G	CLOSED:	2011/12/05	
		VEH TYPE: C			
=====					
LAST NAME:		FIRST NAME:	STATUS:	CLOSED	
TITLE:			MI:		
ADDRESS:					
CITY:	BRONX	STATE:	NY	ZIP:	
HOME PHONE:					
MODEL YEAR:	2010	MODEL:	MILAN		
MILEAGE:	20000				
DEALER NAME:	CITY WORLD FORD LINCOLN	SALES CODE:	F13003	P & A:	11192
REASON CODE:	0796 LEGAL - ALLEGED INJURY				
SYMPTOMS:	607600 STALLS/QUITS CRUISE				

=====

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: PCAPORA1 CAPORALE, PATRICIA

DATE: 2011/12/05 TIME: 15.46.35;  
ACTION DATA/COMMENTS:

CUSTOMER SAID: MOM WAS IN ACCIDENT ON DEC 2 - SHE PUT CAR IN REVERSE TO PARK AND JUMPED BACK AND HIT A CAR BEHIND HER - THEN WHEN PUT IT IN DRIVE IT JUMPED FORWARD AND WENT INTO A FENCE - AIRBAGS DID NOT DEPLOY = ACCIDENTS 1. DATE OF THE ACCIDENT 12/02/20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT = DON'T KNOW3. IF THERE WERE ANY INJURIES SUSTAINED - BRUISES AND CHEST BRUISES AND LEGS4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED = THE VEH WAS IN A BANK PARKING LOT5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. = YES6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. = NOT SURE7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED. = YES = 2930 43RD PRECINCT IN THE BRONX8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY. = YES9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. NONE YET10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. = NOT YET DETERMINED11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING = AIR BAGS DID NOT DEPLOY DON'T THINK SHE WILL WANT TO DRIVE THAT CAR ANY MORE = BECAUSE SHE IS AFRAID OF THE WAY IT ACTEDDEALER SAID: CITY WORLD FORD LINCOLN MERCURY SCHEDULE SERVICE 3305 BOSTON ROADBRONX NY 10469(888) 573-5213CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.

CONSUMER AFFAIRS

12/06/2011 FAXOGC1 CONFIDENTIAL



EUGENE KRUKAS, PLLC

ATTORNEY AT LAW

2742 GRAND AVENUE, 2ND FLOOR, BELLMORE, NY 11710

TEL: (516) 203-4001

FAX: (516) 740-3104

July 21, 2011

Ford Motor Company  
16800 Executive Plaza Dr.  
PO Box 6248  
Dearborn, MI 48121

Attn: Legal Department

Our Client: [REDACTED]  
Vehicle: 2010 Ford Escape  
VIN: 1FMCU9DGXAK [REDACTED]  
Our Case Number: 01-001254

Dear Sir or Madam:

Please be advised that this office represents the above-named individual with respect to a claim against Ford Motor Company under the New York Lemon Law, Magnusson-Moss Warranty Act, and the New York General Business Law concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with our client, nor make any offers to our client. All such communications must be directed to this office. Should our client request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of the warranty. Your communications with our client are to be limited solely to providing warranty work requested by our client. In addition, you are hereby notified of our attorney's lien

The vehicle my client purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

Engine Related Defects;

Transmission Related Defects;

OGC LIT 2011JUL27 PM5:27

Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

The aforementioned defects (repair invoices demonstrating same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client hereby revokes acceptance of the subject vehicle. My client has directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client will avail himself of all available remedies under law and equity.

Please be advised that my paralegal, Caysi Wolfe, will be responsible for handling this matter, and can be reached by telephone at (877) 505-3666 (Ext. 775) or by email at [cwolfe@lemonfreedom.com](mailto:cwolfe@lemonfreedom.com).

Very truly yours,



Eugene Kruk, Esq.  
Enc.

7094614  
D.M.V.

FORD • LINCOLN • MERCURY

175-185 EAST MAIN STREET, P. O. BOX 849, NORWICH, NY 13815

(607) 334-3273 - FAX (607) 334-4530

www.giantsauto.com

CUSTOMER NO. 17085	BRAND 13832	TAG NO 641	INVOICE DATE 11/16/09
LABOR RATE	MILEAGE 564	COLOR BLUE STEEL	INVENTORY N22215
VEHICLE MAKE/MODEL 10/FORD TRUCK/ESCAPE/SUBN	DELIVERY DATE 11/07/09	DELIVERY MILES 243	
VEHICLE ID NO. 1FMCU9DGXAK	SELLING DEALER NO.	PRODUCTION DATE	
P.T.E. NO. TF2245203	P.O. NO.	R.O. DATE 11/13/09	
COMMENTS			MO: 564

LABOR & PARTS  
 JOB # 1 10F0Z06 CHECK ENGINE LIGHT HOURS: 0.60 TECH(S):1290 36.56  
 CUSTOMER STATES CHECK ENGINE LIGHT ON  
 VEHICLE DID STALL OUT AT 50MPH  
 VERIFIED CUSTOMER CONCERN FAILURE CODESP2111 P2135 PER TSB  
 09-23-S FAILD ETB REPLACED CLEARED CODES ALL TESTS PASS

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 1	1	9L8Z-9E926-A	THROTTLE 358013	97.66	97.66	126.96
JOB # 1 COST TOTAL				97.66		
JOB # 1 TOTAL					97.66	126.96
JOB # 1 TOTAL LABOR & PARTS						163.52

COMMENTS  
 WAITING  
 DELETED OPERATION(S)  
 BSFOZ ACCESSORIES

R/O TAX 0.00  
 R/O TOTALS 163.52

CLAIM TOTALS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

APPROVED BY SIGNATURE

PRE-INVOICE

\*\*\*\*\*

4 days

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

DISCLAIMER OF WARRANTIES  
 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 OTHER PERSON TO ASSUME FOR IT ANY  
 LIABILITY IN CONNECTION WITH THE SALE OF  
 SAID PRODUCTS.

Return  
 To  
 Mark After  
 signed



7094614  
D.M.V.

# Smith Ford LLC SUPERCENTER

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175-185 EAST MAIN STREET, P. O. BOX 849, NORWICH, NY 13815  
(607) 334-3273 - FAX (607) 334-4530  
www.giantsauto.com

CELL: [REDACTED]

CUSTOMER NO. 17085	ADVISOR MARK COLEMAN	5136	TAG NO. 561	INVOICE DATE 12/03/09	[REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	[REDACTED]	629	COLOR BLUE STEEL	STOCK NO.
[REDACTED]	YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/SUBN	DELIVERY DATE 11/07/09		DELIVERY MILES 243	
EARLVILLE, NY [REDACTED]	VEHICLE ID. NO. 1 F M C U 9 D G X A K [REDACTED]	SELLING DEALER NO.		PRODUCTION DATE	
[REDACTED]	F.T.E. NO. TF2245203	P.O. NO.	R.O. DATE 11/24/09		
COMMENTS					MO: 629

LABOR & PARTS		DRIVEABILITY		TECH(S):1290		WARRANTY	
JOB # 1 10FOZ		CUSTOMER STATES VEHICLE STALING AGAIN ADVISE VERIFIED CUSTOMER CONCERN FAILURE CODE P2135 THROTTLE BODY REPLACED 11/30/2009 RO # 160026 564 MILES REPLACED UNDER SPW CLEARED CODES ALL TESTS PASS RUNS GOOD AT THIS TIME					
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY	
JOB # 1	1	9L8Z-9E926-A	THROTTL 358013			JOB # 1 TOTAL PARTS 0.00	
						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		
*****				TOTAL INVOICE \$	0.00		

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

DISCLAIMER OF WARRANTIES  
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 OTHER PERSON TO ASSUME FOR IT ANY  
LIABILITY IN CONNECTION WITH THE SALE OF  
SAID PRODUCTS.

\*THANK YOU FOR LETTING US SERVICE YOUR VEHICLE \*  
\*YOU MAY BE RECEIVING A SURVEY, IF FOR SOME REASON  
\*YOU WERE NOT COMPLETELY SATISFIED, PLEASE LET US  
\*KNOW RIGHT AWAY TO SERVE YOU BETTER\*

CUSTOMER SIGNATURE  
\*\*\*\*\*

DUPLICATE INVOICE

\*\*\*\*\*

10 days

THANK YOU FOR THIS OPPORTUNITY TO  
SERVE YOU. IT IS OUR AIM TO PERFORM ALL  
THE REPAIRS REQUESTED ON THIS REPAIR  
ORDER TO YOUR COMPLETE SATISFACTION.  
IF OUR SERVICE WAS SATISFACTORY TELL  
YOUR FRIENDS. IF NOT PLEASE TELL US  
IMMEDIATELY.

7094614  
D.M.V.

## FORD • LINCOLN

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(807) 334-3273 - FAX (807) 334-4530

www.giantsauto.com

CELL: [REDACTED]

CUSTOMER NO. 17085	MARK COLEMAN	5136	TAG NO. 641	INVOICE DATE	[REDACTED]
[REDACTED]	LABOR RATE	[REDACTED]	MILEAGE 24,730	VEHICLE BLUE STEEL	N22225
[REDACTED]	YEAR/MAKE/MODEL	10/FORD TRUCK/ESCAPE/SUBN		DELIVERY DATE	11/07/09
EARLVILLE, NY	VEHICLE D.O. NO.	1FMCU9DGXAK		SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	P.T.E. NO. TF2245203	P.O. NO.		R.O. DATE	12/01/10
[REDACTED]	COMMENTS	MO: 24730			

LABOR & PARTS  
# 1 30F0201

MINI TRANS CONCERN  
CUSTOMER STATES: FIRST THING COLD TRANS LURCHES ADVISE  
TECH(S): 11487  
TEST DRIVE VERIFIED CONCERN NO FAILURE CODES IN HISTORY OR  
CURRENT MEMORY FLUID BURNT AND DIRTY LOADTEST PER TSB 10B15  
PASSED REMOVED PAN DEBREE FROM CLUTCHES AIR TEST FAILED  
VALVE BODY OVERDRIVE AND FINAL CLUTCHES REMOVED AND  
DISASSEMBLED REPLACED VALVE BODY NEEDED CLUTCHES AND SEALS  
FLUSHED COOLER AND LINES REINSTALLED AND REFILED REPROGRAMED  
TEST DROVE GOOD AT THIS TIME

## WARRANTY.

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DISCLAIMER OF WARRANTIES  
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ANY OTHER PERSON TO ASSUME FOR IT ANY  
LIABILITY IN CONNECTION WITH THE SALE OF  
SAID PRODUCTS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOE # 1	1	9L8Z-7153-G	KIT - G 529682			WARRANTY
JOE # 1	1	7E5Z-7086-A	GASKET 508447			WARRANTY
JOE # 1	1	AL8Z-7H424-A	SEAL 511215			WARRANTY
JOE # 1	1	BL8Z-7A100-A	CONTROL 525650			WARRANTY
JOE # 1	-1	BL8Z-7A100-A	CORE RETURN			WARRANTY
JOE # 1	6	YL8Z-4529-AA	BOLT 506218			WARRANTY
JOE # 1	9	XT-10-QLVC	OIL - A 487722			WARRANTY
JOB # 1 TOTAL PARTS					0.00	
JOB # 1 TOTAL LABOR & PARTS					0.00	

COMMENTS  
CFL

## TOTALS

*****				TOTAL LABOR...	0.00
*****				TOTAL PARTS...	0.00
*****				TOTAL SUBLET...	0.00
*****				TOTAL G.O.G...	0.00
*****				TOTAL MISC CHG.	0.00
*****				TOTAL MISC DISC	0.00
*****				TOTAL TAX.....	0.00
*****				TOTAL INVOICE \$	0.00

\*THANK YOU FOR LETTING US SERVICE YOUR VEHICLE \*  
\*YOU MAY BE RECEIVING A SURVEY. IF FOR SOME REASON  
\*YOU WERE NOT COMPLETELY SATISFIED, PLEASE LET US  
\*KNOW RIGHT AWAY TO SERVE YOU BETTER\*

\*\*\*\*\* PRE-INVOICE \*\*\*\*\*

THANK YOU FOR THIS OPPORTUNITY TO  
SERVE YOU. IT IS OUR AIM TO PERFORM ALL  
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D.M.V.

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CELL: [REDACTED]

CUSTOMER NO. 17085	ADVISOR MARK COLEMAN	5136	TAG NO. 641	INVOICE DATE 01/21/11	[REDACTED]
[REDACTED]	LABOR RATE [REDACTED]	MILEAGE 25,691	COLOR BLUE STEEL	STOCK NO.	[REDACTED]
[REDACTED]	YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/SUBN	DELIVERY DATE 11/07/09	DELIVERY MILES 243		
EARLVILLE [REDACTED]	VEHICLE I.D. NO. 1FMCU9DGXAK [REDACTED]	SELLING DEALER NO.	PRODUCTION DATE		
[REDACTED]	F.Y.E. NO. TF2245203	P.O. NO.	R.O. DATE 01/19/11		
COMMENTS				MO: 25691	

LABOR & PARTS  
JOB # 1 30FOZ01

TECH(S): 11487  
 AUTO TRANS CONCERN  
 CUSTOMER STATES: NOISE WHEN PUT IN GEAR AND WHILE DRIVING  
 REPAIRS  
 VERIFIED CONCERN REMOVED AND DISASSEMBLED UNIT FOUND SUN GEAR  
 AND FORWARD CLUTCH FAULT REPLACED REASSEMBLED NOISE NO  
 LONGER PRESENT

INTERNAL

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

PARTS	QTY	IP	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 1	1	9107-7A098-B	SCREEN 511096		
JOB # 1	2	9102-7B164-B	PLATE - 356494		
JOB # 1	1	9107-7A019-A	RING GE 330233		
JOB # 1	1	TA 31	SEALANT 029449		
JOB # 1	9	X1 B QAW	FLUID - 072841		

INTERNAL  
INTERNAL  
INTERNAL  
INTERNAL  
INTERNAL

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR &amp; PARTS 0.00

TOTALS

*****	TOTAL LABOR....	0.00
*****	TOTAL PARTS....	0.00
* [ ] CASH [ ] CHECK CK NO. [ ]	TOTAL SUBLET...	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER	TOTAL G.O.G....	0.00
* [ ] AMER EXPRESS [ ] OTHER [ ] CHARGE	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 LETTING US SERVICE YOUR VEHICLE \*  
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 \*YOU WERE NOT COMPLETELY SATISFIED, PLEASE LET US  
 \*KNOW RIGHT AWAY SO WE CAN SERVE YOU BETTER\*

CUSTOMER SIGNATURE

THANK YOU FOR THIS OPPORTUNITY TO  
 SERVE YOU. IT IS OUR AIM TO PERFORM ALL  
 THE REPAIRS REQUESTED ON THIS REPAIR  
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 IF OUR SERVICE WAS SATISFACTORY TELL  
 YOUR FRIENDS, IF NOT PLEASE TELL US  
 IMMEDIATELY.



7094814  
D.M.V.

# Smith Ford LLC SUPERCENTER

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(607) 334-3273 - FAX (607) 334-4530  
www.giantsauto.com

CELL: [REDACTED]

CUSTOMER NO. 17085	ADVISOR WILLIAM TYRRELL 7263	TAB NO. 641	INVOICE DATE 07/06/11
[REDACTED]	LABOR RATE [REDACTED]	RELEASE 33,538	COLOR BLUE STEEL
[REDACTED]	YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/SUBN	DELIVERY DATE 11/07/09	DELIVERY MILES 243
EARLVILLE, NY	VEHICLE ID. NO. 1 F M C U 9 D G X A K	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO. TF2245203	P.O. NO.	R.O. DATE 06/25/11
[REDACTED]	COMMENTS MO: 33538		

LABOR & PARTS  
J# 1 20FOZ02 COOLING SYSTEM TECH(S):11487 WARRANTY  
CUSTOMER STATES  
COOLANT LEAK ADVISE  
PRESSURE TEST OF COOLING SYSTEM FAILED PUMP REPLACED REFILED  
AND RETESTED SYSTEM LEAK NO LONGER EVIDENT

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1		9L8Z-8501-A	PUMP AS 356205			WARRANTY
JOB # 1	1		9L8Z-8507-A	GASKET 359289			WARRANTY
JOB # 1	1		VC-7-B	ANTI-FR 719565			WARRANTY
JOB # 1 TOTAL PARTS						0.00	
JOB # 1 TOTAL LABOR & PARTS						0.00	

J# 2 30FOZZ AUTO TRANS CONCERN TECH(S):11487 WARRANTY  
WHEN SLOWING DOWN AND DOWN SHIFTING THERE IS A WHINING NOISE  
ESPECIALLY WHEN USING CRUISE CONTROL.  
TEST DROVE VERIFIED CONCERN NO CODES ALL ELECTRICAL TESTS  
PASS REMOVED AND MOUNTED TO BENCH DISASSEMBLED AND PREPAID  
COST CAP FORWARD CLUTCH WEARING ON FT PLANATRY SHELL  
CAUSED NOISE REPLACED PLANATRY SHELL AND FORWARD CLUTCHES  
ALL NEEDED SEALS FLUSHED LINES AND COOLER REINSTALED TEST  
DROVE NOISE NO LONGER EVIDENT

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2	1		9L8Z-7A098-B	SCREEN 511096			WARRANTY
JOB # 2	2		BI PO 30720	PLATE - 356494			WARRANTY
JOB # 2	1		9L8Z-7A019-A	RING GE 330233			WARRANTY
JOB # 2	1		YL8Z-7H426-BA	SEAL 528159			WARRANTY
JOB # 2	1		YL8Z-7H459-AC	COVER - 498703			WARRANTY
JOB # 2	1		9L8Z-7A089-D	CLUTCH 511710			WARRANTY
JOB # 2	1		XT-5-5QM	FLUID - 846066			WARRANTY
JOB # 2	4		XT-5-QHC	FLUID - 846073			WARRANTY
JOB # 2 TOTAL PARTS						0.00	
JOB # 2 TOTAL LABOR & PARTS						0.00	

J# 3+00FOZTAP SERVICE LOANER TECH(S):5136 WARRANTY  
TAP CLAIM - PROGRAM CODE TAP 1  
TRANSPORTATION ASSISTANCE 8 DAYS AT 30.00 PER DAY 240.00  
TOTAL

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 3 TOTAL PARTS						0.00	
JOB # 3 TOTAL LABOR & PARTS						0.00	

COMMENTS  
DROP OFF

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED  
  
DISCLAIMER OF WARRANTIES  
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 OTHER PERSON TO ASSUME FOR IT ANY  
LIABILITY IN CONNECTION WITH THE SALE OF  
SAID PRODUCTS.

12 days

THANK YOU FOR THIS OPPORTUNITY TO  
SERVE YOU. IT IS OUR AIM TO PERFORM ALL  
THE REPAIRS REQUESTED ON THIS REPAIR  
ORDER TO YOUR COMPLETE SATISFACTION.  
IF OUR SERVICE WAS SATISFACTORY TELL  
YOUR FRIENDS, IF NOT PLEASE TELL US  
IMMEDIATELY.

[REDACTED]  
Bellmore, NY [REDACTED]

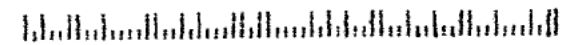
LONG ISLAND NY 117

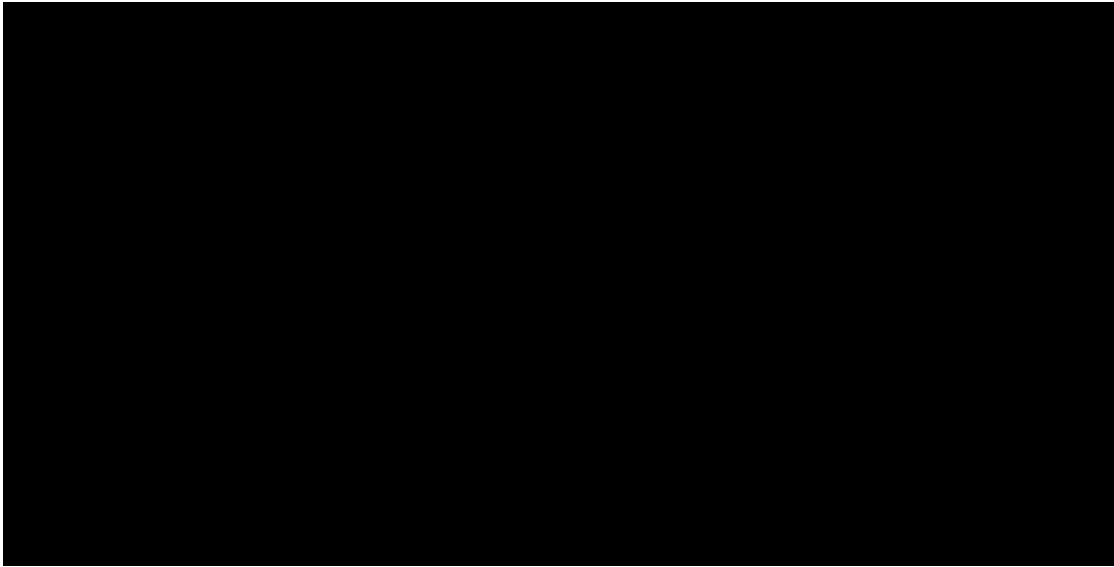
21 JUL 2011 PM 2 T



Ford Motor Company  
16800 Executive Plaza Dr.  
PO Box 6248  
Dearborn, MI 48121

48121+6248









**Service of Process  
Transmittal**

10/15/2012

CT Log Number 521405860



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

**RE:** **Process Served in Ohio**

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

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

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

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

**COURT/AGENCY:** Warren County Court of Common Pleas, OH  
Case # 12CV82967

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects -  
2010 Ford Fusion Hybrid VIN 3FADP0L33AR [REDACTED]

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Cleveland, OH

**DATE AND HOUR OF SERVICE:** By Certified Mail on 10/15/2012 postmarked on 10/08/2012

**JURISDICTION SERVED:** Ohio

**APPEARANCE OR ANSWER DUE:** Within 28 days after service, exclusive of the day of service - File answer with Pltfs.'s attorney or upon the Pltfs. if he has no attorney of record // Within 3 days after the service of answer on Pltfs.'s attorney - File answer with the court

**ATTORNEY(S) / SENDER(S):** Ronald L. Burdge  
Burdge Law Office Co., LPA  
2299 Miamisburg-Centerville Rd.  
Dayton, OH 45459  
937-432-9500

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight, 799193214670  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** C T Corporation System  
**PER:** James Wright  
**ADDRESS:** 1300 East 9th Street  
Suite 1010  
Cleveland, OH 44114  
**TELEPHONE:** 216-621-4270

Page 1 of 1 / DJ

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**  
**Rule 4 Ohio Rules of Civil Procedure**  
**Court of Common Pleas, Warren County, Lebanon, Ohio**

Case No: **12CV82967**

[REDACTED]  
VS

FORD MOTOR COMPANY

**TO: The following named defendant:**

Defendant: FORD MOTOR COMPANY  
C/O CT CORP SYSTEMS INC,S/A  
1300 EAST 9TH STREET  
STE 1010  
CLEVELAND OH 44114

You have been named as defendant in a complaint filed in this court by the following plaintiff:

Plaintiff: [REDACTED]

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff if he has no attorney of record, a copy of your answer to this complaint within twenty-eight (28) days after service of this summons upon you, excluding the date of service. Your answer must also be filed with our court within three days after the service of a copy of the answer on the plaintiff's attorney.

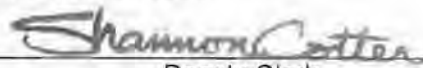
Failure to appear and present a defense to this complaint will result in a judgment by default being rendered against you for the relief demanded in the complaint.

Plaintiff's Attorney:

RONALD L BURDGE  
ATTORNEY AT LAW  
2299 MIAMISBURG-  
CENTERVILLE ROAD  
DAYTON OH 45459

James L. Spaeth, Clerk of Courts  
500 Justice Drive / P.O. Box 238  
Lebanon, Ohio 45036

By

  
Deputy Clerk

October 5, 2012

IF THE ABOVE NAMED DEFENDANT IS A CORPORATION PLEASE REFER TO OHIO REVISED  
CODE 4705.01.

2017 OCT -3 AM 9:17

CLERK OF COURT

IN WARREN COUNTY COMMON PLEAS COURT, OHIO

12 CV 82967

(JUDGE \_\_\_\_\_)

[REDACTED]  
MASON, OHIO [REDACTED]

PLAINTIFFS

- VS. -

CASE NO.

COMPLAINT

(LEMON LAW)

JUDGE FLANNERY

FORD MOTOR COMPANY  
c/o CT CORP. SYSTEMS, INC., S/A  
1300 EAST 9TH STREET, STE. 1010  
CLEVELAND, OH 44114-1503

DEFENDANT

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**FIRST CLAIM: LEMON LAW**

1. This case involves a defective lemon 2010 Ford Fusion Hybrid that was built, warranted, and distributed by Ford Motor Company, and sold and worked on under warranty by Kings Ford, Inc.
2. Plaintiffs purchased the vehicle with joint funds for [REDACTED] benefit and use.
3. When Plaintiffs purchased their 2010 Ford Fusion Hybrid, they thought that they were getting a safe and reliable vehicle. Instead,



their lemon 2010 Ford Fusion Hybrid stalls while driving and is unsafe to drive.

4. Plaintiffs presented this vehicle for repair of the stalling defect to Ford Motor Company's authorized dealer Kings Ford, Inc. within the first year and 18,000 miles of operation, but despite eight total repair attempts, the defect is not fixed and the vehicle still stalls while driving.
5. Since the vehicle was not fixed and it is unsafe to drive, Plaintiffs returned the vehicle to Ford's authorized dealer in April and have not driven it since.
6. Additionally, Plaintiffs purchased a hybrid in order to take advantage of the gas mileage, because they planned to use the vehicle for daily trips to a nursing home in Dayton. And, since they are unable to use the vehicle for these daily trips because it is unsafe to drive, they have been forced to use another vehicle which gets poor gas mileage.
7. Additional defects include, but are not limited to: warning lights that flash, turn signals that will not work, a slow crank, hesitation, at times the vehicle will not go over 20 miles per hour, and more.
8. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
9. This claim is for breach of express, and/or implied warranties, and

violation of the Ohio Lemon Law<sup>1</sup> by Ford Motor Company.<sup>2</sup>

10. Plaintiffs performed all conditions precedent to private enforcement of the Ohio Lemon Law.
11. The vehicle involved in this case qualifies as a “lemon,” both generically, and under the Lemon Law.
12. As a result of the above, and the allegations below, inter alia, Defendant breached its express, and/or implied warranties, and violated the Ohio Lemon Law to the injury of Plaintiffs, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
13. At all times relevant, Plaintiffs were each a consumer.
14. At all times relevant, Kings Ford, Inc.<sup>3</sup> was a supplier, and merchant, and an authorized representative of the Manufacturer.
15. At all times relevant, the Manufacturer was a supplier, and merchant and manufacturer or distributor.
16. On or about August 2, 2009, the parties entered into a consumer transaction, in that Plaintiffs agreed to purchase from the Dealer, the Dealer agreed to sell to Plaintiffs, a certain 2010 Ford Fusion Hybrid motor vehicle, VIN # 3FADP0L33AR [REDACTED] and as part of the deal,

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<sup>1</sup>Revised Code 1345.71 *et seq.*

<sup>2</sup>Hereafter referred to as the Manufacturer.

<sup>3</sup>Hereafter referred to as the Dealer.

the Manufacturer agreed to warrant the vehicle to be free from malfunctions and defects.

17. A copy of the contract is not attached for the reason that it is available to the Defendant. Plaintiffs will provide a copy upon request, and it will be introduced into evidence at the trial hereof.
18. Plaintiffs purchased the vehicle in reliance on the existence of a written warranty from Defendant, and on advertising representations and/or warranties of Defendant.
19. A copy of the Manufacturer's warranty is not attached for the reason that it is available to the defendant. Plaintiffs will provide a copy upon request, and it will be introduced into evidence at the trial hereof.
20. After purchasing the vehicle, Plaintiffs discovered that it did not conform to the representations of Defendant inasmuch as it developed continuing malfunctions, defects, and problems, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
21. Through its advertising and otherwise, Defendant represented that the vehicles it built were fit for the purpose for which they were designed, that they are safe and suitable vehicles for their intended designed use, reliably operable for private transportation. Plaintiffs purchased the vehicle in reliance upon the belief that Defendant



possessed a high degree of manufacturing skill and judgment.

22. Through its advertising and otherwise, Defendant represented that the vehicles which it manufactured were of merchantable quality, fit and in proper condition for the ordinary use for which such vehicles are designed and used, and Plaintiffs relied on such; the vehicle involved in this case was not, however, of merchantable quality, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
23. The malfunctions and defects in the vehicle severely and substantially impaired its use, and/or safety, and/or value to Plaintiffs, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
24. Defendant's failure to timely fix all of the vehicle's defects has caused Plaintiffs to lose confidence in the reliability of the subject motor vehicle, and in the ability of the Manufacturer to repair the vehicle's defects, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
25. Plaintiffs provided Defendant, and/or one or more of its authorized dealers, with a reasonable number of opportunities to repair the vehicle; but they have each neglected, failed, refused, or otherwise been unable to do so within a reasonable number of attempts, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.

26. Plaintiffs provided Defendant and/or one or more of its authorized dealers with a reasonable amount of time to repair the vehicle; but they have each neglected, failed, refused, or otherwise been unable to do so within a reasonable amount of time, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
27. As a result of the above facts, Defendant breached its warranties and representations with respect to the vehicle, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
28. One or more of the defects and malfunctions in the vehicle were covered under the terms of the Defendant's warranties, and the Defendant failed to repair the vehicle, thereby diminishing the use, and/or safety, and/or value of the vehicle, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
29. Defendant, and/or one or more of its authorized dealers, had notices of the breaches of the express and/or implied warranties and the defective condition of the subject motor vehicle within a reasonable time.
30. Plaintiffs suffered, and shall continue to suffer actual, incidental and consequential damages as a direct and proximate result of the inability, or other failure, of Defendant's authorized representatives to repair or replace the vehicle, or refund its price.

## **SECOND CLAIM: MAGNUSON MOSS ACT**

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

## **THIRD CLAIM: CONSUMER ACT**

35. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
36. This claim is for violation of the Ohio Consumer Sales Practices Act<sup>5</sup>

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

<sup>5</sup>ORC 1345.01, *et seq.* Hereafter referred to as the Consumer Act.



by Ford Motor Company.

37. The Defendant violated the Magnuson Moss Warranty Act in one or more manners, and knew, or should have known that doing so would be unfair and/or deceptive and/or unconscionable to Plaintiffs, and did it anyway, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
38. The Defendant breached and/or failed to honor its express and/or implied warranties to Plaintiffs, and had a legal obligation to Plaintiffs with no valid legal defense for not performing those obligations, but avoided, or attempted to avoid, one or more of its obligations. Defendant knew, or should have known, that doing so would be unfair and/or deceptive and/or unconscionable to Plaintiffs, but did it anyway, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
39. The Defendant violated the Lemon Law and knew, or should have known, that it was doing so and that it would be unfair and/or deceptive and/or unconscionable to Plaintiffs, but did it anyway, and that was unfair and/or deceptive and/or unconscionable to Plaintiffs.
40. As a result of the above, inter alia, Defendant committed one or more unfair or deceptive acts or practices in violation of the Consumer Act, before, during, or after a consumer transaction between Plaintiffs

and a supplier in relation to the 2010 Ford Fusion Hybrid.

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

### **PRAYER FOR RELIEF**

1. On the first claim, violation of the Ohio Lemon Law, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

2. On the second claim, violation of the Magnuson-Moss Warranty Act, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

3. On the third claim, violation of the Ohio Consumer Sales Practices Act, \$200.00 statutory damages or three times such actual damages, whichever is greater, and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

### **ALTERNATIVE PRAYER FOR RELIEF**

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

1. On the first claim, an Order requiring Defendant to repurchase the subject vehicle and pay compensation to Plaintiffs as appropriate under the Ohio

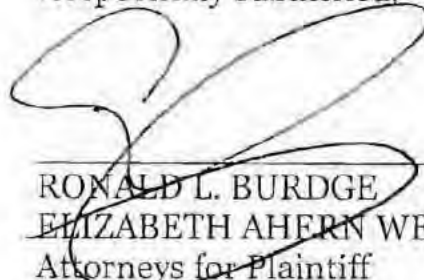
Lemon Law;

2. On the second claim, rescission under the Magnuson Moss Warranty Act and damages under the Ohio Commercial Code;

3. On the third claim, statutory rescission under the Consumer Act;

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

Respectfully submitted,



RONALD L. BURDGE (0015609)

ELIZABETH AHERN WELLS (0078320)

Attorneys for Plaintiff

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Dayton, Ohio 45459-3817

Telephone: 937.432.9500

Facsimile: 937.432.9503

Email: [Ron@OhioLemonLaw.com](mailto:Ron@OhioLemonLaw.com)

[Beth@OhioLemonLaw.com](mailto:Beth@OhioLemonLaw.com)

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

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

Z:\data\Smith\Core Complaint 092712 bw.wpd



## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
8/23/2012 CLOSED	[REDACTED] CORRESPONDENCE - CORRESPONDENCE	3FADP0L33AR [REDACTED] 1586531392	2010 FUSION	01
8/22/2012 CLOSED	[REDACTED] DRP-VEHICLE REPLACEMENT REQUEST	3FADP0L33AR [REDACTED] 1586531392	2010 FUSION	06
8/10/2012 CLOSED	[REDACTED] CLP - IN - BUYBACK - MULTIPLE REPAIRS	3FADP0L33AR [REDACTED] 1586531392	2010 FUSION	04
6/5/2012 CLOSED	[REDACTED] DEALER GENERATED INFORMATION ISSUE	3FADP0L33AR [REDACTED] 1586531392	2010 FUSION	03
5/18/2012 CLOSED	[REDACTED] DEALER GENERATED INFORMATION ISSUE	3FADP0L33AR [REDACTED] 1586531392	2010 FUSION	02

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10/17/2012

## All Action Details for Issue

[Print](#)

VIN: 3FADP0L33AR [REDACTED]  
Name: [REDACTED]  
Symptom Desc:  
Reason Desc: CORRESPONDENCE - CORRESPONDENCE  
Issue Type: 01 INQUIRY

Year: 2010  
Owner Status: Original  
Issue Status: CLOSED

Model: FUSION  
WSD: 2009-07-31  
Primary Phone: [REDACTED]  
Secondary Phone:

Case: [REDACTED]

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE  
CSR

Odometer: 36804 MI

Comm Type: INBOUND CUSTOMER  
MAILAnalyst Name:  
LYONS, DAVONYA

Analyst: DLYONS7

Action Date: 08/23/2012

Action Time: 10:27:17,226

Action Data: No

Comments CUSTOMER SAID: \*\*\*SEE HISTORICALS- LTR DATED AUG 10- PREDATES HANDLING\*\*\*CRC ADVISED:-  
PREDATES HANDLING- ATTACH ONLY\*\*\*

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10/17/2012

## All Action Details for Issue

[Print](#)

VIN: 3FADP0L33AR [REDACTED] Year: 2010  
 Name: [REDACTED] Owner Status: Original  
 Symptom Desc: FAST IDLE ACCELERATOR BINDS ALL ENGINE TEMP  
 Reason Desc: DRP-VEHICLE REPLACEMENT REQUEST  
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Model: FUSION Case: [REDACTED]  
 WSD: 2009-07-31  
 Primary Phone: [REDACTED]  
 Secondary Phone:

Action: OPEN - PENDING ELIGIBILITY

Dealer: 01970 KINGS FORD INC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 36804 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 07/18/2012

Action Time: 16.05.30.723

Action Data: No

Comments NEW CASE: FRD1221734. PROBLEMS: CAR TAKEN IN FOR FIRST OIL CHANGE, REQUEST FOR CHECK IDLE, MAKING AN ABNORMAL NOISE, ENGINE DYING AT STOP INTERMITTENTLY, CAR CONTINUES TO STALL OUT.

Action: OPEN - CABBB CASE ELIGIBLE

Dealer: 01970 KINGS FORD INC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 36804 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 07/18/2012

Action Time: 16.05.33.479

Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP

Dealer: 01970 KINGS FORD INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Odometer: 36804 MI

Comm Type: OUTBOUND  
EMAIL-OTHER

Analyst Name: JAYMIE SHEIR  
(JSHEIR1)

Analyst: JSHEIR1

Action Date: 07/19/2012

Action Time: 16.50.19.904

Action Data: No

Comments -DLR REPORT REQ SENT TO PSD MATT HUBER @ KINGS FORD; TFOAM 20085868 SENT

Action: ARBITRATION-AWA DRS SPENDING

Dealer: 01970 KINGS FORD INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Odometer: 36804 MI

Comm Type: OUTBOUND  
EMAIL-OTHER

Analyst Name: JAYMIE SHEIR  
(JSHEIR1)

Analyst: JSHEIR1

Action Date: 07/20/2012

Action Time: 11.23.05.966

Action Data: Yes

Comments -REC'D ARBITRATION DENIAL DECISION FROM BBB

## Data Element Name

## Data Value

ARBITRATOR NAME (LAST NAME, FIRST NAME)

JOHN JACOBSON

DENIAL DECISION (Y=YES, N=NO)

Y

VEHICLE PAYMENT

VEHICLE REIMBURSEMENT

ESP (Y=YES, N=NO)

10/17/2012



PLAN NAME  
 PLAN TIME  
 PLAN MILEAGE  
 RAV (Y=YES, N=NO)  
 RAV TYPE  
 FURTHER REPAIR (Y=YES, N=NO)

Action: CORRECTION OF INFORMATION IN PREVIOUS ACTION

Dealer: 01970 KINGS FORD INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
 RESOLUTION PROGRAM

Odometer: 36804 MI

Comm Type: OUTBOUND  
 EMAIL-OTHER

Analyst Name: JAYMIE SHEIR  
 (JSHEIR1)

Analyst: JSHEIR1

Action Date: 07/20/2012

Action Time: 11.26.34.240

Action Data: No

Comments -DISREGARD PREVIOUS UPDATE ON DECISION-INCORRECTLY UPDATED WRONG CASE

Action: CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

Dealer: 01970 KINGS FORD INC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 36804 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 07/23/2012

Action Time: 16.05.23.035

Action Data: No

Comments CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 01970 KINGS FORD INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
 RESOLUTION PROGRAM

Odometer: 36804 MI

Comm Type: OUTBOUND  
 EMAIL-OTHER

Analyst Name: JAYMIE SHEIR  
 (JSHEIR1)

Analyst: JSHEIR1

Action Date: 08/02/2012

Action Time: 10.42.16.716

Action Data: Yes

Comments -7/23 REC'D DLR REPORT FROM KING'S FORD

Data Element Name

Data Value

DATE PAPERWORK REC'D

07-23-2012

Action: INBOUND CALL FROM OTHER

Dealer: 01970 KINGS FORD INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
 RESOLUTION PROGRAM

Odometer: 36804 MI

Comm Type: OUTBOUND  
 EMAIL-OTHER

Analyst Name: JAYMIE SHEIR  
 (JSHEIR1)

Analyst: JSHEIR1

Action Date: 08/10/2012

Action Time: 11.41.40.645

Action Data: No

Comments -IBC FROM BBB FOR CONFERENCE WITH MATT @ BBB AND CUST-DISCUSSED W/ CUST THAT THRU BBB AUTOLINE VEH IS ELIGIBLE ONLY FOR REPAIRS DUE TO MILEAGE ON VEH-ADVISED CUST AGAIN THAT FMC IS OFFERING FSE TO INSPECT VEH AND PERFORM ANY NECESSARY REPAIRS AND THAT UPON SATISFACTION A GOODWILL PAYMENT WOULD BE OFFERED (NEED PAYMENT INFO)-CUST IS NOT HAPPY WITH OUTCOME-CUST WILL PURSUE LEGAL ACTION-NEED TO VERIFY CUST DECISION WITH BBB

10/17/2012

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Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01970 KINGS FORDING

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 36804 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 08/22/2012

Action Time: 21.05.42.809

Action Data: No

Comments CASE SPECIALIST CHANGED TO MARY ANN KHALIFEH

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Action: CUSTOMER WITHDRAWS SEEKING REMEDIES OUTSIDE SCOPE OF PROGRAM

Dealer: 01970 KINGS FORDING

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 36804 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 08/22/2012


Action Time: 21.05.54.520

Action Data: No

Comments CUSTOMER WITHDRAWS SEEKING REMEDIES OUTSIDE SCOPE OF PROGRAM

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10/17/2012

## All Action Details for Issue

[Print](#)

VIN: 3FADP0L33AR [REDACTED]  
Name: [REDACTED]  
Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP  
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS  
Issue Type: 04 REGION  
Initial Customer Contact: 08/10/2012

Year: 2010  
Owner Status: Original  
Issue Status: CLOSED

Model: FUSION Case: [REDACTED]  
WSD: 2009-07-31  
Primary Phone: [REDACTED]  
Secondary Phone:

Action: TIER ONE OPEN ISSUE  
Dealer: 01970 KINGS FORD INC  
Odometer: 1 Mi  
Analyst Name: BROWN, ERNEST  
Action Date: 07/31/2012

Comm Type: PHONE  
Analyst: EBROW270  
Action Time: 10.57.33.782

Origin Desc: TIER ONE - MELBOURNE  
Action Data: No

Comments -SEE HISTORICALS -TRYING TO CONTACT [REDACTED] -3FADP0L33AR [REDACTED] -BBB-SENT A LETTER BB AUTOLINE REFERRED TO HER -REQUEST TO HAVE -CUSTOMER IS STILL LOOKING TO PURSUE THE CASE - ADVISED CS I SEE THAT YOU HAVE INITIATED CONTACT WITH THE BETTER BUSINESS BUREAU AND HAVE AN OPEN ARBITRATION CLAIM. AT THIS TIME, PLEASE CONTINUE TO WORK WITH YOUR DISPUTE RESOLUTION SPECIALIST AT THE BBB ON THESE ISSUES." -CUSTOMER IS ASKING TO SPEAK WITH JAMIE SHIER AND DOES NOT WANT TO SPEAK WITH BBB-ASKING FOR AN ENGINEER TO DRIVE THE CAR -CUSTOMER IS HAVING ISSUE WITH THE CAR DIEING IN TRAFFIC -CUSTOMER IS SEEKING A RESOLUTION WITH FORD AND NOT BBB- CUSTOMER IS WITHOUT A CAR AND IS NEEDING A VEHICLE -SAYING THE LETTER FROM BBB IS INACCURATE - WOULD NOT TAKE EXCEED 36000 MILES -ADVISED -FORD HAS NOT INVESTED IT ON OUR END BB CRITERIA MAY BE DIFFERENT-ADVISED CS-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.-WAS ASKING FOR JAMIE INFORMED CS NO GURANTEE JAMIE WOULD CONTACT THEM BACK BUT THEY WOULD BE CONTACTED BYE A SPECIALIST

Action: BBB BATCH CASE NEW CASE OPENED  
Dealer: 01970 KINGS FORD INC  
Odometer: 1 Mi  
Analyst Name: DEW (TDEW1),TARA  
Action Date: 08/10/2012

Comm Type: OTHER  
Analyst: TDEW1  
Action Time: 13.16.22.267 Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments CSM TARA FOR CSM TANDY X77728 - CUST HAS SINCE CONTACTED CRC BACK AND HAS BEEN WORKING W/ DRP JAYMIE - NO CUST CONTACT NEEDED FROM CSM - CLOSING CASE

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10/17/2012



## All Action Details for Issue

[Print](#)

VIN: 3FADP0L33AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: GENE A SMITH Owner Status: Original WSD: 2009-07-31  
 Symptom Desc: Primary Phone: [REDACTED]  
 Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone:  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 05/24/2012

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT  
 Dealer: 01970 KINGS FORDING Origin Desc: DEALER  
 Odometer: 36005 MI Comm Type: VISIT  
 Analyst Name: MATT HUBER Analyst: M-HUBER  
 Action Date: 05/24/2012 Action Time: 14.15.37.300 Action Data: No

Comments VEHICLE AT THE DEALERSHIP HAS HAD MULTIPLE REPAIR ATTEMPTS. HAVE HAD FSE INSPECT AND REPAIR ATTEMPTS CUSTOMERS WANTS OTHER VEHICLE. MATT HARBER FORD REP. SAID TO CALL CUOL AND GET STARTED

Action: CREATE FOLLOW UP  
 Dealer: 01970 KINGS FORDING Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 36005 MI Comm Type: OUTBOUND CALL TO DEALER  
 Analyst Name: SPROUL (GSPROUL), GAIL Analyst: GSPROUL  
 Action Date: 05/24/2012 Action Time: 15.11.27.986 Action Data: Yes

Comments CSM GAIL X77762 OBC TO SM MATT ASKING WHY HAS MECHANIC NOT FINISHED WITH WHAT HOTLINE IS REQUESTING BE DONE///ASLO NOTES VEHICLE MUST HAVE RUN FINE FROM NOVEMBER UNTIL MAY SO PERHAPS SOMETHING DONE IN NOVEMBER MIGHT HAVE CORRECTED PROBLEM// CSM ALSO ASKED SM WHAT POSITION AT THE DEALERSHIP THE CUSTOMER HOLDS AND WAS ADVISED THIS IS OUR SHUTTLE DRIVERS VEHICLE///CSM WILL REVIEW HOT LINE NOTES AND WAIT TO HEAR WHAT FSE HAS TO SAY ONCE INVOLVED AND THEN CSM WILL OPEN A TAR

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-30-2012
TIME OF FOLLOW UP (HH:MM):	16:30

Action: CREATE FOLLOW UP  
 Dealer: 01970 KINGS FORDING Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 36005 MI Comm Type: OTHER  
 Analyst Name: SPROUL (GSPROUL), GAIL Analyst: GSPROUL  
 Action Date: 05/30/2012 Action Time: 09.19.28.456 Action Data: Yes

Comments CSM GAIL X77762 RESEARCH SHOWS DEALER IS STILL IN CONTACT WITH HOTLINE AND ADDRESSING CONCERN///SET FU FOR FRIDAY

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-01-2012

10/17/2012

TIME OF FOLLOW UP (HH:MM):

16:30

Action: CREATE FOLLOW UP

Dealer: 01970 KINGS FORDING

Origin Desc: CUSTOMER CARE  
SOLUTIONS TEAM

Odometer: 36005 MI

Comm Type: OUTBOUND CALL TO  
DEALERAnalyst Name: SPROUL  
(GSPROUL),GAIL

Analyst: GSPROUL

Action Date: 06/01/2012

Action Time: 08.57.44.303

Action Data: Yes

Comments CSM GAIL OBC TO SM MATT ASKING HE PLEASE FAX REPAIR ORDERS TO CSM AS ZONE MGR HAS  
ASKED CSM TO LOOK INTO THIS

Data Element Name

Data Value

DATE OF FOLLOW UP:

06-05-2012

TIME OF FOLLOW UP (HH:MM):

16:30

Action: CREATE FOLLOW UP

Dealer: 01970 KINGS FORDING

Origin Desc: CUSTOMER CARE  
SOLUTIONS TEAM

Odometer: 36005 MI

Comm Type: OUTBOUND CALL TO  
DEALERAnalyst Name: SPROUL  
(GSPROUL),GAIL

Analyst: GSPROUL

Action Date: 06/05/2012

Action Time: 11.30.45.023

Action Data: Yes

Comments CSM GAIL X77762 REVIEWED FOR BB AND PROBLEMS WITH STALLING STARTED WHEN VEHICLE WAS  
24 MONTHS OLD PER RO'S THAT SM SENT TO CSM//// BASED ON FORDS GUIDELINE'S THIS DOES NOT MEET  
CRITERIA

Data Element Name

Data Value

DATE OF FOLLOW UP:

06-06-2012

TIME OF FOLLOW UP (HH:MM):

16:30

Action: CONCERN ADDRESSED

Dealer: 01970 KINGS FORDING

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 36005 MI

Comm Type: OTHER

Analyst Name: SPROUL  
(GSPROUL),GAIL

Analyst: GSPROUL

Action Date: 06/05/2012

Action Time:  
11.39.05.306

Action Data: Yes

Comments CSM GAIL X77762 CLOSING CASE CONCERN ADDRESSED

Data Element Name

Data Value

CUSTOMER'S LTV SCORE

89

PARTS ESCALATION USED? (Y/N)

N

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

N

TECH HOTLINE CONSULTED? (Y/N)

N

ESP USED? (Y/N)

N

SCP USED? (Y/N)

N

X-PLAN USED? (Y/N)

N

Ac... 10/17/2012

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

---

Ford Confidential

... 10/17/2012



## All Action Details for Issue

[Print](#)

VIN: 3FADP0L33AR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2009-07-31 [REDACTED]  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone:  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CUST SAT REST TOOL UTILIZED - VEHICLE REPLACEMENT OFFERED  
Dealer: 01970 KINGS FORDINC Origin Desc: DEALER  
Odometer: 36200 MI Comm Type: VISIT  
Analyst Name: MATT HUBER Analyst: M-HUBER  
Action Date: 05/18/2012 Action Time: 16:17:33.062 Action Data: No

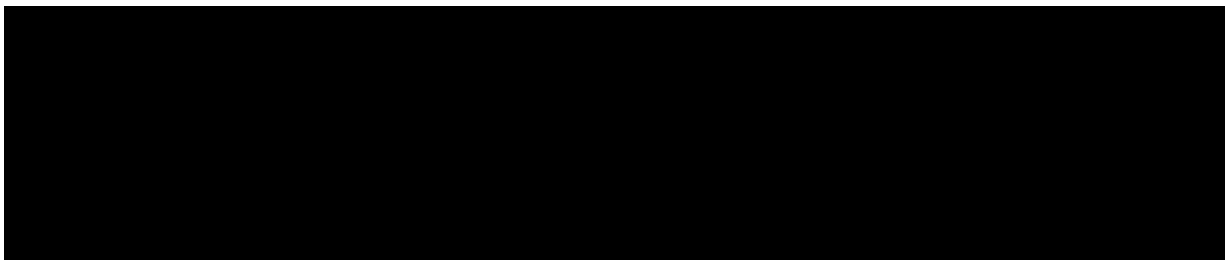
Comments VEHICLE HAS STALLED MULTIPLE TIMES AND HAVE DONE ALL REPAIRS KNOWN BY FORD.  
CUSTOMER IS AFFRAID TO DRIVE VEHICLE AND WOULD LIKE REPLACEMENT

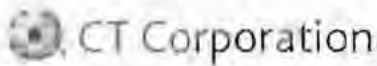
Action: CLOSING PENDING 02 ISSUES  
Dealer: 01970 KINGS FORDINC Origin Desc: SYSTEMS TEAM  
Odometer: Comm Type: OTHER  
Analyst Name: Analyst: SYSTEM  
Action Date: 05/18/2012 Action Time: 23:01:17.577 Action Data: No

Comments CLOSED BY SYSTEM

Ford Confidential

10/17/2012





**Service of Process  
Transmittal**

10/15/2012

CT Log Number 521414915



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

**RE: Process Served in Texas**

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

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

**TITLE OF ACTION:** [REDACTED], Pltfs. vs. Ford Motor Company, Dft.  
**DOCUMENT(S) SERVED:** Citation, Return, Original Petition and Request for Disclosure, Exhibit(s)  
**COURT/AGENCY:** 370th Judicial District Court Hidalgo County, TX  
Case # C311712G  
**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - 2010 Ford Escape, VIN  
1FMCU0EG4AK [REDACTED]  
**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Dallas, TX  
**DATE AND HOUR OF SERVICE:** By Certified Mail on 10/15/2012 postmarked: "Not Post Marked"  
**JURISDICTION SERVED :** Texas  
**APPEARANCE OR ANSWER DUE:** By 10:00 a.m. on the Monday next following the expiration of 20 days -To File  
Written Answer / / Within 50 Days -Request for Disclosure  
**ATTORNEY(S) / SENDER(S):** Robert Kiddie  
Krohn & Moss, Ltd.  
2421 McCook Dr.  
Georgetown, TX 78626  
312-578-9428  
**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex Priority Overnight , 799205421090  
Image SOP  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM  
**SIGNED:** C T Corporation System  
**PER:** Amber Carrouth  
**ADDRESS:** 350 North St Paul Street  
Suite 2900  
Dallas, TX 75201  
**TELEPHONE:** 214-932-3601

Page 1 of 1 / SG

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.



COPY

**C-3117-12-G**  
**370TH DISTRICT COURT, HIDALGO COUNTY, TEXAS**

---

**CITATION**

---

**THE STATE TEXAS**

**VS.**

**FORD MOTOR COMPANY**

**NOTICE TO DEFENDANT:** You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served this citation and petition, a default judgment may be taken against you.

**FORD MOTOR COMPANY**  
**C/O CT Corporation System**  
**350 N. St. Paul St., Suite 2900**  
**Dallas, Texas 75201**

You are hereby commanded to appear by filing a written answer to the PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR RULE 194 DISCLOSURES at or before 10:00 o'clock a.m. on the Monday next after the expiration of twenty (20) days after the date of service hereof, before the Honorable 370th District Court of Hidalgo County, Texas at the Courthouse, 100 North Clossner, Edinburg, Texas 78539.

Said Petition was filed on the on this the 9th day of October, 2012 and a copy of same accompanies this citation. The file number and style of said suit being **C-3117-12-G**,

**VS.**

**FORD MOTOR COMPANY.**

Said Petition was filed in said court by attorney Robert Kiddie, Jr. located at 2421 McCook Dr., Georgetown, Texas 78626.

The nature of the demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

**ISSUED AND GIVEN UNDER MY HAND AND SEAL** of said Court at Edinburg, Texas this the on this the 11th day of October, 2012.

**LAURA HINOJOSA, DISTRICT CLERK**  
**HIDALGO COUNTY, TEXAS**

  
**JOSEPH GONZALEZ DEPUTY CLERK**

**CERTIFICATE OF RETURN  
UNDER RULES 103 T.R.C.P.**

This is to certify that on the on this the 11th day of October, 2012 I, Joseph Gonzalez, Deputy Clerk of the 370th District Court of Hidalgo County, Texas mailed to the defendant in Cause Number Contract - Consumer/Commerical/Debt (OCA), [REDACTED]

VS.

FORD MOTOR COMPANY a copy of the citation along with a copy of the petition by certified mail return receipt requested that on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, (or unserved for the reason on the certificate return) \_\_\_\_\_.

**GIVEN UNDER MY HAND AND SEAL OF SAID COURT**, at office in Edinburg Texas this on this the 11th day of October, 2012.

**LAURA HINOJOSA, DISTRICT CLERK  
HIDALGO COUNTY, TEXAS**

\_\_\_\_\_  
**JOSEPH GONZALEZ, DEPUTY CLERK**

**COMPLETE IF YOU ARE PERSON OTHER THAN A SHERIFF,  
CONSTABLE OR CLERK OF THE COURT**

In accordance to Rule 107, the officer or authorized person who serves or attempts to serve a citation must sign the return. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return must either be verified or be signed under the penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_ and the address is \_\_\_\_\_, and I declare under penalty of perjury that the foregoing is true and correct.

**EXECUTED** in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Declarant"**

\_\_\_\_\_  
**If Certified by the Supreme Court of Texas  
Date of Expiration / SCH Number**

[REDACTED]

Plaintiffs,

vs.

FORD MOTOR COMPANY

Defendant.

§  
§  
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§  
§

IN DISTRICT COURT

OCT 09 2012

LAURA HINOJOSA, CLERK  
District Courts, Hidalgo County  
By \_\_\_\_\_ (Deputy #22)

370<sup>th</sup> JUDICIAL DISTRICT

HIDALGO COUNTY, TEXAS

**PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR RULE 194 DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW [REDACTED] Plaintiffs in the above entitled and numbered cause, by and through their attorneys, KROHN & MOSS, LTD., and files this, their Original Petition, complaining of FORD MOTOR COMPANY ("Defendant"), and for cause would show as follows:

**DISCOVERY CONTROL PLAN**

1. Plaintiffs intend to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

**PARTIES**

2. Plaintiffs [REDACTED] ("Plaintiffs"), are adult individuals and legal residents of the State of Texas, residing at [REDACTED], TX [REDACTED]

3. Defendant, FORD MOTOR COMPANY ("Defendant"), is a business corporation qualified to do and regularly conducting business in the State of Texas and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Defendant is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Freeway Ford ("Seller").



Defendant can be served at its local residence c/o CT Corporation System, 350 N. St. Paul St., Suite 2900, Dallas, Texas 75201.

### **JURISDICTION AND VENUE**

4. This court has jurisdiction over the Defendant as it either conducts business in or personally resides in the State of Texas.

5. The amount in controversy is within the jurisdictional levels of this Court.

6. Venue is permissible in Hidalgo County as Defendant can be served here or because Plaintiffs are residents of this County or because the vehicle was purchased and/or repaired in said County.

### **BACKGROUND**

7. On or about October 7, 2009, Plaintiffs purchased from Seller a 2010 Ford Escape ("Escape"), manufactured by Defendant, Vehicle Identification No. 1FMCU0EG4AK [REDACTED] for valuable consideration (See copy of Plaintiffs' purchase contract, attached hereto as Exhibit "A").

8. The price of the Escape, totaled more than \$31,904.06.

9. In consideration for the purchase of the Escape, Defendant issued and supplied to Plaintiffs its written warranty, that included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other standard warranties fully outlined in Defendant's Warranty booklet.

10. Defendant engages in nationwide advertising campaigns to sell vehicles, including the Escape, to the public through a system of authorized selling agents of Defendant, including Seller herein.

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

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

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

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

15. In requiring Seller to provide Defendant's written warranty, Defendant undertakes, at the time of sale, the responsibility of repairing its vehicles, including the Escape, and makes the accompanying promise to repair in consideration for the sale of the Escape.

16. Defendant issues and supplies to consumers, including Plaintiff herein, its written warranty described above as an inducement for the sale of the Escape.

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

18. The retail price of the Escape is determined by Defendant and not Seller.

19. On or about October 7, 2009, Plaintiffs took possession of the Escape and shortly thereafter experienced the various defects listed below.

20. The defects described below violate the warranty issued to Plaintiffs by Defendant, as well as the implied warranty of merchantability.

21. Plaintiffs brought the Escape to Seller and/or other authorized service dealers of

Defendant for various defects, including but not limited to the following:

- a. Defective body and trim as evidenced by paint blistering;
- b. Defective engine as evidenced by zooming noise at highway speeds and the intermittent illumination of the check engine light; and
- c. Any additional complaints made by Plaintiffs, whether or not they are contained on any dealer repair orders.

22. Plaintiffs provided Defendant, through Seller and/or other authorized dealers of Defendant, sufficient opportunities to repair the Escape.

23. Defendant, through its authorized dealers, was unable and/or failed to repair the Escape within a reasonable number of attempts.

24. Plaintiffs justifiably lost confidence in the Escape's safety and reliability.

25. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Escape.

26. As a result of these defects, Plaintiffs revoked acceptance of the Escape in writing on July 9, 2012 (See copy of July 9, 2012 correspondence, attached hereto as Exhibit "B").

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

28. Defendant refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

29. The Escape remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

30. Plaintiffs have been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable Escape.



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

31. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-30 of this Complaint.

32. Plaintiffs are purchasers of a consumer product who received the Escape during the duration of a written warranty period applicable to the Escape and who are entitled by the terms of the written warranty to enforce against Defendant the obligations of said warranty.

33. Defendant is a person engaged in the business of making a consumer product directly available to Plaintiffs.

34. Seller is an authorized dealership/agent of Defendant designated to perform repairs on vehicles under Defendant's written warranty.

35. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Escape was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

36. Plaintiffs' purchase of the Escape was accompanied by a written warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Escape to repair the Escape or take other remedial action free of charge to Plaintiffs with respect to the Escape in the event that the Escape failed to meet the specifications set forth in said undertaking.

37. Said warranty was the basis of the bargain of the contract between Plaintiffs and Defendant for the sale of the Escape to Plaintiffs.

38. Said purchase of Plaintiffs' Escape was induced by, and Plaintiffs relied upon,

Defendant's written warranty.

39. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in Defendant's written warranty.

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

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2.714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**

41. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-30 of this Complaint.

42. The Escape purchased by Plaintiffs were subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7) running from Defendant to Plaintiffs.

43. Defendant is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

44. Defendant is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Defendant 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.

45. Pursuant to 15 U.S.C. § 2308, Plaintiffs' Escape was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Escape was intended.

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

47. The above described defects in the Escape render the Escape unfit for the ordinary purpose for which the Escape was intended.

48. As a result of the breach of implied warranty by Defendant, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

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

#### **REQUEST FOR RULE 194 DISCLOSURES**


Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose within fifty (50) days of service of this request, the information or material as set forth in Rule 194.2. A response to a request under Rule 194.2(f) is due according to Rule 195.2 of the Texas Rules of Civil Procedure.

The disclosures must be signed in accordance with Texas Rules of Civil Procedure, Rule



191.3, and delivered to the undersigned attorney. If you fail to comply with the requirements above, the Court may order sanctions against you in accordance with the Texas Rules of Civil Procedure.

Respectfully Submitted,

By:   
Robert Kiddie  
Attorney for Plaintiffs

Robert Kiddie  
Texas Bar No. 24060092

Krohn & Moss, Ltd.  
2421 McCook Dr.  
Georgetown, TX 78626  
phone: (312) 578-9428  
fax: (866) 289-0898  
e-mail: [rkiddie@consumerlawcenter.com](mailto:rkiddie@consumerlawcenter.com)

## EXHIBIT A

CITY EDGECUCH STATE TX ZIP 78538 CITY HOUSTON STATE TX ZIP 77074  
PHONE (956) 262-6488 PHONE (281) 588-5000

CO-BUYER [REDACTED]  
ADDRESS [REDACTED]  
CITY EDGECUCH STATE TX ZIP [REDACTED]  
PHONE [REDACTED]

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.  
**PROMISE TO PAY:** The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you agree to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.  
You have thoroughly inspected, accepted, and approved the vehicle in all respects.

**VEHICLE IDENTIFICATION**

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> USED	USE FOR WHICH PURCHASED <input type="checkbox"/> PERSONAL, FAMILY, OR HOUSEHOLD <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL
2010	FORD	ESCAPE	1FMCU0EG4AK [REDACTED]		

Trade-in: Make \_\_\_\_\_ Model \_\_\_\_\_  
Year \_\_\_\_\_ VIN \_\_\_\_\_ License No. \_\_\_\_\_

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>	Total Sale Price <small>The total cost of your purchase on credit, including your down payment of \$5,000.00</small>
7.19 %	\$ 7,072.39	\$ 29,746.97	\$ 36,819.36	\$ 41,819.36

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 511.38	Monthly beginning 11/21/2009
		Or as follows

**Late Charge:** If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.  
**Prepayment:** If you pay all that you owe early, you will not have to pay a penalty.  
**Security Interest:** We will have a security interest in the vehicle being purchased.  
**Additional Information:** See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

**ITEMIZATION OF AMOUNT FINANCED**

1 Cash Price (including any accessories, services, taxes, _____)	\$ N/A	\$ N/A	\$ 31,904.06 (1)
\$ N/A, and _____	\$ N/A	\$ N/A	
2 Total Downpayment = (if negative, enter "0" and see Line 4A below)			
Gross Trade-in	\$ N/A		
- Pay Off Made By Seller	\$ N/A		
= Net Trade In	\$ N/A		
+ Cash	\$ 3,000.00		
+ Mfrs. Rebate	\$ 2,000.00		
+ Other (describe) _____	\$ N/A		
Total Downpayment	\$ 5,000.00		
	\$ 26,904.06		(2) (3)
3 Unpaid Balance of Cash Price (1 minus 2)			
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):			
A Net trade-in payoff to _____	\$ N/A		
B Cost of Optional Credit Insurance Paid to Insurance Company or Companies:			
Life _____ \$ N/A			
Disability _____ \$ N/A			
C Other Optional Insurance Paid to Insurance Company or Companies		\$ 665.06	

**PROPERTY INSURANCE.** You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

If any insurance is checked below, policies or certificates from the insurance companies will describe the terms, conditions, and deductibles.

**Optional Credit**

**Life and Credit Disability Insurance**

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

<input type="checkbox"/> Credit Life, one buyer	\$ N/A term N/A
<input type="checkbox"/> Credit Life, both buyers	\$ N/A term N/A
<input type="checkbox"/> Credit Disability, one buyer	\$ N/A term N/A
<input type="checkbox"/> Credit Disability, both buyers	\$ N/A term N/A

N/A

(Insurance Company)

(Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

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

**Optional Insurance Coverages**

The optional insurance described below is not required to obtain credit.



H Government License and/or Registration Fees

\$ 62.72  
\$ 33.00  
\$ 23.75  
\$ 5.00  
\$ 50.00

I Government Certificate of Title Fees

J Government Vehicle Inspection Fees

K Deputy Service Fee Paid to Dealer

L Documentary Fee (Cargo Documental)

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EL RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

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

to State	for Plate Transfer Fee	\$ N/A
to SECURE NET	for SERVICE CONT.	\$ 2,000.00
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf

\$ 2,042.91  
\$ 29,746.97<sup>(4)</sup>  
\$ <sup>(5)</sup>

5 Amount Financed (3 + 4)

If the vehicle is determined to be a total loss, GAP insurance will pay us the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract. If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner.

STONEBRIDGE CASUALTY INS

13201 N. HWY 281  
HOUSTON, TX 77040

(Home Office Address)

You want the optional coverage for which premiums are included above

10/07/2009

Date

10/07/2009

Co-Buyer's signature

Date

LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

CONSUMER CREDIT COMMISSIONER NOTICE

To contact BANK OF AMERICA, NA about this account, call (800) 933-0203. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; www.pccc.state.tx.us, and can be contacted relative to any inquiries or complaints.

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

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer

Co-Buyer X

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer--Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

Buyer Signs

Date 10/07/2009

Co-Buyer Signs

Date 10/07/2009

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X

Date

Address

Seller signs

FREWAY FORD LTD

Date

10/07/2009

By X

Title

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

Seller assigns its interest in this contract to

BANK OF AMERICA, NA

(Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☐ Assigned without recourse

☐ Assigned with limited recourse

FREWAY FORD LTD

Seller

By

Title

LAW FORM NO. 553-TX 9/09 U.S. PATENT #4,402,782  
©2009 The Reynolds and Reynolds Company. TO ORDER: www.reynolds.com, 1-800-342-0992 or 1-800-631-3036.  
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER / TRUTH IN LENDING COPY

DP12-006 001696LC



DEAL #: 00113075 STOCK #: NL362

LA INFORMACION QUE USTED VE EN FORMULARIO DE LA VENTANA DE ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN EL FORMULARIO DE LA VENTANA ANULA OTRA ESTIPULACION CONTRARIA EN EL CONTRATO DE LA VENTA.

DATE: 10/07/2009 SALES ASSOC.: RICKY BRYANT

Buyer's [REDACTED] DOB [REDACTED]  
Co-Buyer [REDACTED] DOB [REDACTED]  
Street: 6082 HAWBERRY City: EDOUCH State: TX Zip: [REDACTED]  
E-Mail Address: [REDACTED]

Residence [REDACTED] Cell Phone [REDACTED] Pager [REDACTED]  
Year: 2010 Make: FORD Model: ESCAPE Body Type: 4DR SUV Vehicle Identification Number: 1FMQU0EG4AK [REDACTED]  
Color: [REDACTED] Mileage: [REDACTED]

VEHICLE TRADE IN #1				CURRENTLY EQUIPPED AS FOLLOWS	
YEAR	MAKE	BODY TYPE	STOCK NO.	SELLING PRICE	
MILEAGE					30,145.00
<input type="checkbox"/> ACTUAL <input type="checkbox"/> INACCURATE				LESS REBATE TO CUSTOMER	2,000.00
COLOR/TRIM	VIN			SELLER ADDITIONS & DELETIONS OF ACCESSORIES: Buyer hereby requests the Seller to make the additions of accessories noted hereon. Buyer understands and agrees that certain additions may not conform exactly with factory installed additions. Additions may have a warranty different from the vehicle. Obtain a copy of the warranty for each addition and be certain you understand the warranties. Buyer understands that seller already may have added equipment or accessories to the vehicle.	
PLATE NO.	TAG NUMBER				
EXP. DATE					
PAYOFF TO	AMOUNT N/A				

VEHICLE TRADE IN #2			
YEAR	MAKE	BODY TYPE	STOCK NO.
MILEAGE			
<input type="checkbox"/> ACTUAL <input type="checkbox"/> INACCURATE			
COLOR/TRIM	VIN		
PLATE NO.	TAG NUMBER		EXP. DATE
PAYOFF TO	AMOUNT N/A		

LIENHOLDER INFORMATION  
LIENHOLDER: BANK OF AMERICA NA  
ACCOUNT NO: 2759  
DRAFT AMOUNT: 24,746.97 DATE OF LIEN: OCT 7TH 2009  
DRAFT THRU:  
ADDRESS:

	PRICE OF VEHICLE AFTER ADDITIONAL EQUIPMENT ADDED
TRADE ALLOWANCE	N/A

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50.00 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO POR TRAMITACION DE DOCUMENTOS NO ES UN CARGO OFICIAL. UN CARGO POR TRAMITACION DE DOCUMENTOS NO ES REQUERIDO POR LEY. PERO PUEDE SER CARGADO A UN COMPRADOR POR EL MANEJO DE DOCUMENTOS Y LA PRESTACION DE SERVICIOS RELACIONADOS CON EL CIERRE DE UNA VENTA. EL COMPRADOR PUEDE EVITAR EL PAGO DEL CARGO AL VENDEDOR MANEJANDO EL LOS DOCUMENTOS Y REALIZANDO LOS SERVICIOS RELACIONADOS CON EL CIERRE DE LA VENTA. UN CARGO POR TRAMITACION DE DOCUMENTOS NO PUEDE EXCEDER DE \$50.00. ESTE AVISO ES REQUERIDO POR LEY.

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

Buyer warrants any trade vehicle to be Buyer's property free and clear of all liens and encumbrances except as noted above. In the event the actual payoff of any trade vehicle is greater than the payoff amount shown above, Buyer agrees to pay such difference to Seller in cash immediately.

TAXABLE TOTAL	28,145.00
PAYOFF ON TRADE-IN	N/A
SALES TAX	1,759.06
DEALER'S INVENTORY TAX	65.39
DEALER DOCUMENTARY FEE	50.00
DEPUTY FEE	5.00
VEHICLE INSPECTION FEE	25.75
LICENSE & TITLE FEE	95.72
BALANCE ON VEHICLE	30,145.92
GAP	505.00
	N/A
EXTENDED SERVICE AGREEMENT	2,000.00
	3,000.00

P. 3/12

TO: UNPUBLISHED

DCT-21-2009 04137 From:



ADDITIONAL EQUIPMENT ADDED			
TRADE ALLOWANCE		=	N/A
TAXABLE TOTAL		=	28,145.00
PAYOFF ON TRADE-IN		+	N/A
SALES TAX		+	1,759.06
DEALER'S INVENTORY TAX		+	63.39
DEALER DOCUMENTARY FEE		+	50.00
DEPUTY FEE		+	5.00
VEHICLE INSPECTION FEE		+	23.75
LICENSE & TITLE FEE		+	95.72
BALANCE ON VEHICLE GAP		=	30,141.92
		+	505.05
		+	N/A
		+	
		+	
EXTENDED SERVICE AGREEMENT		+	2,000.00
DEPOSIT RECEIPT NO.		-	3,000.00
DOWN PAYMENT OR DELIVERY RECEIPT NO.		-	N/A
TOTAL UNPAID BALANCE		=	29,741.97

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50.00 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.

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The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

Buyer warrants any trade vehicle to be Buyer's property free and clear of all liens and encumbrances except as noted above. In the event the actual payoff of any trade vehicle is greater than the payoff amount shown above, Buyer agrees to pay such difference to Seller in cash immediately upon demand. Conversely, if the actual payoff is less than the represented payoff, Seller shall refund such difference to Buyer (and/or lien holder of the vehicle purchased hereunder) promptly upon demand within sixty (60) days of this contract.

INITIAL \_\_\_\_\_

**IMPORTANT ADDITIONAL TERMS AND CONDITIONS ON BACK**

Referred By \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

BUYER ACKNOWLEDGES HE OR SHE HAS READ ALL OF THE FOREGOING AND HAS RECEIVED A TRUE COPY OF THIS ORDER  
NO REPRESENTATIONS HAVE BEEN MADE THAT ARE NOT SET OUT HEREIN

ACCEPTED BY: \_\_\_\_\_ BUYER \_\_\_\_\_  
SELLER (DEALER/SALES MANAGER) / F & I MANAGER \_\_\_\_\_  
CO-BUYER \_\_\_\_\_

VERBAL PROMISES ARE NOT BINDING  
DEMAND A WRITTEN DUE BILL

**MAKE SURE YOUR SALESPERSON GIVES YOU A SIGNED COMPANY RECEIPT**

P.4/12

To: UNAVAILABLE

From: OCT-21-2004 09:38



## EXHIBIT B

# Krohn & Moss, Ltd.

*(Arizona, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Texas, Wisconsin, Washington, DC)*

*Main Office*

*10 N. Dearborn St., 3<sup>rd</sup> Floor*

*Chicago, IL 60602*

*www.krohnandmoss.com*

*Writer's Direct Number*

*(312) 578-9428 Ext. 284*

*Writer's Direct Facsimile*

*(866) 289-0898*

*Writer's Direct E-Mail*

*kliddie@consumerlawcenter.com*

*www.krohnandmoss.com*

*Licensed to practice only in:*

*Texas*

May 16, 2012

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

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2010 Ford Escape

VIN: 1FMCU0E04AK [REDACTED]

Dear Sir or Madam:

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

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients require payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective body and trim as evidenced by paint blistering;
2. Defective engine as evidenced by zooming noise at highway speeds and repeated illumination of the check engine light; and
3. Any additional complaints made by our clients, whether or not they are contained in your company's records or on any dealer repair orders.

May 16, 2012

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 S.W.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.



May 16, 2012

To avoid any litigation, my clients merely request the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,



Robert Kiddie  
Attorney At Law

RK/100

cc: [REDACTED]



## BBB AUTO LINE

September 7, 2012

[REDACTED]  
HARLINGEN TX [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation  
1FMCU0EG4AK [REDACTED]

Dear [REDACTED]

We have received the technical expert's report requested after the arbitration hearing in the aforementioned case.

Enclosed you will find:

- ☐ The Technical Expert's Report
- ☐ Customer Comments to the Report
- ☐ Manufacturer Comments to the Report
- ☐ No Comments were Submitted from Either Party

Please review the information enclosed.

Please complete your Decision at [www.auto.bbb.org/arbitrator](http://www.auto.bbb.org/arbitrator) within **three business days** from the date of this letter.

If you have any questions, please do not hesitate to call me at 1.800.334.2406. We thank you for your continued effort and interest in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512



## BBB AUTO LINE

September 6, 2012

[REDACTED]  
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear [REDACTED]

Attached are the comments that the manufacturing representative made to the technical expert's report. These comments were sent to the arbitrator, and are for your informational purposes only. Please do not submit additional comments, as they will not be forwarded to the arbitrator.

If you have any questions about the BBB AUTO LINE process, please call me at 800.955.5100.

Sincerely,

Edith Newton at Extension 512

*Council of Better Business Bureaus, Inc.*

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700





## Manufacturer's RESPONSE to T.E. Report

September 6, 2012

[REDACTED] / 0579121672

1FMCU0EG4AK [REDACTED]

Customer: [REDACTED]

BBB Specialist Edith Newton

Ford DRS Bob Gray

Arbitrator Mr. Robert Michael Magee

Ford is in agreement with the bulk of the TE reports conclusions. Ultimately, when repurchase is considered, Ford would assert that the issues in question, if left as is, would not present a "substantial" impairment to the safety, value or use of the vehicle.

The only issues substantiated by the TE are those of body and trim. To use the T.E.'s words, these issues are described as "*minor* misfit quality," "*Small* gap" and "sticking out *slighly*." Any damage from rock chips would be environmental and are specifically excluded from warranty. Ford feels that these issues, the only to be shown in the inspection do not warrant the drastic step of repurchase or replacement.

Other than these issues, the T.E. did not find any issue with the vehicle.

Ford renews its call for a denial in this case.

Thank you.

*Robert Gray*

Robert Gray  
Dispute Resolution Specialist  
Ford Motor Company



## BBB AUTO LINE

September 5, 2012

[REDACTED]  
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear [REDACTED]

Enclosed are the technical expert's findings and credentials pursuant to the arbitrator's request. You can submit comments regarding both the findings and qualifications of the expert for the arbitrator's consideration.

Please return your comments to the BBB AUTO LINE office so that we receive them **within four days** from the date of this letter. If your comments are received within four days, they will be sent to the arbitrator together with the expert's report. If we do not receive your comments by that time, the information will be sent to the arbitrator without your comments.

If the manufacturer has any comments to make concerning this expert's report, and they are received by the BBB within this same time frame, they will also be sent to the arbitrator. Anything sent to the arbitrator will also be sent to you for your information.

Your comments can be sent directly to us by fax at 703.247.9700. Please call me at 800.955.5100 if you have any questions.

Sincerely,

Edith Newton at Extension 512

*Council of Better Business Bureaus, Inc.*

3033 Wilson Boulevard, Suite 600 - Arlington, VA - 22201 - Phone 800.955.5100 - Fax: 703.247.9700



## BBB AUTO LINE

September 5, 2012

BOB GRAY  
FORD MOTOR COMPANY  
1320 S. BABCOCK STREET  
MELBOURNE FL 32901

Re: [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear Madam/Sir:

Enclosed are the technical expert's findings and credentials pursuant to the arbitrator's request. You may submit comments regarding both the findings and qualifications of the expert for the arbitrator's consideration.

The BBB AUTO LINE office must receive any comments **within four days** from the date of this letter. If your comments are received within this four-day period, they will be sent to the arbitrator together with the expert's report. If we do not receive your comments by that time, the technical expert's report will be sent to the arbitrator without your comments.

If the customer has any comments to make concerning the expert's report, and they are received by the BBB AUTO LINE within this same time frame, they will be sent to the arbitrator. You will also receive a copy for your information.

You may fax your comments to us at 703.247.9700, or call me at 800.334.2406 if you have any questions.

Sincerely,

Edith Newton at Extension 512



# BBB Auto Line - Better Business Bureau

Version 1

## ORDER / CLAIM INFORMATION

Order Number: 227551

Date Received: 8/8/2012

Claim Number: [REDACTED]

Policy Number: [REDACTED]

Adjuster First Name: [REDACTED]

Adjuster Last Name: [REDACTED]

Loss Date: [REDACTED]

Deductible: [REDACTED]

Assigned By: [REDACTED]

### Claimant

First Name: [REDACTED]

Last Name: [REDACTED]

Address 1: [REDACTED]

Address 2: [REDACTED]

City, State Zip: Edcouch, TX [REDACTED]

Country: USA

Home Phone: [REDACTED]

Work Phone/Ext.: [REDACTED]

### Inspector Information

Consultant ID: 1739

### Location

Address 1

Address 2

City, State Zip: [REDACTED]

Country: USA

Phone: [REDACTED]

### Third Party

First Name: [REDACTED]

Last Name: [REDACTED]

Address 1

Address 2

City, State Zip: [REDACTED]

Country: USA

Home Phone: [REDACTED]

Work Phone/Ext.: [REDACTED]

## VEHICLE INFORMATION

Year: 201

VIN: 1FMCU0EG4AK [REDACTED]

License No: [REDACTED]

Make:

FORD

Model:

ESCAPE

Color:

License St:

## COMMENTS

PLEASE CONTACT CUSTOMER AT [REDACTED]

## INSPECTION INFORMATION

Inspection Completed:

8/29/2012

## BBB SYMPTOM QUESTIONNAIRE

### BODY AND TRIM

Does the problem/symptom exist and, if so, explain how you reached this conclusion?

The front bumper under both front headlamps at the outside corners has a minor misfit quality where the front bumper meets the headlamp and front fender. The outside window weather strip on both front doors have a loose fit and a small gap in the middle where the outside meets the door. The black trim piece on both rear door

windows is sticking out slightly from the window and window channel, approximately 1/4 to 3/8 inch. There were small rock chips in the paint on the hood.

What examinations or tests did you perform?

Visual inspection

What is the likely cause and explain how you reached this conclusion.

#### ENGINE

Does the problem/symptom exist and, if so, explain how you reached this conclusion?

There was no problems with the engine performance.

What examinations or tests did you perform?

Retrieved codes from the PCM. There were no codes in the system. Test drove approximately 5 miles.

What is the likely cause and explain how you reached this conclusion.

There was no problems with the engine performance.

#### RECALL

Does the problem/symptom exist and, if so, explain how you reached this conclusion?

Unable to check for recalls.

What examinations or tests did you perform?

What is the likely cause and explain how you reached this conclusion.

#### ELECTRICAL

Does the problem/symptom exist and, if so, explain how you reached this conclusion?

No problems noted

What examinations or tests did you perform?

Turned on all electrical features and operated them though all there functions.

What is the likely cause and explain how you reached this conclusion.

No problems noted

#### OTHER INSPECTION INFORMATION

Engine Size: 3.0 DOHC

Odometer: 35993

Coolant Level: Low

Condition: Good

Trans. Fluid Level: Full

Condition: Good

Oversized Tires: OEM 225/65R17

Transmission Model: Automatic FWD

Oil Level: Full

Condition: Good

External Fluid Leaks: No

Condition:

Trailer Hitch: No

Comments:

Service Records: None Presented

Comments:

Commercial Use: No  
Modifications: No

Comments:  
Comments:



#### INSPECTOR FINDINGS

Test drove the vehicle approximately 5 miles. The engine performed properly. It was smooth on acceleration and deceleration. There was no hesitation from a stop nor when accelerating at highway speeds. The transmission shifted smoothly through all the gears properly, up and down. There were no abnormal noises from the engine or transmission. The engine and transmission oil were at the proper levels and of good quality. The coolant level was low but was of good quality.

The cruise control is operating properly.

The front and rear wipers and washers operated properly.

The HVAC unit operated properly in all positions and temperatures. When I put the unit for outside air instead of recirc air there was a very strong odor from the unit.

The tire balance was good at highway speeds.

The brakes operated smoothly and quietly.

The radio/cd unit operated properly.

The seat belts all operated properly. The drivers power seat operated properly in all positions. The other seats operated properly in all positions.

The sunroof operated properly, smooth, and quiet.

The exterior paint was of good quality. There were a few small paint chips in the hood.

The window weather-strips on both front doors had a loose fit allowing a small gap in the outside middle of the weather-strips.

The triangle trim piece on both rear door windows was slightly sticking out at the top from the window channel approximately 1/4 to 3/8 inch.

The front bumper fit under the front headlamps at the outside corners was slightly misaligned.

The park aid is working properly.

#### CAUSE OF FAILURE

Material failure of window weather-strips, triangle trim pieces. Loose fasteners on front bumper.

#### RECOMMENDED REPAIRS

Replace both front outside window weather-strips.  
Realign front bumper.  
Replace triangle trim piece on both rear doors.  
Deodorize the HVAC unit fresh air intake.

#### TECHNICAL EXPERT'S BIOGRAPHY

Technical Expert:  
Certified By: **ROBERT EVANS**  
**ASE**

Years of Exp: **35**

ASE Identification #: **ASE-2501-6937**

Additional Areas of Expertise: **A1 - THROUGH JUNE 2013 A3 - THROUGH JUNE 2013 A4 - THROUGH JUNE 2013 A5 - THROUGH JUNE 2013 A6 - THROUGH JUNE 2013 A7 - THROUGH JUNE 2013 A8 - THROUGH JUNE 2013**

#### AREAS OF CERTIFICATION

Engine Repair:

Heating / Air  
Conditioning:  
Auto Trans /  
Transaxles:  
Brakes:

Non-Structural  
Analysis:  
On Board  
Diagnostic:  
Electrical  
System:  
Master Collision  
Rep.:

Suspension /  
Steering:  
Mechanical &  
Electrical:  
Manual Drive  
Train / Axles:  
Painting and  
Refinishing:  
Paint  
Inspections:  
Engine  
Performance:  
Structural  
Analysis:  
Master  
Technician:



## BBB AUTO LINE

### Technical Expert's Report

Start Date: 06/15/12

Arb. Date: 07/13/12

Bureau: CBBB Case No: [REDACTED]

Staff Contact: Edith Newton at extension 512 Fax Number: (703) 276-0634

Customer: [REDACTED]

Address: [REDACTED] Chicago, IL [REDACTED]

Phone Number(s): Day [REDACTED] Evening: [REDACTED] Alternate: [REDACTED]

Dates Customer  
Not Available: Please contact customer at [REDACTED]

Vehicle Location: Please contact customer at [REDACTED]

#### Vehicle Information (Completed by BBB)

Make: Ford Model: Escape Year: 2010

Mileage: 34550 Vin: 1FMCU0EG4A[REDACTED]

Date Sent to Inspection Company: 08/06/12 Date Must be Returned by: 08/11/12

Any Special  
Instructions:

Mileage on vehicle at the time of inspection: [REDACTED] (Completed by the inspection company)

#### Reminders to Technical Expert:

1. It is critically important that you have no communication with the customer, manufacturer, or dealer other than scheduling an appointment and obtaining the keys from the customer at the time of the inspection.
2. The customer, manufacturer, or dealer is NOT to accompany you on the test drive.
3. If the customer, manufacturer, or dealer tries to engage you in conversation, please advise them that you are not permitted to discuss the case with them. You may refer them to call their BBB AUTO LINE case specialist if they have any questions.

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TEREQ



For each problem/symptom listed, please determine (1) if the problem/symptom exists (2) if the problem/symptom exists, what is/are the likely cause(s) (3) what test/examination you conducted to arrive at your conclusion.

electrical

**Problem/Symptom (Completed by BBB Staff/arbitrator):**

- a. Does the problem/symptom exist?      ☐ YES      ☐ NO  
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.
- b. What examinations or tests did you perform?
- c. If the symptom/problem exists, what is/are the likely causes?  
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

**Problem/Symptom (Completed by BBB Staff/arbitrator):**

- a. Does the problem/symptom exist?      ☐ YES      ☐ NO  
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.
- b. What examinations or tests did you perform?
- c. If the problem/symptom exists. What is/are the likely cause(s)?  
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

**Problem/Symptom (Completed by BBB Staff/arbitrator):**

- a. Does the problem/symptom exist?      ☐ YES      ☐ NO  
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.
- b. What examinations or tests did you perform?
- c. If the symptom/problem exists, what is/are the likely cause(s)?  
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

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Please provide responses for the following questions:

Is paint blistering on front of hood and left/right front of fenders?  
Question:

\_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Does vehicle have zooming noise at 50 MPH?  
Question:

\_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Is check engine or other indicator light on?  
Question:

\_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Please inspect interior/exterior condition and note current mileage.  
Question:

\_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Question:

\_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

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### Technical Expert's Biography

What experience/training do you have that qualifies you as a technical expert for the problems listed on this report:

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Please check the appropriate box (es) to indicate your areas of current ASE Certification:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Engine repair            | <input type="checkbox"/> Auto. Trans./transaxle                | <input type="checkbox"/> Man. drive train/axles  |
| <input type="checkbox"/> Suspension/Steering      | <input type="checkbox"/> Brakes                                | <input type="checkbox"/> Electrical/elec. system |
| <input type="checkbox"/> Heating/air conditioning | <input type="checkbox"/> Engine performance                    | <input type="checkbox"/> On-board diagnostic     |
| <input type="checkbox"/> Painting & Refinishing   | <input type="checkbox"/> Non-Struc.Anly/Dmg.Rep                | <input type="checkbox"/> Struc.Anly/Dmg. Rep.    |
| <input type="checkbox"/> Mech. & Elec. Components |  |  |
| <input type="checkbox"/> Master Technician        | <input type="checkbox"/> Master Collision Rep/Refin Technician |  |

### Oath of Technical Expert

I do swear/affirm that I have no personal or business relationship with the customer or manufacturer involved in this case. I further swear/affirm that I have acted impartially, and to the best of my ability, in answering the above questions.

NAME (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please review instructions at top of form before returning and again, thank you for your time and effort!

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## BBB AUTO LINE

July 2, 2012

BOB GRAY  
FORD MOTOR COMPANY  
1320 S BABCOCK STREET  
MELBOURNE FL 32901

Re: [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear Madam/Sir:

Enclosed are:

- \* *Notice of Inspection*
- \* Arbitrator Listing Sheet(s)
- \* Map to the hearing site

The *Notice of Inspection* lists the date, time and location of the vehicle inspection. **Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.**

**We reserve the right to determine the final date and time of the inspection.**

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

Sincerely,

Edith Newton at Extension 512



## BBB AUTO LINE

July 2, 2012

CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear [REDACTED]

Enclosed are:

- \* *Notice of Inspection*
- \* Arbitrator Listing Sheet(s)
- \* Map to the hearing site

The *Notice of Inspection* lists the date, time and location of the vehicle inspection. **Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.**

**We reserve the right to determine the final date and time of the inspection.**

If you have any questions, please contact me at 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512

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## BBB AUTO LINE

### Record of Arbitration Hearing (To Be Completed by Arbitrator)

Below please list any/all evidence you received from the parties during the hearing and after the initial packet that accompanied the *Notice of Hearing* and summarize the testimony of the parties and their witnesses.

Case No: [REDACTED] Date of Hearing: 07/13/12  
Consumer and Attorney (if any): [REDACTED] [REDACTED]  
Company and Representative Name: Ford Motor Company  
Arbitrator(s): \_\_\_\_\_  
Hearing Location/Address: \_\_\_\_\_

1. Type of Hearing

Consumer:	<input type="checkbox"/> In Person	Company:	<input type="checkbox"/> In Person
	<input type="checkbox"/> Written		<input type="checkbox"/> Written
	<input type="checkbox"/> Telephone		<input type="checkbox"/> Telephone

2. Consumer and Witnesses

*Summary of Relevant and Material Testimony  
of the consumer and any witnesses*

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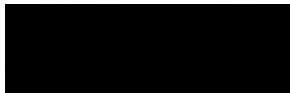
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3. Witnesses for Company

*Name of Witness*

*Summary of Relevant and Material Testimony*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Impartial technical expert or other witnesses

*Name of Witness*

*Summary of Relevant and Material Testimony*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Date)