

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



BBB AUTO LINE

NOTICE OF INSPECTION/TEST DRIVE ONLY
ALL TESTIMONY SUBMITTED IN WRITING ONLY
NO ORAL ARGUMENTS WILL BE PRESENTED

Date: 07/02/12

Case Number: FRD1221598

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr Info: 6700 TX 1FMCU0EG4AK [REDACTED]

Arbitrators: Mr. Robert Michael Magee

Inspection Date, Time, Place: 07/13/12 10:00 a.m. CST
The BBB of South Texas, Inc
502 East Expressway 83
Weslaco, TX 785960000

Hearing Site Phone: (956) 968-7327

AUTOLINE Director Phone: (956) 968-7327 Fax : (956) 968-7638

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

NOI

Inspection Report

FRD1221598

Customer: Ford Motor Company **Case #:** _____

Manufacturer: _____

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

Location of Inspection: _____

Vehicle Information: Make: _____ **Model:** _____

Year: _____ **Mileage:** _____ **VIN:** _____

Parties Present at Inspection: [] Technical Adviser [] Arbitrator [] Customer [] Manufacturer

Conditions or Components Inspected:

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

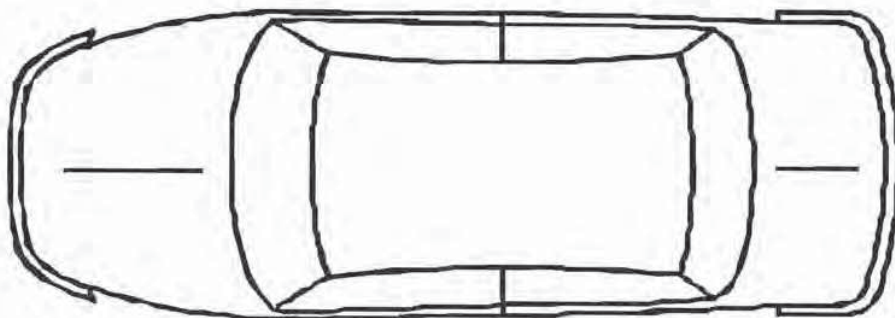
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

Exterior

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

What damage is beyond normal wear and tear?

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: FRD1221598

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Robert Michael Magee

Arbitrator's Occupation:

supervisor of Immigration and Customers Enforcement Headquarters staff

Arbitrator's Biography:

Robert Michael Magee is a facilitator for the University of Phoenix and a management consultant in south Texas. He has had a broad range of experience in thirty years of government service. His management experience includes managing over a thousand employees, multimillion dollar budgets and multimillion dollar government contracts. During his federal government career he also served as the national president of a labor union representing fifteen thousand government employees. He is a certified mediator and arbitrator. He has Masters in Public Administration (MPA) with a graduate specialization in Alternative Dispute Resolution (ADR). He has also completed graduate studies in ADR at Michigan State University, National Labor College Meany Center, and the Federal Executive Institute. He volunteers with the BBB in the Rio Grande Valley as an arbitrator.

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BBB AUTO LINE

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BBB AUTO LINE

July 2, 2012

[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1221598 [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear [REDACTED]

Enclosed is the manufacturer's written position. You have the opportunity to comment on the written position before it is forwarded to the arbitrator. Please read the enclosed and forward your comments to us so that we receive them **within four days** from the date of this letter.

After this time period both parties' initial positions and any comments received will be forwarded to the arbitrator for a decision to be rendered in this case. Only those responses submitted on time will be forwarded to the arbitrator.

If you have any questions, please contact me at 800.955.5100. You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700.

Sincerely,

Edith Newton at Extension 512



MANUFACTURER RESPONSE FORM

Will participate - In Writing ☒ By Phone ☐

Case Number: FRD1221598 / 0579121672

Customer Name: [REDACTED] State: Texas

VIN: 1FMCU0EG4AK [REDACTED] Warranty Start Date: 10-07-2009

Vehicle year/model: 2010 Escape

Current mileage: 34,550 miles

Purchased: ☒ New ☐ Used (mileage and date of purchase) ☐ Leased (Terms)
 This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty
☐ Out of All Warranties
 Extended Service Plan: ☒ NO ☐ YES _____

SETTLEMENT INFORMATION

What, if anything, was offered to the customer to settle this dispute?

On 6-22-2012, Ford Motor Company (FMC) offered our valuable customer:

1) An inspection of the vehicle for the current concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership. The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.

2) Following repairs that are satisfactory to the customer, the placement of a 3 year / 45,000 mile Limited Maintenance Plan that would cover oil and filter change, tire rotation and multi-point inspection. The plan starts at the date of acceptance and carries no deductible.

Please indicate the customer's response below:

- ☐ The customer rejected the offer on: - -2012
☒ The customer has not indicated a response to the offer.

The Agreement To Arbitrate (ATA) lists the following concern(s):

- Body and Trim
- Engine
- Recall
- Electrical

MANUFACTURER'S POSITION:

It is apparent that our customer holds sincere concerns about the performance of the vehicle. However, mere dissatisfaction does not justify an award of a repurchase or replacement. In Texas, it is the guidelines of the BBB Auto Line Program Summary guidelines that set the criteria for such a remedy.

The guidelines state that 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.

Ford would note the connecting "and" between each of these requirements that shows the need for all three of these bulleted points to be met in some way for the award of repurchase, as sought by Mr. Evans. Ford does not feel that these requirements have been met and therefore seeks a denial.

Ford would note several issues with [REDACTED]' complaint. First, attorney fees are not a remedy allotted to the Arbitrator under the program, due to the express desire to keep costs down to the consumer by not making their presence a requirement. Secondly, Ford feels negatively toward the issues expressed in the claim such as Inspection and Recall, where no work was performed for non-conformity. The use of such items looks impressive when creating a chart such as the one that our customer has provided, but is, in Ford's opinion, obfuscating the reality that this vehicle has not been in for the number of repairs to a single issue or the days out of service for nonconformity needed to justify a reward of a repurchase.

Ford would direct the arbitrator's attention to the attached Standard Claims List. This document is a salient document in that it is the system that tracks reimbursements to the independently owned and operated dealerships from Ford Motor Company for Ford directed work or work for defect. According to Ford's reimbursements, there have been a total of five warranty visits for the vehicle. In this, there have been no repeat repairs to any single component. Ford would note that, of these, the only issues reported within the first bulleted point above are paint, a hub bearing and the right front belt molding. These would be the only concerns in question in a consideration for repurchase.

In regards to the second bulleted point, there are, obviously neither the number of repairs for a single concern, nor the days out of service to qualify the vehicle for repurchase. [REDACTED]' claim does not mention the days out of service, leading Ford to believe that the days out of service are not the primary source of concern. Ford feels that with 5.9 hours of punched labor time for the three visits that it is unlikely that the vehicle was out of service for 30 days or more. Hacienda Ford lists 10 days out of service total for all repairs, with four days of rental provided.

On the last bulleted point, Ford feels that the issues listed, especially those within the 18,000 mile period have not posed a substantial impairment to the safety, value or use of the vehicle. The vehicle accrued 34,550 miles in the 31 month period between purchase, on 10-07-2009 and the opening of the BBB case on 6-15-2012. This figure translates out to an average of 1,114.5 miles of driving per month. Compared with the 1,000 miles a month of driving considered average by the Environmental Protection Agency (EPA) Ford does not feel that the use of the vehicle has been *substantially* impaired. Nor does Ford feel that there is a substantial impairment to the safety or value of the vehicle, especially those during the 18 month period.

Ford is respectfully seeking a denial in this case.

DOCUMENTATION PROVIDED

- ☐ Technical Service Bulletins
- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☐ Dealer Report
- ☒ Other: Standard Claims List

List amount of any over allowance /negative equity: \$2,000 rebate

To: Edith Newton
BBB AUTO LINE
Fax: 703.247.9700

Completed by: Bob Gray Date: 06-29 -2012
Fax: 866-433-7972

Claims List Report

Page 1 of 2

Server: AWS Prod

Claims loaded through: 15-JUN-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 18-JUN-12

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

5 Warrant Repairs
1 Paint
1 hub bearing
1 trim
1 Evap canister
1 Exhaust pipe valve

1 vol recall - Pcm program

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	
IFMCUEG4AK	M1		T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	27- AUG- 2009	07-OCT- 2009	152037	USA	6	6A07	*	16612	*	F06	S04	V33	F07	P2
AWS Claim Key: 307895 Doc #: 24747301 Trx Code: 2 Labor Hrs: 3.3 Labor Cost: 261.82 Material Cost: 106.26 Total Cost: 368.08																								
Dir Cd-Sub Cd: 04446-* Name: HACIENDA FORD Ph: 956-3831615 St: TX Ctry Cd: USA Reg Cd: NA Repr Date: 30-MAR-2010 DIST(Mile): 2866																								
Cust Comments: C/S PAINT IS BLISTERING ON FRONT OF HOOD LEFT AND RIGHT OF FENDERS																								
Tech Comments: VERIFIED CUSTOMER CONCERN REMOVE AND INSTALL BOTH HEADLIGHTS AND BUMPER NECESSARY TO REFINISH AND PAINT HOOD WHERE PAINT IS BLISTERING NECESSARY TO SPOT PAINT BOTH LEFT AND RIGHT FRONT FENDERS																								
IFMCL2EG4AK	M1		T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	27- AUG- 2009	07-OCT- 2009	152037	USA	10	SG06	YLSZ	1215	AA	F05	S11	V49	N12	42
AWS Claim Key: 820933 Doc #: 25370101 Trx Code: 2 Labor Hrs: 2.4 Labor Cost: 195.74 Material Cost: 97.94 Total Cost: 293.68																								
Dir Cd-Sub Cd: 04446-* Name: HACIENDA FORD Ph: 956-3831615 St: TX Ctry Cd: USA Reg Cd: NA Repr Date: 19-JUL-2010 DIST(Mile): 7343																								
Cust Comments: C/S VEHICLE HAS A ZOOMING NOISE THAT STARTS AT 50 MPH CK AND ADV																								
Tech Comments: TEST DROVE VEHICLE FOUND NOISE COMING FROM FRONT OF VEHICLE FOUND BOTH HUB BEARING MAKING NOISE OVER 50 MPH REMOVED FRONT TIRES TO REMOVE BOTH SPIDLES TO RR HUB PLACED RETESTED ALLOK																								
IFMCUEG4AK	M1		T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	27- AUG- 2009	07-OCT- 2009	152037	USA	14	6M03	*	7821452	*	F08	S07	V75	B64	34
AWS Claim Key: 1446218 Doc #: 26132301 Trx Code: E84 Labor Hrs: 2 Labor Cost: 16.31 Material Cost: 33.66 Total Cost: 49.97																								
Dir Cd-Sub Cd: 04446-* Name: HACIENDA FORD Ph: 956-3831615 St: TX Ctry Cd: USA Reg Cd: NA Repr Date: 29-NOV-2010 DIST(Mile): 10508																								
Cust Comments: CUSTOMER STATES RIGHT FRONT BELT MLDG. IS WARPED O/A																								
Tech Comments: VERIFIED CUSTOMER CONCERN FOUND BELT MLDG. WARPED REPLACE WITH NEW ALL-OK AT THIS TIME																								
IFMCUEG4AKA50500	M1		T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	27- AUG- 2009	07-OCT- 2009	152037	USA	19	*	*	*	*	F09	SXX	V00	*	*

Claims List Report

Page 2 of 2

2009
AWS Claim Key: 2197073 Doc #: 26932002 Trx Code: 10B15 Labor Hrs: 6 Labor Cost: 48.94 Material Cost: 0 Total Cost: 48.94
Dir Cd-Sub Cd: 04446* Name: HACIENDA FORD Ph: 956-3831615 St: TX Ctry Cd: USA Reg Cd: NA Repr Date: 22-APR-2011 DIST(Mile): 20195
Cust Comments: CERTAIN 2010 MODEL YEAR FUSION AND MILAN AND CERTAIN 2009 AND 2010 MODEL YEAR ESCAPE AND MARINER VEHICLES EQUIPPED WITH 6F35 TRANSMISSION POWERTRAIN CONTROL MODULE REPROGRAM
Tech Comments: VERIFIED CUSTOMER CONCERN REPROGRAM PCM TO LATEST CALIBRATION PCM PART# A17A 12A650 BVC DUE TO RECALL 10B15. VEHICLE PASSED TRANSMISSION LOAD TEST. VEHICLE OK. X

1 FMCU0EG4AK M1 T/M7 F T/WE T/EF T/A AJ T/W6 T/SG 27-AUG-2009 07-OCT-2009 152037 USA 26 2E04 9R3Z 9C985 B F04 S11 V29 E29 42
AWS Claim Key: 3610104 Doc #: 28053602 Trx Code: S07 Labor Hrs: 1.2 Labor Cost: 104.92 Material Cost: 136.95 Total Cost: 241.87
Dir Cd-Sub Cd: 04446* Name: HACIENDA FORD Ph: 956-3831615 St: TX Ctry Cd: USA Reg Cd: NA Repr Date: 01-NOV-2011 DIST(Mile): 27449
Cust Comments: C/S CHECK ENGINE LIGHT ON SEEMS TO RUN FINE
Tech Comments: VERIFIED CHECK ENGINE LIGHT PERFORMED QUICK TEST CODE P0442 CHECKED OASIS FOUND AND PERFORMED TSB 11 03 22, REPLACED EVAL CANISTER CLEARED CODES AND REROAD TESTED PERFORMED DRIVE CYCLE TEST PASSED AND NORMAL OPERATION. H

2 FMCU0EG4AK M1 T/M7 F T/WE T/EF T/A AJ T/W6 T/SG 27-AUG-2009 07-OCT-2009 152037 USA 27 2E04 9R3Z 9C985 B F04 S11 V29 E29 42
AWS Claim Key: 2865846 Doc #: 28219901 Trx Code: S07 Labor Hrs: 1.2 Labor Cost: 104.92 Material Cost: 173.84 Total Cost: 278.76
Dir Cd-Sub Cd: 04446* Name: HACIENDA FORD Ph: 956-3831615 St: TX Ctry Cd: USA Reg Cd: NA Repr Date: 01-DEC-2011 DIST(Mile): 28516
Cust Comments: C/S CHECK ENGINE LIGHT IS ON
Tech Comments: TEST DROVE VEHICLE (PERFORMED DIS TERT F) FOUND CODE P0456 CHECKED OASIS FOR SSM OR TSBS FOUND 11 11 28 CHECKED VEHICLE FOLLOWED TSB RR CANISTER PURGE VALVE NAD CANISTER CLEARED CODE RETEST DALLOR NOTE NEW TSB CAME OUT 11/18/2011 THAT SUPERSEADS ORIGINAL TSB. S

Any comments? You can contact



webmaster

Location of Better Business Bureau**The Better Business Bureau**

Name of building (if any)

2017 W Expy 83, Suite 4, Weslaco, TX 78596

Bureau Address and City

956-968-7593, 956-969-1804, 956-968-7889

Bureau Phone Number (Emergencies Only)

**DIRECTIONS**

From McAllen take Westgate exit, you will see Luby's to your right, turn there we are in the strip mall right behind Luby's.

From Brownsville take Westgate exit, at light take a left (underneath over pass) continue to next traffic light (Pike). Take right at light, continue until third entrance, take a right. We are in the strip mall to the left. Building right behind Luby's.



BBB AUTO LINE

June 25, 2012

[REDACTED]
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear [REDACTED]:

We have made two attempts to contact you by telephone to discuss your case. We need to hear from you before we can proceed. Please call the BBB as soon as possible at 800.955.5100.

The BBB AUTO LINE program operates in accordance with federal regulations that require us to complete each case within 40 days. Your help is necessary in order to move ahead. If we do not hear from you **within seven days** from the date on this letter, we will have to close your case.

If your case is closed, and you later decide to pursue your case through the BBB AUTO LINE program, a new case will be opened. If a new case is filed, we will make a new eligibility determination based on the manufacturer Program Summary guidelines in effect at that time.

We look forward to helping you in the resolution of your claim and await your call.

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700



Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

06-22-2012

FRD1221598 / 0579121672
1FMCU0EG4AK [REDACTED]
[REDACTED] c/o Krohn & Moss
BBB Specialist Edith Newton
Ford DRS Bob Gray

Ms. Newton,

Ford Motor Company (FMC) would like to offer our valuable customer:

1) An inspection of the vehicle for the current concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership. The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.

2) Following repairs that are satisfactory to the customer, the placement of a 3 year / 45,000 mile Limited Maintenance Plan that would cover oil and filter change, tire rotation and multi-point inspection. The plan starts at the date of acceptance and carries no deductible.

Thank you.

Bob Gray

Dispute Resolution Specialist
Ford Motor Company

"Satisfied Customers are Ford's BEST Asset"



BBB AUTO LINE

June 15, 2012

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: [REDACTED] vs Ford Motor Corporation 1FMCU0EG4AK [REDACTED]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

- * *Customer Claim Form (CCF)*
- * Any documentation submitted by the attorney
- * *Agreement to Arbitrate* (except in California);
- * *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

- * How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

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Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Edith Newton at Extension 512

**BBB AUTO LINE
Customer Claim Form**

Case number: FRD1221598
Contact Date: 06/15/12
Start Date: 06/15/12

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax: [REDACTED]	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Escape	Year: 2010	Current mileage: 34550
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Freeway Fors, Houston, TX			
Primary Servicing dealer/city/state: HACIENDA FORD,			
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: 10/27/09		Mileage at purchase/lease:	
First repair attempt date: 03/30/10		First repair attempt mileage: 2865	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input 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)

Vehicle Repurchase plus attorneys fees.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER 1FMCU0EG4AK[REDACTED]	
Lienholder/Leasing Company _____	Phone Number _____
Account Number _____	

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
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
Body and Trim		1		yes
Engine		1		yes
Recall		1		yes
Electrical		3		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

AGREEMENT TO ARBITRATE

Date: 06/15/2012

Case Number: FRD1221598

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 TX 1FMCU0EG4AK [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : EscapeYear : 2010

All parties named above submit to arbitration the following:

- * Body and Trim
- * Engine
- * Recall
- * Electrical

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : RepurchaseManufacturer :

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

ATA



BBB AUTO LINE

June 15, 2012

Re: W-C2 [REDACTED] vs Ford Motor Corporation
1FMCU0EG4AK [REDACTED]

KROHN & MOSS AL GA IL KY KS MN MO WI TX
10 N DEARBORN STREET 3RD FLOOR
CHICAGO IL 60602

Dear [REDACTED]:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

- * *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- * *Agreement to Arbitrate* – The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
- * *Customer Claim Form (CCF)* – Information we have on file regarding your complaint is recorded on the CCF. Please verify the accuracy of the information and return the CCF to us with any necessary corrections or additions.
- * *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
- * *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

- * How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700

- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

- _____ No further documentation is required at this time
- _____ Repair orders relating to the complaints(s)
- _____ The vehicle's current registration
- _____ The purchase contract or lease agreement
- _____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 3033 Wilson Blvd., Suite 600, Arlington, Virginia 22201 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Edith Newton at Extension 512

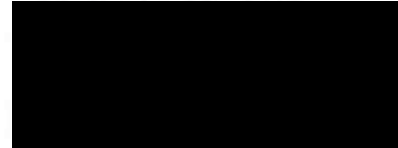
Umanzor, Maury

From: Hyatt, Chris <chyatt@consumerlawcenter.com>
Sent: Thursday, June 14, 2012 5:46 PM
To: ILDept Fax
Cc: Umanzor, Maury; Bridges, Michael; Herrera, Juan; Loader, Nancy; Patterson, Donna
Subject: 17032479700
Attachments: arb packet - [REDACTED].pdf

VIA FACSIMILE: 703-247-9700
(With Delivery Confirmation)

June 14, 2012

Council of Better Business Bureau, Inc.
Attn.: Maury Umanzor
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838



RE: [REDACTED] v Ford Motor Company

Dear Mr. Umanzor,

Please find enclosed the corresponding documents for the referenced case. We are requesting a documents-only hearing (fax: 866-264-3755). My clients' written position has been stated in this initial application. They request a refund or replacement under the TX Lemon Law and the Magnuson-Moss Act based on defects in the vehicle.

Please send notices fax only; please do not send any paper form of notices as our office is paperless. Thank you for your cooperation in this matter to our request.

Thank you,

Chris Hyatt
Krohn & Moss, Ltd
10 N. Dearborn St.
3rd Floor
Chicago, IL 60602
(312) 578-9428 Ext 206

**BBB AUTO LINE
Customer Claim Form**Case number:
Contact Date:
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED], Esq.; Krohn & Moss, Ltd.; [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: [REDACTED]	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Escape	Year: 2010	Current mileage: 34550
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Freeway Ford, Houston TX			
Primary Servicing dealer/city/state: Hacienda Ford, Edinburg TX			
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: October 27, 2009		Mileage at purchase/lease: 5	
First repair attempt date: March 30, 2010		First repair attempt mileage: 2,865	
How often is the vehicle used for business purposes (percentage): None %		Number of vehicles owned & 2 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)

VIN: 1FMCU0EG4AK [REDACTED]	/ Vehicle Repurchase plus attorneys fees.
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Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER

Lienholder/Leasing Company BANK OF AMERICA, NA Phone Number 1-800-215-6195
Account Number [REDACTED]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
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		ENCLOSED	

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____

Date 6-12-2012

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
 4200 Wilson Blvd., Suite 800
 Arlington VA, 22203-1838
 Fax: 703-247-9700

Date of Repair	Mileage	Description of Problem/Repair	Defects
3/30/10-4/2/10	2,865	Paint is blistering on frt of hood, left and right frt of fenders	Body and Trim
7/19/10-7/21/10	7,343	Veh has a zooming noise that starts at 50 MPH	Engine
		Veh check up	Inspection
04/22/11	20,195	Courtesy multi point inspection, including report card inspection of the veh	Inspection
		Certain 2010 model year fusion and milan and certain 2009 and 2010 model year escape and mariner vehicles equipped with 6F35 transmission – power train control module reprogramming	Recall
11/1/11-11/4/11	27,449	Courtesy multi point inspection, including report card inspection of the veh	Inspection
		The Mil lamp is on c/s car is running ok	Electrical
12/1/11-12/6/11	28,516	Check engine light is on	Electrical
		Courtesy multi point inspection, including report card inspection of the veh	Inspection

1/30/12-2/1/12	30,422	Check engine light is on	Electrical
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BUYER NAME: **ED COUCH** STATE: **TX** ZIP: **[REDACTED]** CITY: **HOUSTON** STATE: **TX** ZIP: **[REDACTED]**
 PHONE: **[REDACTED]**
 BUYER ADDRESS: **[REDACTED]**
 SELLER NAME: **ED COUCH** STATE: **TX** ZIP: **[REDACTED]**
 SELLER PHONE: **[REDACTED]**

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.
PURCHASE PRICE: 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 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.
 I 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 <input type="checkbox"/> OFFICIAL/EXECUTIVE <input type="checkbox"/> USED	USE FOR WHICH PURCHASED
2010	FORD	ESCAPE	1FMCU0EG4AK[REDACTED]		<input type="checkbox"/> PERSONAL, FAMILY, OR HOUSEHOLD <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL

Dealer Make: _____ Model: _____
 VIN: _____ License No.: _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
7.19 %	\$ 7,072.39	\$ 29,746.97	\$ 36,819.36	\$ 41,819.36

Your Payment Schedule Will Be:
 Number of Payments: **72** Amount of Payments: **\$ 511.38** When Payments Are Due: **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 6% of the scheduled payment.
repayment: 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.

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	\$	<u>N/A</u>	Term	<u>N/A</u>
<input type="checkbox"/> Credit Life, both buyers	\$	<u>N/A</u>	Term	<u>N/A</u>
<input type="checkbox"/> Credit Disability, one buyer	\$	<u>N/A</u>	Term	<u>N/A</u>
<input type="checkbox"/> Credit Disability, both buyers	\$	<u>N/A</u>	Term	<u>N/A</u>

N/A

ITEMIZATION OF AMOUNT FINANCED

Cash Price (including any accessories, services, taxes, _____)

\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>31,904.06</u> (1)
\$ <u>N/A</u>	\$ <u>N/A</u>	

Total Downpayment = (If negative, enter "0" and see Line 4A below)

Gross Trade-in	\$ <u>N/A</u>
- Pay Off Made By Seller	\$ <u>N/A</u>
= Net Trade In	\$ <u>N/A</u>
+ Cash	\$ <u>3,000.00</u>
+ Mfrs. Rebate	\$ <u>2,000.00</u>
+ Other (describe)	\$ <u>N/A</u>
Total Downpayment	\$ <u>5,000.00</u> (2)
Unpaid Balance of Cash Price (1 minus 2)	\$ <u>26,904.06</u> (3)

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	\$ <u>N/A</u>
Disability	\$ <u>N/A</u>
C Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>605.06</u>

(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 herein 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 ESTE 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

Total Other Charges and Amounts Paid to Others on Your Behalf

\$ 2,842.91
\$ 29,746.97⁽⁴⁾
\$ ⁽⁵⁾

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 this 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 (Insurance Company)
HOUSTON TX 77040

(Home Office Address)

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

10/07/2009

Driver's signature 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.cccc.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 [Signature] 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 [Signature] Date 10/07/2009 Co-Buyer Signs X 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 10/07/2009 Address [Address]
Seller signs GREENAY FORD LTD Date 10/07/2009 By X Title [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

Seller GREENAY FORD LTD By [Signature] Title [Title]

AW FORM NO. 553-TX 9/09 U.S. PATENT NO. 4,803,762
©2009 The Reynolds and Reynolds Company TO ORDER: www.reynoldscorp.com; 1-800-444-0202; fax 1-800-531-9266
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. OBTAIN YOUR OWN LEGAL COUNSEL.

CUSTOMER / TRUTH IN LENDING COPY

P.2/12 T.O: UNAVAILABLE

10/07/2009 09:37 From:

<p>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.</p> <p>UN CARGO POR TRANSACCION DE DOCUMENTOS NO ES UN CARGO OFICIAL. UN CARGO POR TRANSACCION 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 CIERRE DE LA VENTA. UN CARGO POR TRANSACCION DE DOCUMENTOS NO PUEDE EXCEDER DE \$50.00. ESTE AVISO ES REQUERIDO POR LEY.</p>		<p>TRADE ALLOWANCE</p>		N/A
<p>UN CARGO POR TRANSACCION DE DOCUMENTOS NO ES UN CARGO OFICIAL. UN CARGO POR TRANSACCION 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 CIERRE DE LA VENTA. UN CARGO POR TRANSACCION DE DOCUMENTOS NO PUEDE EXCEDER DE \$50.00. ESTE AVISO ES REQUERIDO POR LEY.</p>		<p>TAXABLE TOTAL</p>		28,145.00
<p>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.</p>		<p>PAYOFF ON TRADE-IN</p>		N/A
<p>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.</p>		<p>SALES TAX</p>		1,759.06
<p>INITIAL _____</p>		<p>DEALER'S INVENTORY TAX</p>		68.39
<p>IMPORTANT ADDITIONAL TERMS AND CONDITIONS ON BACK</p>		<p>DEALER DOCUMENTARY FEE</p>		50.00
<p>Referred By _____ Address _____ Phone _____</p>		<p>DEPUTY FEE</p>		5.00
<p>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.</p>		<p>VEHICLE INSPECTION FEE</p>		28.75
<p>ACCEPTED BY: _____ SELLER DEALER (SALES MANAGER) _____</p>		<p>LICENSE & TITLE FEE</p>		95.72
<p>VERBAL PROMISES ARE NOT BINDING. DEMAND A WRITTEN ONE BILL.</p>		<p>BALANCE ON VEHICLE</p>		30,144.92
<p>MAKE SURE YOUR SALESPERSON GIVES YOU A SIGNED COPY OF THIS ORDER.</p>		<p>EXTENDED SERVICE AGREEMENT</p>		604.00
<p>CO-BUYER _____</p>		<p>DEPOSIT RECEIPT NO.</p>		2,000.00
<p>_____</p>		<p>DOWN PAYMENT OR DELIVERY RECEIPT NO.</p>		3,000.00
<p>_____</p>		<p>TOTAL UNPAID BALANCE</p>		29,748.97

214P

ETB:UNAVAILABLE

From: 04:38 2008-12-10

Jun 13 12:04:58p

Cesar Caceres Ins. Agency

SPECIAL INSTRUCTIONS:

Tax Collector's Receipt for Texas Title Application/Registration/Motor Vehicle Tax

1. DATE OF RECEIPT		2.		3. EXPIRES LAST DAY OF		12. TEXAS LICENSE PLATE NO.	
[REDACTED]		[REDACTED]		MONTH YEAR		[REDACTED]	
4. REGISTRATION		5. <input type="checkbox"/> \$5 PLATE TRANSFER FEE <input checked="" type="checkbox"/> \$5 BUYER TEMP TAG FEE		6. PREVIOUS TEXAS LICENSE PLATE NO.		13. REG. CLASS	
[REDACTED]		[REDACTED]		[REDACTED]		14. TONNAGE	
7. OWNER (NAME AND MAILING ADDRESS)		8. PREVIOUS TEXAS LICENSE PLATE NO.		15. GROSS WEIGHT		16. CARRYING CAPACITY	
[REDACTED]		[REDACTED]		[REDACTED]		17. GROSS WEIGHT	
[REDACTED]		[REDACTED]		[REDACTED]		18. YEAR	
[REDACTED]		[REDACTED]		[REDACTED]		19. MAKE	
[REDACTED]		[REDACTED]		[REDACTED]		20. MODEL	
[REDACTED]		[REDACTED]		[REDACTED]		21. BODY STYLE	
[REDACTED]		[REDACTED]		[REDACTED]		22. VEHICLE IDENTIFICATION NUMBER (VIN)	
[REDACTED]		[REDACTED]		[REDACTED]		23. ODOMETER	
[REDACTED]		[REDACTED]		[REDACTED]		24. BRAND	
[REDACTED]		[REDACTED]		[REDACTED]		25. SURRENDERED TITLE NUMBER	
[REDACTED]		[REDACTED]		[REDACTED]		26. SALES PRICE	
[REDACTED]		[REDACTED]		[REDACTED]		27. SALES TAX	
[REDACTED]		[REDACTED]		[REDACTED]		28. PENALTY	
[REDACTED]		[REDACTED]		[REDACTED]		29. TAX & PENALTY PAID	
[REDACTED]		[REDACTED]		[REDACTED]		30. REG FEE - DPS	
[REDACTED]		[REDACTED]		[REDACTED]		31. LOCAL FEES	
[REDACTED]		[REDACTED]		[REDACTED]		32. TOTAL FEES	
[REDACTED]		[REDACTED]		[REDACTED]		33. PROCESSING CO	
[REDACTED]		[REDACTED]		[REDACTED]		34. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		35. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		36. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		37. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		38. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		39. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		40. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		41. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		42. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		43. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		44. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		45. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		46. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		47. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		48. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		49. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		50. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		51. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		52. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		53. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		54. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		55. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		56. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		57. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		58. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		59. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		60. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		61. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		62. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		63. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		64. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		65. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		66. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		67. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		68. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		69. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		70. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		71. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		72. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		73. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		74. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		75. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		76. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		77. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		78. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		79. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		80. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		81. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		82. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		83. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		84. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		85. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		86. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		87. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		88. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		89. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		90. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		91. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		92. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		93. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		94. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		95. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		96. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		97. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		98. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		99. TAX ASSESSOR-COLLECTOR	
[REDACTED]		[REDACTED]		[REDACTED]		100. TAX ASSESSOR-COLLECTOR	

FORM VTR-31.415 (REV. 05/2009) DHT #149517

DUPLICATE ORIGINAL OWNER'S COPY 4

Cesar Caceres Ins. Agency

956-262-2808

p.2

SERVICE INVOICE
WARRANTY COPY



FAX: (956) 383-2422

RO#	START	END	TIME
3/30/10	08:58		

1

2010 FORD

— — — — —

FRONT OF

CUSTOMERS

VERIFIED COSMETERS CONCERN, REMOVE AND INSTALL BOTH HEADLIGHTS AND BUMPER. NECESSARY TO REFINISH AND PAINT HOOD WHERE PAINT IS BLISTERING. NECESSARY TO SPOT PAINT BOTH LEFT AND RIGHT FRONT FENDERS.

174.55

EMP	DATE	TIME IN	TIME OUT
438	03/31/10		

TOTAL LABOR	47.60
TOTAL PARTS	222.15
REPAIR ORDER TOTAL	222.15

PG 1

NORTH ST. ORIENTAL
 12811/25 2ND, 12807 3RD,
 12741/42 - EIGHTH ST. SW - 8124 1/2
 12711/12 81ST SW - 8124 SW
 PALER 15 PALMER
 BUILDING - EIGHTH
 8100 SW - 8124 SW
 S&L OFFICE HOUST.

THEIR STRICTLY CASH-IN-USE PAYMENTS HAVE, however, done little to reduce the country's unemployment problem. The government and the public are both responsible for the unemployment crisis caused by unavailability of credit to small businesses. The government has not been able to create a credit system that is open to all, and the public has not been able to provide the necessary funds to create such a system. The government has not been able to create a credit system that is open to all, and the public has not been able to provide the necessary funds to create such a system.

[illegible]

CaesarCaracas Inc. Asst.

1

SERVICE INVOICE



FAX: (956) 383-2422

RO#

TOTAL LABOR	- 00
TOTAL PARTS	- 00
REPAIR ORDER TOTAL	. 00

PG 2

[illegible]

SERVICE INVOICE
CUSTOMER COPY



FAX: (956) 383-2422

CUST# 45258
TAG # 4770

EDCOUCH TX
PHONE: HOME

OWNER 45258 UNIT# 45258
VIN: 1FMC0E644E

2010 FORD ESCAPE LIM CURR MI 20,195.0
ENGINE: 3.0 6 CYL

(W) 1. CONCERN: 99P
COURTESY MULTI-POINT INSPECTION, INCLUDING REPORT CARD
INSPECTION OF THE VEHICLE
PERFORMED MULTI POINT COURTESY INSPECTION, INCLUDING REPORT
CAR

LABOR: 99P
15 JOE MARTINEZ

LABOR: GEALT
CONCERN: GREEN BATTERY
CORRECTION: GREEN BATTERY NORMAL COLD CRANKING AMPS. NO CONCERN AT THIS
TIME WITH BATTERY.

LABOR: GTIRE
CONCERN: GREEN TIRE. CHECKED OUT OK 7/32 OR GREATER TIRE TREAD
CORRECTION: NO CONCERNS AT THIS TIME

LABOR: GBK
CONCERN: GREEN BRAKES. AT OR ABOVE 5MM FOR DISC, 2MM FOR DRUMS
CORRECTION: BRAKES ARE NORMAL CONDITION AT THIS TIME

(W) 2. CONCERN: Certain 2010 Model Year Fusion and Milan and Certain 2009
and 2010 Model Year Escape and Mariner Vehicles Equipped
with 6F35 Transmission - Powertrain Control Module
Reprogramming

CAUSE: 11B15
RECALL
CORRECTION: VERIFIED CUSTOMER CONCERN REPROGRAM PCM TO LATEST
CALIBRATION PCM PART# A07A-12A650-BVC DUE TO RECALL 10B15.

PG 1

STATEMENT OF DISCLAIMER

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

This invoice is one and part of the original service requested. Necessary parts, and/or
labor are listed for each service requested. Should questions arise, they can best be
answered by our service advisor that worked on your car. Thank you for confidence in
allowing us to service your car.

Escalante Ford SERVICE DEPARTMENT

Signature of Person Responsible or Agent for Person Responsible

X

Model of vehicle
Vehicle make and model
Year, make and model
VIN
Date of purchase
Date of service
Mileage at time of service
Mileage at time of purchase
Mileage at time of sale
Mileage at time of trade-in
Mileage at time of lease
Mileage at time of rental
Mileage at time of other use

Model of vehicle

Vehicle make and model

Year, make and model

VIN

Date of purchase

Date of service

Mileage at time of service

Mileage at time of purchase

May 11 12:04:34p

Cesar Cacares Ins. Agency

956-262-2808

p.6

SERVICE INVOICE
CUSTOMER COPY



FAX: (956) 383-2422

CUST# 45258

RO#

VEHICLE PASSED TRANSMISSION LOAD TEST. VEHICLE OK.

LABOR: 10815C
15 JOE MARTINEZ

TOTAL LABOR	.00
TOTAL PARTS	.00
REPAIR ORDER TOTAL	.00

PG 2

STATE OF TEXAS COUNTY OF BEXAR CITY OF SAN ANTONIO I, JOE MARTINEZ, being duly sworn, depose and say that the above is a true and correct copy of the invoice for the repair work performed on the vehicle described herein, and that the same was prepared by me or under my direct supervision and control.	TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE. I hereby authorize the repair work to be done above, and the necessary parts to be purchased, on the basis of the invoice for the repair work performed on the vehicle described herein, and that the same was prepared by me or under my direct supervision and control. I hereby authorize the repair work to be done above, and the necessary parts to be purchased, on the basis of the invoice for the repair work performed on the vehicle described herein, and that the same was prepared by me or under my direct supervision and control.
NOTICE TO PURCHASER: If you are not the owner of the vehicle, you must sign this invoice as the authorized representative of the owner. If you are the owner, you must sign this invoice as the owner. If you are not the owner and are not the authorized representative of the owner, you must sign this invoice as the authorized representative of the owner. If you are not the owner and are not the authorized representative of the owner, you must sign this invoice as the authorized representative of the owner.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this vehicle. The dealer, Hacienda Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Hacienda Ford neither assumes nor warrants any other person to assume for it any liability in connection with the sale of this vehicle.
NOTICE TO PURCHASER: If you are not the owner of the vehicle, you must sign this invoice as the authorized representative of the owner. If you are the owner, you must sign this invoice as the owner. If you are not the owner and are not the authorized representative of the owner, you must sign this invoice as the authorized representative of the owner. If you are not the owner and are not the authorized representative of the owner, you must sign this invoice as the authorized representative of the owner.	NOTICE TO PURCHASER: If you are not the owner of the vehicle, you must sign this invoice as the authorized representative of the owner. If you are the owner, you must sign this invoice as the owner. If you are not the owner and are not the authorized representative of the owner, you must sign this invoice as the authorized representative of the owner. If you are not the owner and are not the authorized representative of the owner, you must sign this invoice as the authorized representative of the owner.

May 11 12:04:35p

Cesar Cacares Ins. Agency

956-262-2808

p. 7

SERVICE INVOICE
CUSTOMER COPY



FAX: (956) 383-2422

CUST# 45258
TAG # 3122

EDCUGH TX

OWNER 45258 UNIT# AK
VIN: 1PMCD06G4AC

2010 FORD

ENGINE: 3.0 6 CYL

ESCAPE LIM

CURR MI 27,449.0

(C) 1. CONCERN:

99P

COURTESY MULTI-POINT INSPECTION, INCLUDING REPORT CARD
INSPECTION OF THE VEHICLE
PERFORMED MULTI POINT COURTESY INSPECTION, INCLUDING REPORT
CAR

LABOR: 99P

LABOR: GBAT

CONCERN: GREEN BATTERY
CORRECTION: GREEN BATTERY NORMAL COLD CRANKING AMPS. NO CONCERN AT THIS
TIME WITH BATTERY.

LABOR: GTIRE

CONCERN: GREEN TIRE. CHECKED OUT OK 7/32 OR GREATER TIRE TREAD
CORRECTION: NO CONCERN AT THIS TIME

LABOR: GBK

CONCERN: GREEN BRAKES. AT OR ABOVE 5MM FOR DISC, 2MM FOR DRUMS
CORRECTION: BRAKES ARE NORMAL CONDITION AT THIS TIME

(W) 2. CONCERN: c/s the mil lamp is on c/s car is running ok ck and adv??
CAUSE: dc:42 dr:10:50985
CORRECTION: remove evap emission cluster

LABOR: 10

LABOR: 110322A
PARTS: 1.00

9R3Z9C985B

CANNISTER

PG 1

<p>Model or description Vehicle: 2010 Ford Year: 2010 Make: Ford Model: Escape VIN: 1PMCD06G4AC</p>	<p>Service performed Green battery normal cold cranking amps. No concern at this time with battery. Green tires checked out ok 7/32 or greater tire tread. No concern at this time. Green brakes at or above 5mm for disc, 2mm for drums. Brakes are normal condition at this time. C/S the mil lamp is on c/s car is running ok ck and adv?? Cause: dc:42 dr:10:50985 Correction: remove evap emission cluster</p>	<p>Technician Cesar Cacares</p>
<p>STATEMENT OF DISCLAIMER</p> <p>This invoice is the property of the service provider and is not to be reproduced or used in any manner without the express written consent of the service provider. The service provider assumes no responsibility for any damage to or loss of property or any other loss or expense incurred by the customer as a result of the use of the service provided. The service provider assumes no responsibility for any damage to or loss of property or any other loss or expense incurred by the customer as a result of the use of the service provided. The service provider assumes no responsibility for any damage to or loss of property or any other loss or expense incurred by the customer as a result of the use of the service provided.</p>		

p.8

SERVICE INVOICE
CUSTOMER COPY

FAX: (956) 383-2422

ROH

DATE	DESCRIPTION	TOTAL LABOR	TOTAL PARTS
10/1/78	REPAIR FRONT END	2.0	1.0
10/15/78	REPAIR FRONT END	2.0	1.0
10/25/78	REPAIR FRONT END	2.0	1.0
11/5/78	REPAIR FRONT END	2.0	1.0
11/15/78	REPAIR FRONT END	2.0	1.0
11/25/78	REPAIR FRONT END	2.0	1.0
12/5/78	REPAIR FRONT END	2.0	1.0
12/15/78	REPAIR FRONT END	2.0	1.0
12/25/78	REPAIR FRONT END	2.0	1.0
1/5/79	REPAIR FRONT END	2.0	1.0
1/15/79	REPAIR FRONT END	2.0	1.0
1/25/79	REPAIR FRONT END	2.0	1.0
2/5/79	REPAIR FRONT END	2.0	1.0
2/15/79	REPAIR FRONT END	2.0	1.0
2/25/79	REPAIR FRONT END	2.0	1.0
3/5/79	REPAIR FRONT END	2.0	1.0
3/15/79	REPAIR FRONT END	2.0	1.0
3/25/79	REPAIR FRONT END	2.0	1.0
4/5/79	REPAIR FRONT END	2.0	1.0
4/15/79	REPAIR FRONT END	2.0	1.0
4/25/79	REPAIR FRONT END	2.0	1.0
5/5/79	REPAIR FRONT END	2.0	1.0
5/15/79	REPAIR FRONT END	2.0	1.0
5/25/79	REPAIR FRONT END	2.0	1.0
6/5/79	REPAIR FRONT END	2.0	1.0
6/15/79	REPAIR FRONT END	2.0	1.0
6/25/79	REPAIR FRONT END	2.0	1.0
7/5/79	REPAIR FRONT END	2.0	1.0
7/15/79	REPAIR FRONT END	2.0	1.0
7/25/79	REPAIR FRONT END	2.0	1.0
8/5/79	REPAIR FRONT END	2.0	1.0
8/15/79	REPAIR FRONT END	2.0	1.0
8/25/79	REPAIR FRONT END	2.0	1.0
9/5/79	REPAIR FRONT END	2.0	1.0
9/15/79	REPAIR FRONT END	2.0	1.0
9/25/79	REPAIR FRONT END	2.0	1.0
10/5/79	REPAIR FRONT END	2.0	1.0
10/15/79	REPAIR FRONT END	2.0	1.0
10/25/79	REPAIR FRONT END	2.0	1.0
11/5/79	REPAIR FRONT END	2.0	1.0
11/15/79	REPAIR FRONT END	2.0	1.0
11/25/79	REPAIR FRONT END	2.0	1.0
12/5/79	REPAIR FRONT END	2.0	1.0
12/15/79	REPAIR FRONT END	2.0	1.0
12/25/79	REPAIR FRONT END	2.0	1.0
1/5/80	REPAIR FRONT END	2.0	1.0
1/15/80	REPAIR FRONT END	2.0	1.0
1/25/80	REPAIR FRONT END	2.0	1.0
2/5/80	REPAIR FRONT END	2.0	1.0
2/15/80	REPAIR FRONT END	2.0	1.0
2/25/80	REPAIR FRONT END	2.0	1.0
3/5/80	REPAIR FRONT END	2.0	1.0
3/15/80	REPAIR FRONT END	2.0	1.0
3/25/80	REPAIR FRONT END	2.0	1.0
4/5/80	REPAIR FRONT END	2.0	1.0
4/15/80	REPAIR FRONT END	2.0	1.0
4/25/80	REPAIR FRONT END	2.0	1.0
5/5/80	REPAIR FRONT END	2.0	1.0
5/15/80	REPAIR FRONT END	2.0	1.0
5/25/80	REPAIR FRONT END	2.0	1.0
6/5/80	REPAIR FRONT END	2.0	1.0
6/15/80	REPAIR FRONT END	2.0	1.0
6/25/80	REPAIR FRONT END	2.0	1.0
7/5/80	REPAIR FRONT END	2.0	1.0
7/15/80	REPAIR FRONT END	2.0	1.0
7/25/80	REPAIR FRONT END	2.0	1.0
8/5/80	REPAIR FRONT END	2.0	1.0
8/15/80	REPAIR FRONT END	2.0	1.0
8/25/80	REPAIR FRONT END	2.0	1.0
9/5/80	REPAIR FRONT END	2.0	1.0
9/15/80	REPAIR FRONT END	2.0	1.0
9/25/80	REPAIR FRONT END	2.0	1.0
10/5/80	REPAIR FRONT END	2.0	1.0
10/15/80	REPAIR FRONT END	2.0	1.0
10/25/80	REPAIR FRONT END	2.0	1.0
11/5/80	REPAIR FRONT END	2.0	1.0
11/15/80	REPAIR FRONT END	2.0	1.0
11/25/80	REPAIR FRONT END	2.0	1.0
12/5/80	REPAIR FRONT END	2.0	1.0
12/15/80	REPAIR FRONT END	2.0	1.0
12/25/80	REPAIR FRONT END	2.0	1.0
1/5/81	REPAIR FRONT END	2.0	1.0
1/15/81	REPAIR FRONT END	2.0	1.0
1/25/81	REPAIR FRONT END	2.0	1.0
2/5/81			

REPAIR ORDER TOTAL

00 00 00

PG 2

[illegible]

p. 9



SERVICE INVOICE
CUSTOMER COPY

RO# [REDACTED]
START 12/01/11 08:29

PHONE: HOME

CURR MI : 28,516.0

C/S CHECK ENGINE LIGHT IS ON
 VERIFIED CUST CONCER

TEST DROVE VEHICLE, PERFORMED DIS TEST, POUND CODE P0456
CHECKED OASIS FOR SSM OR TSB'S FOUND 11-11-28 CHECKED VEHICLE
FOLLOWED TSB RR CANISTER PURGE VALVE NAD CANISTER CLEARED
CODE RETEST/DALJOK

CANNISTER
VALVE ASY

COURTESY MULTI-POINT INSPECTION, INCLUDING REPORT CARD
INSPECTION OF THE VEHICLE
CORRECTION; PERFORMED MULTI POINT COURTESY INSPECTION, INCLUDING REPORT

21 LUPE GUTIERREZ

CONCERN: GREEN TIRE. CHECKED OUT OK 7/32 OR GREATER TIRE TREAD

LABOR: GBK

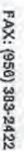
CORRECTION: BLAKES ARE NORMAL CONDITION AT THIS TIME

LENDON, GARY

PG 1

[illegible]

40



10

Cesar Caceres Ins. Agency

956-262-2808

p.11



SERVICE INVOICE
CUSTOMER COPY

FAX: (956) 383-2422

CUST# 45258
TAG # 2521

EDCOUCH TX
PHONE: HOME

OWNER 45258 UNIT# AKI
VIN: 1EMCU0EG4AKI

2010 FORD

ENGINE:

BSCAPE LT
3.0 6 CT

CURR. MI.

(W) 1. CONCERN:

c/s check engine

CORRECTION:

an design

LABOR: 10

LABOR: 9034A

LABOR: 9000D1

PARTS: 1.0

0.1
1.0

9R3Z9C985B
CL8Z9034A

CANNISTER
PIPE - FUEL

(c) 2. CONCERN:

99E

CORRECTION:

PERFORMED
CAR

MULTI POINT

LABOR: 99F

	TOTAL LABOR	TOTAL PARTS
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
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24	24	24
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84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

0000

PG 1

[illegible]

p.12

SERVICE INVOICE
CUSTOMER COPY

FAX: (956) 383-2422

120#

REPAIR ORDER TOTAL

00-

PG 2

<p>NAME OF REQUESTOR</p> <p>ADDRESS OF REQUESTOR</p> <p>CITY AND STATE AND ZIP CODE</p> <p>PHONE NUMBER</p> <p>DATE</p>	<p>NAME OF PERSON RESPONSIBLE FOR ACCOUNT</p> <p>ADDRESS OF PERSON RESPONSIBLE FOR ACCOUNT</p> <p>CITY AND STATE AND ZIP CODE</p> <p>PHONE NUMBER</p> <p>DATE</p>
<p>REQUESTOR'S SIGNATURE</p> <p>PRINTED NAME</p> <p>DATE</p>	<p>SIGNATURE OF PERSON RESPONSIBLE FOR ACCOUNT</p> <p>PRINTED NAME</p> <p>DATE</p>

CUST# 45258

RO#

REPAIR ORDER TOTAL

. 00

PG 2

<p>WORKSHEET INFORMATION</p> <p>Vehicle: 2004 Ford F-150 VIN: 1F150GAE880401234 Mileage: 12,345 Date: 10/15/04 Time: 10:00 AM</p>	<p>TECHNICAL INFORMATION</p> <p>Problem: 2004 Ford F-150 VIN: 1F150GAE880401234 Mileage: 12,345 Date: 10/15/04 Time: 10:00 AM</p>	<p>STATEMENT OF DISCLAIMER</p> <p>The below information constitutes all of the information with respect to the sale of the vehicle. The seller, Hacienda Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Hacienda Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.</p> <p>This invoice is the 2nd part of the original service request. Necessary parts, and/or labor are listed for each service requested. Should questions arise, they can be sent to the service department that worked on you. Thank you for confidence in allowing us to service your car.</p> <p>Hacienda Ford SERVICE DEPARTMENT</p>
--	--	--

X Signature of Person Responsible or Agent for Person Responsible

21/8/4

STATION/UNIT: 01

Printed From: 10/15/04 10:00 AM

RENTAL AGREEMENT REF#
266312 ZTCINC

RENTER

DATE & TIME OUT
05/11/2012 02:35 PM
DATE & TIME IN
05/15/2012 08:26 AM
BILLING CYCLE
24-HOUR

VEH #1 2012 FORD ESCAPE GLM2
VIN# 1PMCU06GCK
LIC#
MILES DRIVEN 315

BILL TO ACCOUNT
HACIENDA FORD-RGV
ATTN: ALBERT, SERVICE
3010 W UNIVERSITY DR
EDINBURG, TX 78539

SUMMARY OF CHARGES				
Charge Description	Date	Quantity	Per	Rate
TIME & DISTANCE	05/11 - 05/15	4	DAY	\$30.00
REFUELING CHARGE	05/11 - 05/15			\$0.00
Subtotal:				\$120.00
Texas & Surcharges				
10% TEXAS MOTOR VEHICLE TAX	05/11 - 05/15			\$12.54
TEXAS REIMBURSEMENT FEE	05/11 - 05/15	4	DAY	\$1.35
-DAILY				\$5.40
Total Charges:				\$137.94
Bill-to / Deposit				
HACIENDA FORD-RGV	05/11 - 05/15	4	DAY	
TIME & DISTANCE	05/11 - 05/15	1	PERCENT	10%
TAX				
TEXAS REIMBURSEMENT FEE	05/11 - 05/15	4	DAY	
-DAILY				
Subtotal:				(\$120.00)
Total Amount Due				\$0.00
PAYMENT INFORMATION				
AMOUNT PAID				
TYPE				
PHONE: (956) 383-1515				
ATTN: ALBERT, SERVICE				
CREDIT CARD NUMBER				
XXXXXXXXXXXX3332 PENDING				

5/15/2012

21/6'd

ETB71110001:01

From: 2002-12-120

RO#	W290000	
START	4/19/12	05:47
STOP	4/19/12	05:47

WRITER JQ
APPROVAL JQ
DROUGHT 4/19/13 18-00

ELM	CURR MI	33,199.0
PL		

NG DISPLAYED VEHICLE HAS

OVER 100 MILES PERFORMED
REPAIRED HOT
AIR FILTER, INSPECT FOR
BEST MONITOR, ETC ACT AND
ISOLATED AND LOAD TEST
AND REPLACED THROTTLE
ID 105373670

ИДЕНТИФИКАЦИЯ РЕЗУЛЬТАТОВ РАБОТЫ

SECTION, INCLUDING REPORT

	1990	1991
1990	100	100
1991	100	100

STATEMENT OF DISCLAIMER

including any implied warranty of merchantability or fitness for a particular purpose. The authors assume no responsibility for the use or misuse of the information contained in this report.

ent part of the original service requested. Necessary parts, or each service requested. Should questions arise, they can be service advisor may wait on you. Thank you for confidence in your car.

SERVICE DEPARTMENT

SERVICE DEPARTMENT

[illegible]

DOCT-21-2004 04:38 From:

Krohn & Moss, Ltd.

Albany, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, New York, Ohio, Texas, Wisconsin, Washington, DC)
Main Office
10 N. Dearborn St., 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Intended for use only in:
Texas

Writer's Direct Number
(312) 678-2498 Ext. 294
Writer's Direct Facsimile
(866) 282-0898
Writer's Direct E-Mail
kdmoss@krohnandmoss.com
www.krohnandmoss.com

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: 1FMCU0EG4K [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.

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. Zabriske Chevrolet, Inc. v. [REDACTED] 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. [REDACTED], 491 So.2d 204.

My 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. [REDACTED] 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/um

cc: [REDACTED]



BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Texas

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 Texas; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), not including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

Ford will also refund sales tax, original title fees, original registration fees, and reasonable towing, rental, and other incidental 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). Ford will reimburse the customer for reasonable towing, rental, and other incidental costs directly incurred because of the claimed defect.

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:
mileage at first repair of the defect
for which a replacement is awarded \times purchase price
100,000
- 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.

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Download Options

Report Detail Section : View Details

Attachments: 0

Report# : CEBD8011 NHL

Received: 05/02/2012

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2010, ESCAPE 4X2 (99 -
12) ,4X2 ,LIMITED,MPV ,1FMCU0EG4AK

Build Date: 08/27/2009

Odometer :

33,199 M

Engine:

3.0L
IVCT

Calibration: AM71F30A

Transmission:

6SP 6F MID

Axle:

3.51
RATIO

A/C:

YES

Dealer:

USA 04446 Hacienda Ford

Phone#:

(956) 383-
1615

City:

Edinburg

State:

Texas

Country :

USA

Originator:

DANIEL OCANAS

Symptom:

5 54 3 00 DRV PERF,LACK/LOSS PWR ,CRUISE/STEADY,UNKNOWN

Status:

VFG:

V52 DRIVEABILITY

Additional
Symptom:

REPEAT WRENCH LIGHT

Fix:

Causal Component :

Condition Code:

Hotliner: MWEBER72

Phone:

Regn Cd: C2 Houston

Engineering:

Phone:

TAR:

Dir Contact: DANIEL OCANAS

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC: P1111

KOER:

Comments:

REPAIR 05/02/2012 12:56PM MWEBER72

WEB FORM DATA - CONCERN: WHILE DRIVING WRENCH LIGHT TURNS ON VEHICLE LOOSE POWER DIAGNOSTICS. PERFORMED QUICK TESTS ON ALL MODULES, KOER AND KOEO TESTS. NO CODES RETRIEVED. HAVE DRIVEN VEHICLE OVER 100 MILES UNABLE TO DUPLICATE CONCERN. PARTS REPLACED: N/A TECH QUESTION: ARE THERE ANY KNOWN CONCERNS. OR ASSISTANCE IN DIAGNOSTICS WOULD BE GREATLY APPRECIATED

RECOMM 05/02/2012 12:56PM MWEBER72

■■■■■, SIMILAR CONCERNS (WITHOUT DTCS SETTING) HAVE BEEN CAUSED BY AIR INLET SYSTEM, MAF SENSOR, AND THROTTLE BODY CONCERNS.

AFTERMARKET AIR INLET ASSEMBLIES, AIR FILTERS, OR OTHER

MODIFICATIONS CAN CAUSE TURBULENT READINGS ACROSS THE MAF SENSOR RESULTING IN INCORRECT LOAD CALCULATIONS. INCORRECT LOAD CALCULATIONS CAN CAUSE A HESITATION, ROUGH RUN, OR STALL. IF NOT PERFORMED

ALREADY, RECOMMEND VERIFYING THE AIR INTAKE ASSEMBLY IS FACTORY, FITTING TIGHT/SECURE, AND HAS A CLEAN MOTORCRAFT AIR FILTER INSTALLED. IF OK, RECOMMEND ADDITIONALLY INSPECTING THE MAF SENSOR ITSELF FOR SIGNS OF CONTAMINATION OR DAMAGE. CLEAN PER

href=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SSM.ASP?SSM=21126 TARGET='_BLANK'>SSM 21126 OR REPLACE IF

QUESTIONABLE AND RETEST. IF THE AIR INLET AND MAF SENSOR CHECKS

PROVE OUT, RECOMMEND ADDITIONALLY MONITORING THE ETC_ACT AND ETC_DSD PIDS DURING FURTHER ROAD TESTING (IF YOU HAVE NOT ALREADY). IDEALLY THESE PIDS SHOULD MATCH EACH OTHER, BUT IF THEY VARY BY MORE THAN 3 DEGREES, A CONCERN IS PRESENT (BUT A DTC WILL NOT SET UNTIL 6 DEGREES DIFFERENCE). IF FOUND, OR IF THE THROTTLE BODY OPERATION IS ERRATIC, RECOMMEND REPLACING THE THROTTLE BODY AND RETESTING. IF ALL CHECKS

INCLUDING THE ETC PID READINGS PROVE INCONCLUSIVE, RECOMMEND ISOLATING AND LOAD TESTING THE THROTTLE BODY CIRCUITS. USING A SUITABLE LOAD, VERIFY LESS THAN .2V IS DROPPED AND WIGGLING THE CIRCUITS DOES NOT CAUSE THE BULB TO FLICKER. PERFORM A PIN TO PIN OVERLAY (USING NEW PINS) ON ANY QUESTIONABLE CIRCUITS AND RETEST. IF NO CIRCUIT CONCERNS ARE FOUND, RECOMMEND REPLACING THE THROTTLE BODY AND RETESTING. SSM 21126 SOME 1997-2010MY GAS ENGINE EQUIPPED VEHICLES MAY EXHIBIT DIAGNOSTIC TROUBLE CODES P0171-P0175 WITH LACKS POWER, HESITATION, RUNS ROUGH OR SURGE DRIVABILITY CONCERNS DUE TO CONTAMINATED MASS AIRFLOW SENSORS(MAF).

Folder Number: [File Report To This Folder](#) [File Report To A Folder](#)

[Add Comments](#) [Previous](#) [Next](#) [Save](#) [Mail Report](#)

[Download Options](#)

Requester: DALBANIC
Report Summary
Server: FCWS686

Ford Proprietary, Private

19-Oct-2012
Retention: None

DEALER 52F 037

VIN 1FMCU0EG4AK

Suggested Retail Price

Invoice Amount

1004 ESCAPE 4DR LIMITED FWD 25105.00 23527.00
2010 MODEL YEAR
STERLING GRAY METALLIC
53 CHARCOAL LTHR-TRIM SEATS

INCLUDED ON THIS VEHICLE 2250.00 1913.00

MOON & TONE VALUE PKG
POWER WINDOW/ LOCKS/ UNLOCK
POWER MIRROR/ MIRROR/ BLADE
18" ALUMINUM WHEELS/ 7 SPEAKERS/ CD
LIMITED LUXURY PACKAGE
REVERSE SENSING SYSTEM
(DRATC) DUAL BLISC A/T CONTROL
RRAR VIEW CAMERA SYSTEM
UNLV GARAGE DOOR OPENER

OPTIONAL EQUIPMENT

99G 3.0L DURATEC FV V6 ENGINE 1000.00 910.00
446 .6 SPEED AUTO TRANSMISSION NC, NC
153 17" CHROME CLAD WHEELS 695.00 591.00
153 FRONT LICENSE PLATE BRACKET NC, NC
187 INTEGRATED SIDE STEP BARS 345.00 293.00
425 50 STATE EMISSIONS 385.00 350.00
60P AUTO PARK ASSISTANCE 4685.00 4033.00

TOTAL VEHICLE & OPTIONS 29950.00 27570.00
DESTINATION & DELIVERY 725.00 725.00
TOTAL BEFORE DISCOUNTS 30715.00 28295.00
#SPECIAL ADDED DISCOUNTS# 570.00- 484.00-

TOTAL FOR VEHICLE 30145.00

03 U.S. GAL. FUEL CHARGE 8.01
POLY/MOD. ASSESSMENT 390.00
SHIPPING WEIGHT 3299 LBS.

TOTAL 30145.00 28209.01

***** REINVOICED PRIOR TO PLANT RELEASE *****

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

Sold to

Freeway Ford
P.O. BOX 25085
Houston TX 77265

52F037

Ship to (if other than above)

Ship Through

Order Type	Ramp Code	Batch ID	Price Level
2	CD5B	9H191	020
Date Inv Prepared	Item Number	Transit Days	
08 19 09	52-3200	10	

Invoice & Unit Identification NO.

1FMCU0EG4AK

Final Assembly Plant

KANSAS CITY

Finance Company and/or Bank

Ford Motor Credit 000001

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
883	28209.01	27276.01	27376.01	28371.17

This invoice to be used for the billing of vehicles only

Dealer's copy

DP12-006 001776LC



From: dcpform@ford.com [mailto:dcpform@ford.com]
Sent: Monday, August 23, 2010 9:58 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Subject: Dealer/Fleet Request For OGC Review

Dealer/Fleet Request For OGC Review

Dealership/Fleet Name: NORTH BROTHERS FORD
Requesting Dealer/Fleet: NORTH BROTHERS FORD
Contact Person: JIM KEMPER
Title: SM
Address: 33300 FORD RD
Telephone: 7344211300
Email Address: james_kemper@northbros.com
PA Code: 02975
Region: DETROIT
City: DETROIT
Dealer State: MI
Fax Number: 7344211343
WSD: 12/07/2009
Vehicle Year: 2010
Vehicle Model: FUSION
Vehicle VIN: 3FAHP0HAXAR [REDACTED]
Mileage: 4978
Customer/Fleet Name: [REDACTED]
Street Address: [REDACTED]
City: LIVONIA
State: Michigan
Zip Code: [REDACTED]

8/23/2010

Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: G2 - Detroit
Incident Involves: Accident
Date of Incident: 08/19/2010
County in which incident occurred: WAYNE
Is Alleging Defect: Yes
Alleging defect detail: CUSTOMER STATES VEHICLE SURGES WHILE PULLING INTO PARKING SPACE SINCE 10B15 PROGRAM COMPLETED
Police Report Filed: No
Insurance Company Contacted: N
Insurance Company Contact Information: MICHIGAN MILLER
Coach Builder State: AK - Alaska
Vehicle Location: OWNER HAS VEHICLE
Resolution Sought Detail: CUSTOMER WOULD LIKE FRONT SPLASH GAURD REPAIRED

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

8/23/2010



IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!

Dealer/Fleet Request For OGC Review

*****Note: this form is for Retail and Fleet vehicles*****

Pursuant to the W&P Manual, the service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

Note: All fields are required and must be filled in accordingly before submitting this form

NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555

DEALER INFORMATION

Dealership/Fleet Name:

Requesting Dealer/Fleet:

P&A Code:

Contact Person:

Title:

Phone Number:

Fax Number:

Email Address:

Region:

Address:

City:

State:

Zip Code:

Koons Ford, Inc.

Koons Ford, Inc.

00038

Rod Gautier

Service Director

703 241-7200

703 534-4705

rod.gautier@koons.com

Washington

1051 East Broad Street

Falls Church

Virginia

00038

CUSTOMER/VEHICLE INFORMATION

WSD:

Vehicle Year:

Vehicle Model:

Vehicle VIN:

Mileage:

Customer/Fleet Name:

Street Address:

City:

State:

24 February 2010

2010

Ford

3FAHP0HA6AR

4000

Alexandria

Virginia

OFFICE OF THE
GENERAL COUNSEL

AUG 08 2012

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

Handwritten signature

8/4/2012

Zip Code:
Home Phone:
Work Phone:
Region:

Washington

DETAILS OF INCIDENT

*****Note: DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****
*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

Incident Involves:

☐ Accident ☐ Fire ☐ Injury ☐ Medical Attention Sought

Date of Incident:

8/3/2012

County in which incident occurred:

Arlington, Virginia

Is customer alleging a component defect
CAUSED the incident?

☐ Yes ☐ No

If yes, what type & details:
If no, refer to Escalated Concern Handling
section of the Customer Handling Roadmap

Customer claims unattended acceleration
caused vehicle to strike the rear of another
vehicle in the Taco bell carry out line.

Was a police report filed?

☐ Yes ☐ No

If yes, where:

Has the insurance company been contacted?

☐ Yes ☐ No

What did the insurance company advise?

Insurance company advised customer to have
vehicle repaired. Claim #

Name and phone number of owner's insurance
company & agent's name:

State Farm 866 415-9020 Becky

If the vehicle is a conversion unit, who is the
coach builder?

City:

State:

Zip Code:

8/4/2012

Vehicle Location:	At owner's home
Attorney Information (if applicable):	
CVO Contact (if applicable - Fleet Only):	
RESOLUTION THAT CUSTOMER IS SEEKING:	
Repaired by Ford and acceleration/	
COMMENTS:	
Customer says this is second	
<input type="button" value="Submit Request"/>	

8/4/2012



Fleet Request for Consumer Affairs Investigation

Date: November 5, 2010

Morsill INFO Case #:

Supporting documents included in fax?

NO

FLEET INFO

Fleet Name:

Address:

Bloomington, IL

Contact:

Title: Fleet Administrator

Phone:

Cell:

VEHICLE INFORMATION

VIN: 1FMCU5K39AK

Mileage: 35,173

Vehicle Type: Escape Hybrid

Year: 2010

VEHICLE LOCATION

Name of Business or Dealer: State Farm - Oakland Ave Building

Contact: Dick Malcolm or Robert Tucker

RT phone: 309-766-8071

Dealership Involved: None

Address: 2309 East Oakland Ave

Bloomington, IL 61710

PRODUCT LIABILITY TYPE

Accident

Date of Occurrence: Nov. 2, 2010

Injury? NO

Description of Concern: "Vehicle accelerator stuck causing it to hit a planter then careen out of control. The driver hit a light pole, then a tree to get it stopped."
** Do not request investigation if repairs have been completed.

NAFS CONTACT

Name: Jane Evans

CDS ID: jevans9

Phone: 708-288-5110

Fax: 866-400-7108

ATTORNEY INFORMATION

Attorney Involved?

NO

If yes, Attorney's Name:

Phone #:

ADDITIONAL COMMENTS/INSTRUCTIONS:

Front end damage to the vehicle, a planter, stop sign, light pole and tree

Revision 0.0

Ford Motor Company

11/5/2010



Malaney, Linda (L.)

From: Hull, Michelle (M.K.) on behalf of Ordcalp, F (F)
Sent: Monday, October 01, 2012 3:38 PM
To: Miles, Felicia (F)
Cc: dshort@holzerford.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.

This claim has been assigned to Felicia Miles

*****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*****

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

From: DCPFORM, FMCDdealer (.)
Sent: Monday, October 01, 2012 8:47 AM
To: Ordcalp, F (F); Taylor, Alma (A.)
Cc: dshort@holzerford.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: Tom Holzer Ford, Inc.
Requesting Dealer Fleet: tom holzer ford
PA Code: 02709
Contact Person: dean short
Title: service manager
Phone Number: 248-615-2283
Fax Number: 248-615-4283

Email: dshort@holzerford.com

Region: detroit

Address: 39300 w.ten mile

City: farmington hills

State: Michigan

Zip Code: 48335

CUSTOMER VEHICLE INFORMATION:

WSD: 3-31-2010

Vehicle Year: 2010

Vehicle Model: fusion

Vehicle VIN: 3fahp0ja9ar

Mileage: 17310

customer Fleet Name:

Street Address:

City : WEST BLOOMFIELD

State : Michigan

Zip Code :

Home Phone:

Work Phone:

Customer Region: DETROIT

DETAILS OF INCIDENT:

Accident

Date of Incident: 2012-09-27

County incident occurred: OAKLAND

Is customer alleging a component defect CAUSED the incident? YES

Details: sudden accel ,customer felt vehicle accel on its own

Was a police report filed? YES

Details : farmington hills ,michigan

Has the insurance company been contacted? YES

Insurance company advised: they are sending out adjuster

Insurance company contact information: auto owners sharon mooney 248-620-2936x5456 lauren

Coach builder:

City :

State : Michigan

Zip Code :

Vehicle Location: tom holzer ford dealership

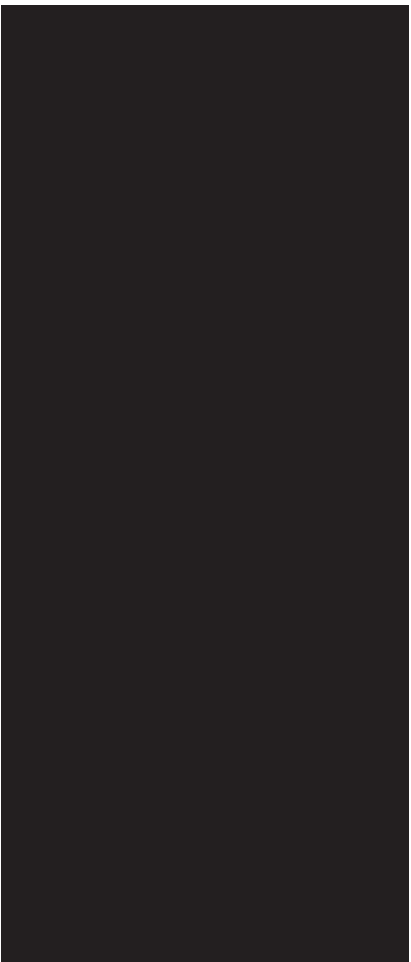
Attorney information:

CVO Contact:

Resolution Customer is seeking: customer seeking ford to assist

Comments:

Copyright 2012 Ford Motor Company



D044103

RECEIVED
R14-13-12 Dc

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

January 3, 2012.

Re: 2010 Ford Fusion
VIN: 3FAHP0HAR [REDACTED]

Attn: Alma Taylor
Level Analyst

In reply to your letter dated December 19, 2011, regarding my accident with the above car, I almost died from the acceleration caused by an unknown problem. It was expected your refusal in this matter.

Are you aware that it is an open recall on this car for several reasons, including the rear brakes?

Are you aware of accelerator and other problems for 2010 Fusions - as per some enclosed Internet Informations?

Are you aware that after almost 90 days waiting, the inspection of my car lasted only a short time, and did not involve the software inspection?

After all the above, your decision seems not based on real facts and it is unacceptable.

I am selling this car now, since I will not drive it any longer. If the new owner will have the same problem, you are responsible for it. I was lucky to stay alive, but somebody else might not be so lucky.

[REDACTED]

Sherman Oaks, ca. [REDACTED]

4 ENCL.



Office of the General Counsel

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

October 7, 2011

SHERMAN OAKS, CA [REDACTED]

OCT 31 2011 JCP

RE: 2010 FUSION
VIN: 3FAHP0HA9AR [REDACTED]

Dear [REDACTED]:

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

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

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

- Attach on a separate piece of paper a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- A copy of the police and/or fire report.
- A copy of the vehicle title and registration.
- Original color photographs of the vehicle's collision/fire damage & the alleged defective part(s), from several different angles; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Original color photographs of the accident scene showing the grade of the road, include your name and the last 6 digits of your VIN# on the back of each photograph.
- Attach a copy of your expert's report and the expert's original photographs.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.
- Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
- A complete service history for the subject vehicle, including any maintenance items.
- If you are claiming damages other than the vehicle, please provide the necessary pictures, receipts, and estimates to support your claim.

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

1. What are you seeking from Ford Motor Company in this matter?
A REPLACEMENT CAR
2. What is the alleged defect: THE WHOLE CAR FRONT AND UNKNOWN
(PARTS)
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: BURBANK, CALIFORNIA, SEPT. 28, 20
5. What was the mileage at time of occurrence: 26698
6. List all after market additions or modifications that were made to the vehicle:
7. Was the engine running? (circle one) (Yes) or No
8. Were the keys in the ignition? (circle one) (Yes) or No
9. Was this vehicle purchased new or used: USED
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: 11/9/2010, 22518, GALPIN FORD, NORTH HILLS, CA.
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).
CALIBER COLLISION CENTER 307 VICTORY BLVD BURBANK, CA.
12. Has an insurance company been advised of this incident? (Yes) No
13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number (It is your responsibility to contact your insurance company): AAA ALISON REUL P.O. BOX 60024 ARCADIA, CA 91066 • (714) 617-1111 # [REDACTED]
14. Please provide the names and contact information of any witnesses to the incident?

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

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

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

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Alma Taylor".

Alma Taylor
Legal Analyst- OGC Product Claims

FORD MOTOR CO. PRODUCT CLAIMS DEPARTMENT

On October 28th, 2011 at around 11 AM, I drove my 2010 FUSION to the Burbank Mall garage, 2nd level, in front of Macy's, into a handicapped parking space. While turning into the space, my car accelerated and run into the wall with full speed. I tried to brake, but the brakes did not work. Luckily there were iron wires installed in front of the wall, so there was not other damage but the whole front of my car.

I was terrified and in complete shock. I did not call the Police. There was no other person involved and no damage to the garage wall. Therefore there is no Police Report.

I called AAA and they towed the car to the Caliber Collision Center. From there, I was driven home. I was still in shock. I am convinced that there was something wrong with the FUSION. I am not trusting that car any more and even if they would repair it, I will never drive it again. This must have been a factory originated mistake and definitely not my fault. I am convinced that this car is a lemon. First, I went to the dealer service manager Mr. Shane, at Galpin Ford. He gave me the phone number of Ford Relations.

The vehicle is still at Caliber Collision Center and waiting for your inspection. The insurance company, -AAA wants to have it repaired, but I do not trust this car and will not drive it any longer. I want a replacement car.

VIN: 3FAHPOHA9AR

BEGINNING OF CONTACT
10/07/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07 56.09

REGION: W1 LOS ANGELES
VIN: 3FAHP0H9AR

OGC ISSUE
ZONE: AD1
ENGINE: A

VEH TYPE: C

CASE NBR: 563122771

OPENED: 2011/10/06
CLOSED: 2011/10/06

LAST NAME:

MRS

FIRST NAME:

STATUS:

CLOSED

TITLE:

SHERMAN OAKS

STATE:

CA

ZIP:

HOME PHONE:

2070

MODEL:

FUSION

MODEL YEAR:

26000

DEALER NAME:

GALPIN FORD

SALES CODE:

F71040

P & A:

05373

REASON CODE:

0772 LEGAL - ACCIDENT

SYMPTOMS:

620900 ENG SPEED-UP SUDDEN ACCELERATION

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

DATE: 2011/10/06 TIME: 18:36:55:
ACTION DATA COMMENTS:

CUSTOMER SAID: 1. DATE OF THE ACCIDENT -SEPT 28, 20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT -VEH SUDDENLY ACCELERATED.3. IF THERE WERE ANY INJURIES SUSTAINED. - NO.4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED. -BURBANK CALIFORNIA MALL GARAGE.5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. -NO.6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. -NO.7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED. -N/A.8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY. -NO. CUST FILING CLAIM WITH FORD.9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. -N/A.10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. -YES. LOCATED AT CALIBER COLLISION CENTER IN BURBANK.11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). -NO.12. WHAT THE CUSTOMER IS SEEKING. -FIN ASST. CUST STATES THAT THIS SITUATION IS DUE TO FORD DEFECT SO FORD SHOULD PAY FOR REPAIRS. DEALER SAID: ** GALPIN FORD DEALER ADDRESS: 15505 ROSCOE BLVD NORTH HILLS CA 91343 DEALER MAIN PHONE: 818-787-3800 **CRC ADVISED I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO COR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE -ADV OF ABOVE *AGENT RUNNING CORRECT PATHWAY.

CONSUMER AFFAIRS

10/07/2011 FAXOGC2 CONFIDENTIAL

Ford Motor Company
Customer
07 07 2011
Office of the
General Counsel





CT Corporation

Service of Process
Transmittal

11/14/2011

CT Log Number: 519481505



TO:

Chris Dzbancki
Ford Motor Company
One American Road
Dearborn, MI 48126

RE:

Process Served in Pennsylvania

FOR:

Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:

[REDACTED], Pltfs. vs. Ford Motor Company, Dtc.

DOCUMENT(S) SERVED:

Letter, Cover Sheet, Notice to Defend, Complaint, Verification, Exhibits)

COURT/AGENCY:

Philadelphia County - Court of Common Pleas, PA
Case # 111100320

NATURE OF ACTION:

Product Liability Litigation - Lemon Law - Failure to repair and/or correct defects on a 2009 Ford Escape - VIN 1FMCU94G59P [REDACTED]

ON WHOM PROCESS WAS SERVED:

CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE:

By Certified Mail on 11/14/2011 postmarked on 11/10/2011

JURISDICTION SERVED :

Pennsylvania

APPEARANCE OR ANSWER DUE:

Within 20 days - Written Appearance // 07/13/2012 at 11:00 a.m. - Arbitration Hearing

ATTORNEY(S) / SENDER(S):

Robert A. Rapkin
Kimmel & Silverman, P.C.
30 East Butler Pike
Aandler, PA 19002
215-540-8888

REMARKS:

Postmark may not be legible on scanned image.

ACTION ITEM(S):

SOP Papers with Transmittal, via Fed Ex Priority Overnight, 797734469209
Image SOP
Email Notification, Chris Dzbancki CDZBANSK@FORD.COM

SIGNED:

CT Corporation System

PIER:

Sabra Dudding

ADDRESS:

116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101
717-234-6004

TELEPHONE:



KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemmonlaw.com

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

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

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Madison Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7144

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

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danvers, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2518

PLEASE REMIT ALL CORRESPONDENCE TO THE ARLINGTON OFFICE

November 10, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

RE: **[REDACTED]** v. Ford Motors Company
November Term 2011, No. 000320

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Ford Motor Company in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note:** A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,

Richard A. Scholer

RAS:jh

ROBERT M. SILVERMAN
CRAIG B. FOR KIMMEL
* Member, PA Bar
* Member, NJ Bar
* Member, NY Bar
* Member, MD Bar
* Member, OH Bar
* Member, MI Bar
* Member, IL Bar
* Member, IN Bar
* Member, KY Bar
* Member, TX Bar
* Member, CA Bar

JACQUELINE C. HERBERT
* Member, PA Bar
* Member, NJ Bar
* Member, NY Bar
* Member, MD Bar
* Member, OH Bar
* Member, MI Bar
* Member, IL Bar
* Member, IN Bar
* Member, KY Bar
* Member, TX Bar
* Member, CA Bar

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

For Prothonotary Use Only (Docket Number)
NOVEMBER 2011
E Filing Number: 1111014459

PLAINTIFFS NAME [REDACTED] AMBLER, PA		DEFENDANTS NAME [REDACTED] FORD MOTOR COMPANY	
PLAINTIFFS ADDRESS [REDACTED] AMBLER, PA		DEFENDANTS ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 320 HARRISBURG PA 17101	
PLAINTIFFS NAME [REDACTED] AMBLER, PA		DEFENDANTS NAME [REDACTED]	
PLAINTIFFS ADDRESS [REDACTED]		DEFENDANTS ADDRESS [REDACTED]	
TOTAL NUMBER OF PLAINTIFFS 2		TOTAL NUMBER OF DEFENDANTS 1	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00		COMPLETION OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdiction <input type="checkbox"/> Notice of Appeal	
COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other:		<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition <input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival	
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION [REDACTED]			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER) FILED PRO PROTNY NOV 08 2011 S. GARRETT			
IS CASE SUBJECT TO COORDINATION ORDER? YES NO			
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>RACHEL TABAS , NADINE S TABAS</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFFS/PETITIONER/APPELLANT'S ATTORNEY ROBERT A. RAPPIN		ADDRESS 30 EAST BUTLER PIKE AMBLER PA 19002	
PHONE NUMBER (215) 540-8688		FAX NUMBER (215) 540-8817	
SUPREME COURT IDENTIFICATION NO. 61628		EMAIL ADDRESS rappin11ye@lemonlaw.com	
SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT RAPPIN		DATE SUBMITTED Tuesday, November 08, 2011, 04:14 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 11:00 AM - 07/13/2012
You must still comply with the notice below. USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Panel of Arbitrators at the time, date and place specified. Your presence is not present
at the hearing. If you fail to appear at the hearing, the arbitrators may decide the case in favor of the party who is present.
There is no right to a trial by jury in this arbitration. A decision entered by a Judge.

30 East Butler Pike
(215) 540-8888

MATTER ASSESSED & Opened by
DAMAGES HEREIN REQUESTED.
06 NOV 2011 04:51 PM

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

Ambler, PA

v.

CIVIL ACTION

FORD MOTOR COMPANY
CT Corporation System
116 Pine Street
Suite 320
Harttsburg, PA 17101

NOTICE TO DEFEND

CODE: 1900

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEFONO: 215-238-1701

Case ID

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8838

ATTORNEY FOR PLAINTIFFS

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

[REDACTED]
Ambler, PA [REDACTED]

v.

FORD MOTOR COMPANY
CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiffs, [REDACTED] are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, [REDACTED] Ambler, PA [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about December 20, 2008, Plaintiffs purchased a new 2009 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU94G59L [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

Case ID: [REDACTED]

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled approximately \$25,000.00.

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before May 18, 2011, when the vehicle odometer showed 24,997 miles. On that date, repair attempts were made to the abnormal check engine light on and throttle control light on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "A".

11. The second documented warranty repair attempt is believed to have occurred on or before June 14, 2011, when the vehicle odometer showed 25,143 miles. On that date, repair attempts were made to the abnormal check engine light on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

12. The third documented warranty repair attempt is believed to have occurred on or before June 29, 2011, when the vehicle odometer showed 25,200 miles. On that date, repair attempts

were made to the abnormal check engine light on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "D".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

15. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

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

17. Bergeys Ford Fort Washington is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

18. On or about December 20, 2008, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

20. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

21. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

(1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or

(2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

22. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

23. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

24. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

26. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

27. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

28. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

29. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

30. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of

Case ID: [REDACTED]

costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

49. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

50. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

51. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

52. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

53. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

54. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

55. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

56. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

57. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT A. RAPKIN, ESQUIRE

Attorney for Plaintiffs


30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

V E R I F I C A T I O N

Robert A. Rapkin, states that they are the attorney for the Plaintiffs herein; that they are acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.


ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs

Case ID: [REDACTED]



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SALES: 215-793-3700

SALES: 212-766-0700
TOLL FREE: 1-800-734-2100

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PURCHASE ORDER NO.		DATE		INVOICE NO.	
06/14/2011		RD107935C			
2009	FORD	ESCAPE	FXK2906	RED FIRE	1FMCU94G59K
94015 - CASH Del. date: 12/20/2008					
AMBLER, PA		MILEAGE IN		SERV. ADVISOR	VEHICLE NO.
		25,143		1940	A216
		MILEAGE OUT		PARKING SPOT OUT	DUE DATE
		25,158			06/14/11

*** Repair order date: 06/07/2011

LABOR: Concern: CUSTOMER REQUEST; CHECK ENGINE LIGHT ON, P2135

Cause: 9E926---E29---42
Correction: VERIFIED CHECK ENGINE LIGHT IS ON. RETRIEVED CODE P2135. PERFORMED PINPOINT TEST DV1-DV12 RESISTANCE OUT OF SPEC. CONTACTED HOTLINE DUE TO PREVIOUS ISSUES. LOAD TESTED CIRCUITS AS PER HOTLINE---OK. REMOVED AND REPLACED THROTTLE BODY ALSO REPLACED CONNECTOR AT ELECTRONIC THROTTLE BODY. CLEARED CODES-PERFORMED 15 MILE ROAD TEST-MONITORED PIDS-OK-RECHECKED FOR CODES-OK REMOVE AND REPLACE THROTTLE BODY A/I

EEC QUICK TEST
PIN POINT TEST
NGS-WDS DCL DISPL MONITOR PIDS
N/C
N/C
N/C

PARTS:Qty Part number Description List price Net
1 FO9L8Z9E926A THROTTLE BODY N/C
1 FO9L8Z9E936A GASKET N/C
1 FOAU2Z1AS41MA WIRE ASY N/C
6 OS3U2Z14A088AB TERMINAL REPA N/C

Total for Job# 1 0.00

LABOR: Job# 2
CHANGED OIL AND FILTER CHECKED ALL BELTS AND HOSES
TOPPED OFF FLUID LEVELS SET TIRE PSI
CUSTOMER STATES PERFORM LUBE AND OIL FILTER CHANGE 12.95

PARTS:Qty Part number Description List price Net
1 FOFL820S FILTER ASY - 9.61 5.25
6 OS5W-20U 5W-20 SEMI-SY 2.25 1.95
3 OSNWS WASHER FLUID, 0.60 0.60
Total Parts: 18.75

Total for Job# 2 31.70

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby exports including any implied warranty or merchantability or fitness for a particular purpose, and the seller neither assumes no connection with the sale of this item/items.

MAIL PAYMENT TO: Bergey's

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CUSTOMER COPY

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PHONE NO.	CELL PHONE NO.	WORK PHONE NO.	PURCHASE ORDER NO.	DATE	INVOICE NO.
9				06/14/2011	RD107935C
YEAR	MAKE	MODEL	LICENSE NO.-STATE	COLOR	VEHICLE SERIAL NUMBER
2009	FORD	ESCAPE	FHK2906	RED/FIRE	1FMCU94G59K
94015 - CASH Del. date: 12/20/2008					
			MILEAGE IN	SEMI-ANNUAL	VEHICLE NO.
			25,143	1940	A216
			MILEAGE OUT	PARKING SPOT OUT	DUE DATE
			25,158		06/14/11

AMBLER, PA

TOTALS:

.....Total LABOR 12.95
.....Total PARTS 18.75
.....Sales Tax 1.49

Total invoice: 33.19

Customer Signature

2	2	GREASE/LUBE, OIL CHANGE	-2.26
2	2	GREASE/LUBE, OIL CHANGE	-2.28
2	2	GREASE/LUBE, OIL CHANGE	-2.26

Please pay this amount: 26.39

***** YOU MAY RECEIVE A SURVEY FROM FORD. IF FOR ANY *****
REASON YOU CANNOT RATE OUR SERVICE
COMPLETELY SATISFIED, CONTACT US. A RATING OF
COMPLETELY SATISFIED DOESN'T MEAN WE ARE
PERFECT, BUT WE DID OUR JOB WELL. THANK YOU.
BERGEY'S FORD SERVICE TEAM.

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

MAIL PAYMENT TO: Bergey's Inc. • 462 Harleysville Pike • South

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CASE ID:
Page 2 of 2



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TOLL FREE: 1-800-734-2100

HOME PHONE NO.	CELL PHONE NO.	WORK PHONE NO.	ADDRESS	CITY/STATE/ZIP	DATE	INVOICE NO.
					06/29/2011	RD108208C
YEAR	MAKE	MODEL	LICENSE NO. - STATE	COLOR	VEHICLE SERIAL NUMBER	
2009	FORD	ESCAPE	FHK2906	RED/FIRE	1FMCU94G591	
94015 - CASH Del. date: 12/20/2008						
			MSRP	SEV/ADVSR	VEHICLE #01	
			25,200	1820	A216	
			MESSAGE OUT	PARKING SPEC. FEE	DATE	
			25,381			

AMBLER, PA

*** Repair order date: 06/17/2011

Job# 1

LABOR:

Concern: CUSTOMER REQUEST; CHECK ENGINE LIGHT ON, P2135
Correction: VERIFIED CONCERN, CONTACT FORD HOTLINE AND WAS
ADVISED TO REPLACE ACCELERATOR PEDAL ASSEMBLY.
REPLACED PEDAL ASSEMBLY AND ROAD TESTED
EXTRA TIME NEEDED TO REPAIR VEHICLE

N/C

PARTS: Qty Part number
1 FO9L8Z9F836A

Description List price Net
PEDAL

N/C

TOTALS:

Please stop in at Bergeys again.

Customer Signature

***** YOU MAY RECEIVE A SURVEY FROM FORD. IF FOR ANY *****
REASON YOU CANNOT RATE OUR SERVICE
COMPLETELY SATISFIED, CONTACT US. A RATING OF
COMPLETELY SATISFIED DOESN'T MEAN WE ARE
PERFECT, BUT WE DID OUR JOB WELL. THANK YOU.
BERGEY'S FORD SERVICE TEAM.

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby
including any implied warranty or merchantability or fitness for a particular purpose, and the seller neither ass
connection with the sale of this item/items.

MAIL PAYMENT TO: B

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EXHIBIT
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2009 FORD ESCAPE			PHK2906	REDTIRE	1FMCU94G59H	08/04/2010	RD100414C	
94015 - CASH Del. date: 12/20/2008								
21,480							1827	A216
21,483								08/04/10

*** Repair order date: 07/29/2010

Job# 1

LABOR:

Concern: CUSTOMER REQUEST; CHECK WRENCH LIGHT IS ON.
Correction: VERIFIED CONCERN, PERFORMED ENGINE DIAGNOSIS.

P2135. TSS 09-23-05 DOES NOT APPLY. PERFORMED
PINPOINT TEST. DV DV1 DV12. CHECK OHMS PINS 3-5
AND 6-4 SHOWN OPEN. PER PCED. REMOVE AND
REPLACED ETB, CLEAR CODES AND RECHECKED OPERATION
NOT VERIFIED.
EEC QUICK TEST
PIN POINT TEST
FINAL ROAD TEST
REMOVE AND REPLACE THROTTLE BODY A/I

PARTS:Qty Part number
1 FO9L8Z9E926A
1 FO9L8Z9E936A

Description List price Net
THROTTLE BODY
GASKET

N/C
N/C
N/C
N/C

TOTALS:

Please stop in at Bergeys again.

Customer Signature

***** YOU MAY RECEIVE A SURVEY FROM FORD. IF FOR ANY *****
REASON YOU CANNOT RATE OUR SERVICE
COMPLETELY SATISFIED, CONTACT US. A RATING OF
COMPLETELY SATISFIED DOESN'T MEAN WE ARE
PERFECT, BUT WE DID OUR JOB WELL. THANK YOU.
BERGEY'S FORD SERVICE TEAM.

The factory warranty constitutes all of the warranties with respect to the sale of this item. The seller hereby expressly
including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor
connection with the sale of this item.

REMIT PAYMENT TO: Bergey's





THOMAS B. TALBOT, JR.
JOHN T. QUICKER (RETIRED)

TALBOT AND DUCKER
ATTORNEYS AT LAW
P.O. Box 384
WRIGHT BROS. STATION
DAYTON, OHIO 45409
TELEPHONE 937/224-1006
FACSIMILE 937/224-1009
EMAIL: Talbotjr@aol.com

10 MAY 26 P2:29
OFFICE LOCATION:
SUITE 830
130 W. SECOND ST.
DAYTON, OHIO 45402

642P

May 24, 2010

VIA CERTIFIED MAIL
7005 1160 0002 2109 4491

The Ford Motor Company
Customer Relations Center
P. O. Box 6248
Dearborn, Michigan 48126

In re: 2010 Ford Escape
Vin: 1FMCU0DG6AK [REDACTED]

Ladies and Gentlemen:

Late last fall, we bought the captioned vehicle at Planet Ford which is now out of business. At the same time, we bought a Ford Focus at the same dealership. This letter, however, refers to the Ford Escape.

Although we are pleased with the car generally, there have been five (5) separate incidents which we believe point to a potentially dangerous situation. On three separate occasions (last night most recently), as we have started the car while in Park, the car has immediately revved higher than at the normal idle speed, and very roughly with a loud chugging noise. At the same time, on each occasion, the "wrench" light came on. After we turned the ignition off, on each occasion, it was more difficult to start, but ultimately started normally.

On two separate occasions, while driving on the Interstate in Drive, the car has suddenly lost power completely. The engine did not quit, but the accelerator had no effect. On both occasions, the "wrench" light came on. On both occasions we were able to steer the car to the shoulder and turn off the ignition. The car then re-started normally.

The Ford Motor Company
Customer Relations Center
May 24, 2010
Page 2

We of course do not know if these problems are related, but we know they must be addressed. They are clear signs that there is something wrong with the car, and it is potentially dangerous. We have taken the car to Beau Townsend Ford, a local dealership which we believe has a good reputation.

I write this letter at this time in light of the Toyota misfortunes. I want it on record that we are having difficulty with this automobile. We do not feel that we can take it out on the road without some significant risk.

Very truly yours,

TBT,JR:gf
cc: United States Department of Transportation





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: Monday, May 14, 2012 10:14 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: chrfs@icford.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: Tri-County Ford
Requesting Dealer Fleet: TRI COUNTY FORD

5/15/2012

PA Code: 02533

Contact Person: CHRIS PICKENS

Title: PARTS & SERVICE DIRECTOR

Phone Number: 903-887-2121

Fax Number: 903-887-2920

Email: chris@icford.com

Region: SELECT

Address: 108 W MASON

City: MABANK

State: Texas

Zip Code: 75147

CUSTOMER VEHICLE INFORMATION:

WSD: 07/23/2009

Vehicle Year: 2010

Vehicle Model: FUSION

Vehicle VIN: 3FAHP0JG2A

Mileage: 69324

Customer Fleet Name:

Street Address:

City: MABANK

State: Texas

Zip Code:

Home Phone:

Work Phone:

Customer Region: SELECT
DETAILS OF INCIDENT:

Accident

Date of Incident: 2012-05-12

County incident occurred: VAN ZANDT

Is customer alleging a component defect CAUSED the incident? YES

Details: CUSTOMER SAVS VEHICLE SURGED FULL THROTTLE AND RAN THROUGH GARAGE WALL

Was a police report filed? NO

Details:

Has the insurance company been contacted? YES

Insurance company advised: HAVE NOT CONTACTED CUSTOMER BACK

Insurance company contact information: FARM BUREAU, 903-887-1795

Coach builder: NO

City:

State:

Zip Code:

Vehicle Location: CURRENTLY AT DEALERSHIP

Attorney information:

CVO Contact:

Resolution Customer is seeking: CUSTOMER FEELS CAR IS DANGEROUS AND WANT CAR REPAIRED

Comments: WE INSTALLED NEW EVAPORITIVE CANISTER AND PURGE VALVE ON 5/7/12 AT 68,475 MILES FOR CHECK ENGINE LIGHT ON AND ENGINE DIEING WHILE DRIVING AS PER TSB 11-11-28.

5/15/2012

Copyright 2012 Ford Motor Company

5/15/2012





**Service of Process
Transmittal**

11/17/2010

TO: Chris Dzbancki
Ford Motor Company
WHQ 433-EJ, One American Road
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], Plt. vs. Ford Motor Company, et al., Df's.

DOCUMENT(S) SERVED:

Summons, Complaint, Cover Sheet, Cover Sheet Addendum and Statement, Notice, Instructions, Attachment(s)

COURT/AGENCY:

Los Angeles County Superior Court, CA
Case [REDACTED]

NATURE OF ACTION:

Product Liability Litigation - Breach of Warranty - Repeated failure of the engine and transmission systems - 2010 Ford Fusion, vehicle identification number 3FAHP0HA7AR [REDACTED]

ON WHOM PROCESS WAS SERVED:

C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE:

By Process Server on 11/17/2010 at 14:35

APPEARANCE OR ANSWER DUE:

Within 30 days after service

ATTORNEY(S) / SENDER(S):

William R. McGee
Law Offices of William R. McGee
16855 W. Bernardo Drive
Suite 380
San Diego, CA 92127
858-485-9332

REMARKS:

Please note that page 2 of the Cover Sheet was not received with documents at time of service.

ACTION ITEMS:

SOP Papers with Transmittal, via Fed Ex Priority Overnight, 796463611472
Image SOP
Email Notification, Chris Dzbancki CDZBANSK@FORD.COM

SIGNED:

PER:

ADDRESS:

TELEPHONE:

C T Corporation System
Nancy Flores
818 West Seventh Street
Los Angeles, CA 90017
213-337-4615

11/17/10
55

SUMMONS
(CITACION JUDICIAL)
NOTICE TO DEFENDANT: FORD MOTOR COMPANY and DOES, 1
(AVISO AL DEMANDADO): through 10, INCLUSIVE

SUM-100
FOR OFFICIAL USE ONLY
OF ORIGINAL FILED
Los Angeles Superior Court

NOV 15 2010

John A. Gierke, Executive Officer/Clerk
By: Amber L. Leitch-Canton Deputy
LETICIA LEITCH-CANTON

YOU ARE BEING SUED BY PLAINTIFF
(LO ESTA 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). 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.legalaidinfo.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. (AVISO!) Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. La información a continuación.

There 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 demandado. Una carta o llamada telefónica no lo protegerá. Su respuesta por escrito tiene que estar en forma legal adecuada. Si no sabe cómo hacerlo, puede encontrar estos papeles sin fines de lucro en el sitio web de California Legal Services (www.legalaidinfo.org), en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar los costos exorbitantes 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 desarchivar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF LOS ANGELES COUNTY
111 N. HILL STREET
LOS ANGELES, CA 90012

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):
WILLIAM R. MCGEE
LAW OFFICES OF WILLIAM R. MCGEE
16855 W. BERNARDO DRIVE, STE. 380
SAN DIEGO, CA 92127
(658) 485-9332

DATE: _____
(Fecha) _____
Clerk, by: AMBER L. LEITCH-CANTON Deputy
(Secretario) _____
(For proof of service of this summons, Use Proof of Service of Summons (Form POS-010).)
(Para prueba de entrega de esta citación use el Formulario Proof of Service of Summons, (POS-010).)

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 416.80 (minor)
☐ CCP 416.20 (defendant corporation) ☐ CCP 416.70 (consentee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
4. ☐ other (specify): _____
by personal delivery on (date): _____



File by Fax

John A. Clarke, Executive Officer/Clerk
By A. E. LaFleur-Crayton, Deputy

Case Number: [REDACTED]
Judge: [REDACTED]
Dept: [REDACTED]

1. Check one box below for the case type that best describes this case

<input type="checkbox"/> Auto Tort	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Provisionally Complex Civil Litigation (Cal., Rules of Court, rules 3,400-3,403)
<input type="checkbox"/> Auto (22)	<input checked="" type="checkbox"/> Breach of contract/warranty (26)	
<input type="checkbox"/> Uninjured plaintiff (46)	<input type="checkbox"/> Rule 3,740 collections (29)	
<input type="checkbox"/> Other PIP/DMD (Personal Injury/Property Damage/Fault) Death Tort	<input type="checkbox"/> Other collections (29)	
<input type="checkbox"/> Actuals (34)	<input type="checkbox"/> Insurance coverage (18)	
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Other contract (37)	
<input type="checkbox"/> Medical malpractice (45)	<input type="checkbox"/> Real Property	
<input type="checkbox"/> Other PIP/DMD (29)	<input type="checkbox"/> Eminent domain/inverse condemnation (14)	
<input type="checkbox"/> Non-PIP/DMD (Other) Tort	<input type="checkbox"/> Wrongful eviction (33)	
<input type="checkbox"/> Business tort/unfair business practice (37)	<input type="checkbox"/> Other real property (26)	
<input type="checkbox"/> Civil Rights (38)	<input type="checkbox"/> Unlawful Detainer	
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Commercial (31)	
<input type="checkbox"/> Fraud (18)	<input type="checkbox"/> Residential (32)	
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Drugs (38)	
<input type="checkbox"/> Professional negligence (25)	<input type="checkbox"/> Judicial Review	
<input type="checkbox"/> Other non-PIP/DMD tort (35)	<input type="checkbox"/> Asset forfeiture (35)	
<input type="checkbox"/> Employment	<input type="checkbox"/> Petition re: activation award (11)	
<input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Writ of mandamus (32)	
<input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Other judicial review (36)	

<input type="checkbox"/> Enforcement of Judgment	<input type="checkbox"/> Provisionally Complex Civil Litigation (Cal., Rules of Court, rules 3,400-3,403)
<input type="checkbox"/> Enforcement of judgment (20)	<input type="checkbox"/> Antitrust/Traffic regulation (35)
<input type="checkbox"/> Miscellaneous Civil Complaint	<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> RICO (27)	<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Other complaint (<i>not specified above</i>) (42)	<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Miscellaneous Civil Petition	<input type="checkbox"/> Environmental/toxic tort (30)
<input type="checkbox"/> Partnership and corporate governance (21)	<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex cause types (41)
<input type="checkbox"/> Other petition (<i>not specified above</i>) (43)	

2. This case ☒ is ☐ is not a complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses

b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary, declaratory or injunctive relief c. ☒ punitive


4. Number of causes of action (specify): ONE

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-045.)

Date: NOVEMBER 14, 2010

FORBORN T. HOROWITZ, S.B.N. 216617



SEAL OF THE JUDICIAL BRANCH OF THE STATE OF CALIFORNIA

- Plaintiff must file this cover sheet 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.

Form Adopted by Mandatory Use
Judicial Council of California
2004 and 2005 Judicial Branch

CIVIL CASE COVER SHEET

Solutions

[Legal] Cal. Rules of Court, rules 2.80, 3.420, 3.400-3.403, 3.70
Cal. Standards of Judicial Administration, sec. 3

CIVIL CASE COVER SHEET

1997-1998, and 1999-2000.

De Plus

File by Fax

SHORT TITLE
and DOES, 1 through 10, inclusive

V. FORD MOTOR COMPANY

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: 3-4 ☐ HOURS ☒ DAYSItem 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.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item II; 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.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/contaminants)	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) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6020 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.
Non-Personal Injury/Property Damage/Wrongful Death Tort		
Other Personal Injury/Property Damage/Wrongful Death Tort		

File by Fax

SHORT TITLE		V. FORD MOTOR COMPANY		CASE NUMBER
and DOES, 1 through 10, inclusive				
A CIVIL CASE COVER Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above		
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6080 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.		
Other (25)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage Tort	2., 3.		
Wrongful Termination (35)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.		
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.		
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6006 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.		
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 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 <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6050 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 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 to Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.		

Judicial Review Unlawful Detainer

Real Property

Contract

Employment

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

SHORT TITLE COMPANY and DOES, 1 through 10, inclusive		V. FORD MOTOR		CASE NUMBER
<div style="display: flex; justify-content: space-between;"> <div> A Civil Case Cover Sheet Category No. </div> <div> B Type of Action (Check only one) </div> <div> C Applicable Reasons See Step 3 Above </div> </div>				
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 (25)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8.		
Trade 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, 8. 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 checked="" type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8. 2, 8. 1, 2, 8. 1, 2, 9.		
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, 8. 2, 3, 9. 2. 2, 7. 2, 3, 4, 8. 2, 9.		

LACIV 109 (Rev. 01/07)
LASC Approved 03-04CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATIONLASC, rule 2.0
Page 3 of 4

SHORT TITLE COMPANY and DOES, 1 through 10, inclusive	V. FORD MOTOR	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.	15505 ROSCOE BLVD	
CITY NORTH HILLS	STATE CA	ZIP CODE 91343

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 courthouse in the CENTRAL District of the Los Angeles Superior Court.

Dated: NOVEMBER 14, 2010

(SIGNATURE OF ATTORNEY/PLAINTIFF)
DEBORAH L. BOROWITZ, ESQ.

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 108 (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-925, 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.

CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

NOV 15 2010

LAW OFFICES OF WILLIAM R. MCGEE
William R. McGee State Bar No. 122153
Deborah L. Horowitz, State Bar No. 216607
16856 West Bernardo Drive, Su. 380
San Diego, California 92127
Telephone: (858) 485-8332
Facsimile: (858) 485-9753

John A. Clark, Executive Officer/Clerk
By Metairie Gratton Deputy

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES
CENTRAL JUDICIAL DISTRICT

Case No. [REDACTED]

Plaintiff,

COMPLAINT FOR RESTITUTION AND
DAMAGES

v.

VIOLATION OF THE SONG-BEVERLY
CONSUMER WARRANTY ACT

FORD MOTOR COMPANY, and DOES 1
through 10, inclusive,

Defendants.

Plaintiff [REDACTED] alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is informed and believes, and thereon alleges, that at all times herein
defendant FORD MOTOR COMPANY is and was a corporation and registered to do
business in the State of California and doing business in the County of Los Angeles.

2. The true names and capacities of Does 1 through 10, inclusive, are not
known to plaintiff at this time and therefore plaintiff sues those defendants by such fictitious
names. Plaintiff will amend this complaint to allege the true names and capacities of such
defendants when they are ascertained.

///
///

File by Fax

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other, all defendants acted at all times mentioned in this complaint within the course and scope of their respective authority and with the full knowledge and consent of the other defendants. Furthermore, plaintiff is informed and believes and thereon alleges that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about February 10, 2010, plaintiff purchased a brand new 2010 Ford Fusion, vehicle identification number: 3FAHP0H47AF [REDACTED]

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned vehicle constitutes a "New motor vehicle."

6. Plaintiff is a "buyer" of consumer goods under the Act.

7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

8. Defendant FORD MOTOR COMPANY provided plaintiff with an "express warranty" under the Act.

9. The sale of the aforementioned vehicle to plaintiff was accompanied by an implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to plaintiff was also accompanied by defendant FORD MOTOR COMPANY's implied warranty of fitness.

10. The subject vehicle suffers from serious defects and non-conformities to warranty which involve the repeated failure of the engine and transmission systems. The foregoing defects and non-conformities to warranty manifested themselves within the applicable express warranty period.

///

COMPLAINT FOR RESTITUTION AND DAMAGES

11. Plaintiff delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned non-conformities on numerous occasions.

12. Defendant has been unable and/or has refused to conform plaintiff's vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned non-conformities substantially impair the use, value and/or safety of the subject vehicle to plaintiff.

13. Notwithstanding plaintiff's entitlement, defendant has failed to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiff prior to discovery of the non-conformities.

17. Plaintiff is entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

///

COMPLAINT FOR RESTITUTION AND DAMAGES

WHEREFORE, plaintiff prays for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;
2. For actual compensatory and general damages according to proof at time of trial;
3. That such actual, compensatory and general damages be doubled and awarded to plaintiff as a civil penalty;
4. Prejudgment interest from date of rescission;
5. For attorney's fees incurred herein according to proof;
6. For costs of suit incurred herein; and
7. For such other and further relief as the Court deems just and proper.

DATED: November 14, 2010

LAW OFFICES OF WILLIAM R. MCGEE
Attorneys for Plaintiff

By: 

DEBORAH E. HOROWITZ

COMPLAINT FOR RESTITUTION AND DAMAGES

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(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Elihu M. Berle	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Levin	13	630	Hon. Debra Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Conrad Aragon	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard E. Rice	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeserman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. John P. Shook	53	513
Hon. Zaven V. Siranian	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. Jane L. Johnson TBA	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
X Hon. John A. Kronstadt	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. Shigian	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

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]
For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral," an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1776.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1120, 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, 10-141.31, California Rules of Court, rules 3.810-3.820, 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.

Antioch	42211 4th St. West	Norco	Landaster, CA 93534	(661) 974-7275	(661) 974-7080
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818) 576-8566	(818) 576-8587
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(818) 388-3072	(310) 223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91205	(818) 500-3160	(818) 545-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562) 481-6272	(562) 437-3902
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562) 857-7748	(562) 462-5019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626) 356-6585	(626) 686-1714
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909) 859-3183	(909) 828-6283
San Pedro	605 S. Centre	209	San Pedro, CA 90731	(310) 519-6451	(310) 514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90404	(310) 259-1629	(310) 376-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213) 974-5426	(213) 633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310) 222-1701	(310) 762-7325
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818) 724-2337	(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.

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/17/2010 CLOSED	CLP - IN - BUYBACK STATE IL	3FAHP0HA7AR 546181040	2010 FUSION	09
8/24/2010 CLOSED	CLP - IN - BUYBACK STATE IL	3FAHP0HA7AR 546181040	2010 FUSION	09
8/18/2010 CLOSED	CLP - CRC SUPPORTS FIELD'S DECISION	3FAHP0HA7AR 546181040	2010 FUSION	01
5/14/2010 CLOSED	CRC RELATED - SUPERVISOR REQUEST SUBMITTED	3FAHP0HA7AR 546181040	2010 FUSION	01
5/13/2010 CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	3FAHP0HA7AR 546181040	2010 FUSION	04
5/12/2010 CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0HA7AR 546181040	2010 FUSION	01
5/11/2010 CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0HA7AR 546181040	2010 FUSION	01
5/7/2010 CLOSED	ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	3FAHP0HA7AR 546181040	2010 FUSION	01
5/6/2010 CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0HA7AR 546181040	2010 FUSION	01
5/6/2010 CLOSED	CLP - IN - BUYBACK - MULTIPLE REPAIRS	3FAHP0HA7AR 546181040	2010 FUSION	04
4/27/2010 CLOSED	CLP - IN - BUYBACK - PARTS DELAY	3FAHP0HA7AR 546181040	2010 FUSION	04
4/22/2010 CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0HA7AR 546181040	2010 FUSION	01
4/14/2010 CLOSED	WARRANTY - REPAIR MUST BE PERFORMED AT FILM	3FAHP0HA7AR 546181040	2010 FUSION	01

Ford Confidential

11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0H7AF [REDACTED]
Name: [REDACTED]
Year: 2010
Model: FUSION
Case: 546181040
Symptom Desc: WINDNOISE UNKNOWN
Owner Status: Original
WSD: 2010-02-09
Reason Desc: CLP - IN - BUYBACK STATE LL
Primary Phone: [REDACTED]
Issue Type: 09 BUYBACK STATE LL
Secondary Phone: [REDACTED]
Issue Status: CLOSED

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 05536 GALPIN FORD
Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 5000 MI
Comm Type: PHONE

Analyst Name: DAUNT CHRIS
Analyst: C-DAUNT

Action Date: 09/17/2010
Action Time: 20:00:39 609
Action Data: No

Comments THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURCHASE/REPLACEMENT UNDER THE CALIFORNIA STATE

Action: MOVE CASE TO CCST FOR HANDLING

Dealer: 05536 GALPIN FORD
Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 5000 MI
Comm Type: PHONE

Analyst Name: DAUNT CHRIS
Analyst: C-DAUNT

Action Date: 09/17/2010
Action Time: 20:00:39 793
Action Data: No

Comments THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURCHASE/REPLACEMENT UNDER THE CALIFORNIA STATE

Action: RECEIPT OF CUSTOMER LETTER RETURNED

Dealer: 05536 GALPIN FORD
Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 5000 MI
Comm Type: PHONE

Analyst Name: DAUNT CHRIS
Analyst: C-DAUNT

Action Date: 09/17/2010
Action Time: 20:00:39 802
Action Data: No

Comments THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURCHASE/REPLACEMENT UNDER THE CALIFORNIA STATE

Ford Confidential

11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0HA7AR [REDACTED] Year: 2010 Model: FUSION Case: 546181040
 Name: [REDACTED] Owner Status: Original WSD: 2010-02-09
 Symptom Desc: ENG SPEED-UP SUDDEN ACCELERATION Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - BUYBACK STATE LL Secondary Phone: [REDACTED]
 Issue Type: 09 BUYBACK STATE LL Issue Status: CLOSED

Action: RAV EVALUATION Origin Desc: US CONCERN CASE BASE
 Dealer: 05536 GALPIN FORD
 Odometer: 5000 MI Comm Type: PHONE
 Analyst Name: LOPEZ (SLOPEZ63), SHAKYRA Analyst: SLOPEZ63
 Action Date: 08/04/2010 Action Time: 16:44:38.707 Action Data: No

Comments: CUSTOMER SAID: "*****SPANISH CAL *****1, VEH ACCELERATES BY IT SELF WHEN VEH IS ON PARK.2 THE RECLINING HANDLE ON THE DRIVER SEAT COMES OFF-NOTICED CONCERN WHEN VEH WAS ABOUT 2 TO 3K MILES-VEH TO DLRSHP 3 TIMES FOR THE SAME ISSUE. CUST STATES THAT HER VEH FALLS INTO THE LEMON LAW BECAUSE THE VEH HAS BEEN AT DLRSHP 3 TIMES FOR THE SAME ISSUE AND/OR 30 DAYS OUT OF SERVICE -VEH LAST TIME AT DLRSHP 2 MONTHS AGO CUST TALKED TO MELISSA BACK IN MAY 2010 BUT CUST NEVER ASKED FOR A BUYBACK NOR MENTIONED THE LEMON LAW-CUST WILL BRING THE VEH BACK TO DLRSHP TOMORROW FOR DIAG-CUST SEEKING TO EXERIOSE THE LEMON LAWDEALER SAID: -GALPIN FORD15506 ROSCOE BOULEVARNORTH HILLS, CA 91343TEL: (818) 787-3800CRC 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 GUIDELINES FOR REPLACEMENT OR REPURCHASE UNDER THE LEMON LAW. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER CARE SPECIALIST WITHIN 5 BUSINESS DAYS TO ASSIST YOU FURTHER WITH YOUR REPAIR NEEDS. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT OR REPURCHASE, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 10 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE FURTHER INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION THAT WILL BE NEEDED IN ORDER TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU HAVE NOT RECEIVED A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST. -BEST DAYTIME NUMBER [REDACTED] 10CELL OR MR. [REDACTED] CELL-CUST DOES NOT WANT CCST MELISSA CRUZ TO HANDLE THE CASE-CUST REQUESTED A SPANISH SPEAKER AGENT-ADVISED CUST OF WWW.FORDOWNER.COM

Action: REQUEST RO FROM SERVICE MANAGER Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION
 Dealer: 05536 GALPIN FORD PROGRAM
 Odometer: 5000 MI Comm Type: OTHER
 Analyst Name: KENDALL, ROBERT Analyst: RKENDAL5
 Action Date: 08/05/2010 Action Time: 14:54:50.014 Action Data: No

Comments: DRS, BOB-CALL DEALER AND EFAX DEALER REPORT

Action: ESCALATE REQUEST FOR RO TO TL Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION
 Dealer: 05536 GALPIN FORD PROGRAM
 Odometer: 5000 MI Comm Type: OTHER
 Analyst Name: KENDALL, ROBERT Analyst: RKENDAL5
 Action Date: 08/10/2010 Action Time: 12:12:35.393 Action Data: No

11/30/2010

Comments - DRS, BOB-EMAILED DRP MANAGEMENT

Action: BB-OBC TO DEALERSHIP
Dealer: 05536 GALPIN FORD
Odometer: 5000 MI
Analyst Name: STONE (TSTONE26), TERRIE
Action Date: 08/11/2010

Origin Desc: CONSUMER AFFAIRS - SMALL CLAIM
Comm Type: OTHER
Analyst: TSTONE26
Action Time: 15:46:35.477
Action Data: No

Comments: OBC TO CENTRAL FORD AND SPOKE WITH SM MIKE ZERMENO. HE ADVISED THAT FSE JOE BONNA TEST DROVE THE VEHICLE WITH THE DEALERSHIP AND COULD NOT DUPLICATE ANY OF THE CONSUMERS CONCERNS. HE ALSO ADVISED HE WOULD HAVE THE REPORT AND REPAIR ORDERS SUBMITTED BY TOMORROW A.M.

Action: RECEIVED RO FROM SERVICE MANAGER
Dealer: 05536 GALPIN FORD
Odometer: 5000 MI
Analyst Name: KENDALL, ROBERT
Action Date: 08/13/2010

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Comm Type: OTHER
Analyst: RKENDAL5
Action Time: 14:10:28.041
Action Data: Yes

Comments: DRS, BOB-RECEIVED DEALER REPORTS

Data Element Name	Data Value
DATE RECEIVED:	08-13-2010

Action: MOVE CASE TO CCST FOR HANDLING
Dealer: 05536 GALPIN FORD
Odometer: 5000 MI
Analyst Name: KENDALL, ROBERT
Action Date: 08/13/2010

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Comm Type: OTHER
Analyst: RKENDAL5
Action Time: 14:26:26.380
Action Data: No

Comments: DRS, BOB-FMC WILL NOT BE MEETING THE REQUEST FOR RAV. MOVED TO CCST FOR FURTHER ASSISTANCE-EMAILED RES-SUBMITTED RAV FOR HANDLING

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT
Dealer: 05536 GALPIN FORD
Odometer: 5000 MI
Analyst Name: ANTONICH, MATT
Action Date: 08/18/2010

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES
Comm Type: OUTBOUND MAIL-OTHER
Analyst: M-ANTONS
Action Time: 11:35:58.135
Action Data: No

Comments DO NOT QUALIFY LETTER SENT 8/18/10 VIA FEDEX# 404511531592

11/30/2010

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 06536 GALPIN FORD
Odometer: 5000 MI
Analyst Name: CRUZ, MELISSA
Action Date: 08/23/2010
Comm Type: PHONE
Analyst: MCRUZ54
Action Time: 14:36:02.555
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Comments CSM MELISSA, X 7770 - OBC TO CUST @ [REDACTED] - NO ANSWER, WENT DIRECTLY TO VM - LM
WITH MY CONTACT INFO ADV I WILL FUI TUES. 8/24

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-24-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 06536 GALPIN FORD
Odometer: 5000 MI
Analyst Name: CRUZ, MELISSA
Action Date: 08/24/2010
Comm Type: PHONE
Analyst: MCRUZ54
Action Time: 17:23:43.608
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments CSM MELISSA, X 7770 - OBC TO CUST @ [REDACTED] WAS ABLE TO REACH - ADV CUST A DECISION HAS BEEN REACHED AND FMC WILL NOT BE REPLACING OR BUYING BACK HER VEH - CUST STATES SHE RECEIVED A LETTER IN THE MAIL BEING ADVISED OF THIS - ADVISED SHE WILL BE PURSUING LEGAL COUNSEL - NO FURTHER ACTION REQUIRED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	92
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0HA7AF [REDACTED] Year: 2010
Name: MRS MARGARITA F TENORIO Owner Status: Original
Symptom Desc: Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION
Issue Type: 01 INQUIRY Issue Status: CLOSED
Model: FUSION Case: 546181040
WSD: 2010-02-09
Primary Phone: 323-972-7941
Secondary Phone: 323-972-7941

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

Dealer: 05636 GALPIN FORD

Odometer: 2400 MI

Analyst Name: DEL RIO (MDELRI06),MILAGRO

Action Date: 05/13/2010

Comm Type: PHONE

Analyst: MDELRI06

Action Time: 19:03:42.451 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: CW [REDACTED] O. DAUGHTER-SEE HISTORICAL-CUST IS SEEKING TO SPEAK WITH A SUPERVISOR ABOUT HER CASE-UNHAPPY WITH RESOLUTION AS PROVIDED BY CCST MELISSA CRUZDEALER SAID: GALPIN FORDCRC 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 FEEDBACKNOTE TO CSR: SUPPORT THE DLR, REGION, DECISION.-CCR ADVISED CUST OF THE ABOVE.-CCR ADVISED CUST WOULD PROVIDE HER WITH A SUPERVISOR AS PER HER REQUEST.

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

Dealer: 00002 CENTRAL FORD

Odometer: 5000 MI

Analyst Name: DEL RIO (MDELRI06),MILAGRO

Action Date: 08/18/2010

Comm Type: PHONE

Analyst: MDELRI06

Action Time: 19:02:20.370 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: SPANISH CALL-SEE HISTORICAL DATED 8/18/10-CUST SAYS HASN'T BEEN CALLED BACK FROM CCSTCRC 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 ACCORDING TO SYSTEM A LETTER HAD BEEN MAILED OUT TODAY VIA FEDEX AND IT SHOULD PROVIDE HER ADVISE AS TO NEXT STEPS REGARDING HER REQUEST FOR RAV.

Ford Confidential

11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0H7AF [REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: [REDACTED]
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED
Issue Type: 01 INQUIRY Issue Status: CLOSED
Model: FUSION Case: 548181040
WSD: 2010-02-09
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: SUPERVISOR REQUEST CALL BACK
Dealer: [REDACTED]
Odometer: 2400 MI
Analyst Name: DEL RIO (MDELRI06).MILAGRO
Action Date: 05/13/2010
Comm Type: PHONE
Analyst: MDELRI06
Action Time: 19:06:10.688
Origin Desc: MANUAL - PHONE CSR
Action Data: Yes

Caller Information if Different From Vehicle Owner:
First Name [REDACTED] Middle Initial [REDACTED] Last Name [REDACTED] Day Phone [REDACTED] Relationship [REDACTED]
CHILD

Comments CUSTOMER SAID, SEEKING TO SPEAK WITH A SPANISH SPEAKING SUPERVISORDEALER SAID: NONE

Data Element Name Data Value
ASSIGNED TO AARAGON2

Action: SUPERVISOR REQUEST CALL BACK CLOSE
Dealer: [REDACTED]
Odometer: 2066 MI
Analyst Name: NABB (HNABB).HEATHER
Action Date: 05/14/2010
Comm Type: PHONE
Analyst: HNABB
Action Time: 15:06:42.506
Origin Desc: MANUAL - PHONE CSR
Action Data: No
Comments CRC ADVISED * CAS HEATHER SENT AN E-MAIL TO FECKERT TO GIVE SUP CALL TO CCS SUP*
ESCALATION CLOSED *

Ford Confidential

All Action Details for Issue

End

VIN: 3FAHP0HA7AR [REDACTED] Year: 2010 Model: FUSION Case: 546181040
Name: [REDACTED] Owner Status: Original WSD: 2010-02-09
Symptom Desc: BACKFIRES ACCELERATION Primary Phone: [REDACTED]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 05/03/2010

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
Dealer: 05536 GALPIN FORD Comm Type: PHONE Origin Desc: US CONCERN CASE BASE
Odometer: 2000 MI Analyst: MDELRI06
Analyst Name: DEL RIO (MDELRI06), MILAGRO Action Time: 17:54:06.429 Action Data: No
Action Date: 05/03/2010

Comments CUSTOMER SAID: SPANISH CALLER-VEH IS JERKS BACK WHEN IS PUT IN DRIVE-VEH MOTOR IS MAKING A LOUD NOISE-VEH IS CURRENTLY WITH THE CUST-CUST IS SEEKING TO SPEAK WITH CCST REGARDING CASE-LAST TIME THE DLRSHP HAD THE VEH FOR APPROXIMATELY TWO WEEKS-CUST IS NOT HAPPY WITH THE VEHDEALER SAID: GALPIN FORD15605 ROSCOE BOULEVARDNORTH HILLS CA 91343(818) 787-3800CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS-***NOTE TO COR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE. CCR DID NOT DOCUMENT AS A BUYBACK AS CUST DID NOT SAY THAT HOWEVER SHE DID EXPRESS A LACK OF CONFIDENCE IN THE VEH AS A RESULT OF THE REPAIRS THAT HAVE BEEN NECESSARY. COR VARIED CUST CONTACT NUMBER

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2000 MI Comm Type: PHONE
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54
Action Date: 05/04/2010 Action Time: 12:53:00.164 Action Data: No

Comments CCS MELISSA, X 7424 - CASE REVIEW: 2 VEHs ON FILE, LTV SCORE OF 93 - PER GCQIS, REPORT # ADTDM005 - NO ESP ON FILE; ACTIVE MANT PLAN - PER AWS, NO REPAIR HISTORY - OBC TO DLR @ 818-787-3800 - SM ERIC NOT AVAILABLE - LIM WITH MY CONTACT INFO REQUESTING A CALLBACKUPDATE ON CASE

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2066 MI Comm Type: PHONE
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54
Action Date: 05/04/2010 Action Time: 13:22:40.254 Action Data: Yes

Comments OBC TO CUST @ [REDACTED] - WAS ABLE TO REACH - CUST STATES SHE HAS VEH - STATES SHE GOT VEH BACK FROM DLRSHP LAST FRIDAY BUT CONCERN HAS RETURNED - ADVISED CUST IF HER CONCERN HAS RETURNED, THEN SHE NEEDS TO TAKE VEH BACK TO THE DLRSHP - CUST STATES HER HUSBAND WANTS TO LEAVE VEH AT THE DLRSHP AND NO LONGER MAKE PAYMENTS - ADV CUST IT IS UP TO HER AND HUSBAND IF THEY CHOOSE TO NO LONGER MAKE PAYMENTS ON THE VEH BUT THAT THEY WILL BE IMPACTED NEGATIVELY FOR DOING THAT - CUST ASKED DLR TO REPLACE HER VEH AND THEY COULD NOT ASSIST HER - STATES SHE WILL HAVE TO SPEAK TO HER HUSBAND TO SEE IF HE WANTS TO BRING VEH BACK TO THE DLRSHP - STATES HER HUSBAND IS WHO MAKES THE PAYMENTS - ADV CUST I WILL GIVE HER TIME TO DISCUSS THIS WITH HER HUSBAND - ADV I WILL FU THURS, 5/6 - CUST REQUESTED I SPEAK TO HER HUSBAND WHEN I CALL AGAIN

Data Element Name

Data Value

11/30/2010

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

05-06-2010
20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Time: 14.07.46.492
Action Data: Yes

Comments OBC TO CUST @ [REDACTED] - NO ANSWER- WENT DIRECTLY TO VM - LM WITH MY CONTACT INFO-
REP WILL F/U WITH CUST MON. 5/10

Data Element Name

Data Value

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

05-10-2010
20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Time: 18.23.52.796
Action Data: Yes

Comments RECD IBC FROM CUSTOMER [REDACTED] - CUST STATES SHE WILL BE TAKING VEH BACK
TO THE DLRSP - STATES THE CHECK ENGINE LIGHT CAME ON, VEH STALLED/QUIT, AND THERE WAS AN ISSUE
WHEN CHANGING GEARS - CUST STATES THIS IS NOW THE 3RD TIME - STATES SHE'S LOSING TIME IN WORK
BECAUSE OF THESE ISSUES - HUSBAND IS PAYING THE VEH. MIGUEL MENDOZA - HAD VEH PREVIOUSLY AT
LLOYD FORD - STATES SHE NO LONGER WANTS THIS VEH, WANTS IT BOUGHT BACK - ADV CUST WILL REVIEW
HER REQUEST - CUST ASKED ABOUT STOPPING PAYMENTS - ADV CUST SHE MUST CONTINUE TO MAKE
PAYMENTS ON HER VEH UNTIL A DECISION IS REACHED ON HER RAV REQUEST - WILL F/U WITH CUST MON. 5/10
*** SENT E-MAIL TO LLOYD FORD REQUESTING ACCOUNTING COPIES OF REPAIR ORDERS AND ANY INTERNALS
- OBC TO GALPIN FORD @ 818-787-3800 - SIM ERIC NOT AVAILABLE - LM WITH MY CONTACT INFO ON HIS VM
REQUESTING ACCOUNTING COPIES OF REPAIR ORDERS AND INTERNALS

Data Element Name

Data Value

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

05-10-2010
20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Time: 15.56.02.346
Action Data: No

Comments OBC TO GALPIN FORD @ 818-787-3800 - SIM ERIC FOLTZ NOT AVAILABLE - LM ADV OF MY PRIOR
ATTEMPTS TO REACH HIM TO REQUEST ACCOUNTING COPIES OF REPAIR ORDERS AND INTERNALS - AGAIN
PROVIDED MY PHONE # AND FAX AND REQUESTED THAT INFO BE SENT TO ME ASAP *** SENT E-MAIL TO MIKE
ZERMENO @ CENTRAL FORD REQUESTING ACCOUNTING COPIES OF REPAIR ORDERS AND INTERNALS

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Time: 16.07.51.618
Action Data: Yes

11/30/2010

Comments OBC TO GALPIN FORD @ 818-787-3800 - SIM ERIC FOLTZ NOT AVAILABLE - LM ADV OF MY PRIOR ATTEMPTS TO REACH HIM TO REQUEST ACCOUNTING COPIES OF REPAIR ORDERS AND INTERNALS - AGAIN PROVIDED MY PHONE # AND FAX AND REQUESTED THAT INFO BE SENT TO ME ASAP *** SENT E-MAIL TO MIKE ZERMENO @ CENTRAL FORD REQUESTING ACCOUNTING COPIES OF REPAIR ORDERS AND INTERNALS *** OBC TO CUST @ [REDACTED] - WAS ABLE TO REACH - ADV I AM STILL WAITING ON REPAIR ORDERS FROM BOTH CENTRAL AND GALPIN FORDS - CUST ADVISED SHE WILL FAX ME REPAIR ORDERS - PROVIDED CUST MY FAX #: ADV I WILL FU TUES, 5/11

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-11-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Date: 05/11/2010
Action Time: 19:09:39.033
Action Data: Yes

Comments OBC TO GALPIN FORD @ 818-787-3800 - SIM ERIC FOLTZ NOT AVAILABLE - LM REQUESTING HARD COPIES OF REPAIR ORDERS AS I DIDNT RECEIVE THOSE - WILL NEED TECH TIME IN AND OUT TO CALCULATE TIME DOWN *** FAX WAS SENT TO ME BUT DIDNT HAVE TECH TIME *** OBC TO CUST @ [REDACTED] - WAS ABLE TO REACH - ADVISED CUST I RECEIVED A FAX FROM THE DLR BUT IT WAS NOT THE INFORMATION I REQUESTED - ADV I CALLED HIM BACK AND AM HOPING TO RECEIVE THE INFO SOON - APOLOGIZED TO CUST FOR NOT HAVING AN ANSWER FOR HER TODAY - WILL FU WEDS, 5/12

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-12-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Date: 05/12/2010
Action Time: 17:48:12.396
Action Data: No

Comments OBC TO TINA IN GALPIN FORD @ 818-778-3033 - TRANSFERRED ME TO SIM ERIC FOLTZ - REQUESTED HARD COPIES OF REPAIR ORDERS - ERIC ADVISED HE HAD JUST ONE - PROVIDED MY FAX # AND REQUESTED THAT HE FAX IT OVER ASAP

Action: DOCUMENT ADDITIONAL INFORMATION
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Date: 05/12/2010
Action Time: 19:20:50.074
Action Data: No

Comments OBC TO 323-707-2644 (CELL FOR MIKE ZERMENO - SIM - CENTRAL FORD, FORMERLY LLOVIO FORD) - ADVISED HE WILL FAX ME THE REPAIR ORDERS TOMORROW

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Dealer: 05536 GALPIN FORD
Odometer: 2066 MI
Comm Type: PHONE
Analyst Name: CRUZ, MELISSA
Analyst: MCRUZ54
Action Date: 05/12/2010
Action Time: 19:50:47.421
Action Data: Yes

11/30/2010

Comments OBC TO CUST @ [REDACTED] - WAS ABLE TO REACH - ADVISED CUST I DO NOT HAVE AN ANSWER REGARDING HER REQUEST AS I AM STILL WAITING ON THE PAPERWORK FROM THE DLR - ADVISED I SHOULD BE RECEIVING THE PAPERWORK SHORTLY - WILL FUI WITH CUST THURS. 5/13

Data Element Name

Data Value

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

05-13-2010
20:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05536 GALPIN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2066 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 05/13/2010

Action Time: 17:49:53.927 Action Data: No

Comments RECD REPAIR ORDERS FROM GALPIN FORD. VEH HAS ONLY BEEN DOWN FOR 7 DAYS *** OBC TO [REDACTED] (CELL FOR MIKE ZERMENO - S/M - CENTRAL FORD, FORMERLY LLOYD FORD) - REQUESTED REPAIR ORDERS - ADV HE WILL HAVE THEM SENT OVER TODAY

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05536 GALPIN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2066 MI

Comm Type: INBOUND FAX-OTHER

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 05/13/2010

Action Time: 18:19:19.093 Action Data: No

Comments RECD REPAIR ORDERS FROM MIKE ZERMENO AT CENTRAL FORD (LLOYD FORD). VEH HAS BEEN DOWN FOR 7 DAYS. VEH HAS A TOTAL OF 14 DAYS OUT OF SRV

Action: CONCERN ADDRESSED

Dealer: 05536 GALPIN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 2066 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 05/13/2010

Action Time: 18:33:34.660 Action Data: Yes

Comments OBC TO CUST @ [REDACTED] - WAS ABLE TO REACH - ADVISED CUST I HAVE REVIEWED HER REQUEST AND WILL NOT BE ABLE TO BUY BACK OR REPLACE HER VEH - ADV CUST ID LIKE TO OFFER HER A PRE/CARE ESP FOR 5 YRS/75K MI THAT COVERS OVER 500 COMPONENTS - CUSTOMER PUT HER MOTHER ON THE PHONE. WHOS NAME IS ON THE VEH - CUST ASKED WHAT WILL HAPPEN WITH THE VEH - REITERATED THAT IT WILL NOT BE BOUGHT BACK OR REPAIRED - CUST STATES SHE HAS OTHER PLANS - FEELS IT IS NOT FAIR - FEELS I SHOULD REVIEW HER CASE FURTHER AND MAKE DECISION TO REPLACE HER VEH - CUST ADVISED SHE WILL GO THE LEGAL ROUTE AND CONTACT AN ATTORNEY - CUST REQUESTED TO SPEAK TO A SUPERVISOR - ADV CUST I AM THE REGIONAL REP HANDLING HER CASE AND SHE WILL NOT BE PROVIDED A DIFFERENT RESPONSE - CUST THEN ADVISED SHE WILL CONTACT LEGAL COUNSEL *** CLOSING CASE, PLEASE NOTE THAT CUST DID NOT ACCEPT OR DENY ESP

Data Element Name

Data Value

CUSTOMERS LTV SCORE
PARTS ESCALATION USED? (Y/N)
TECH ASSIST (FSE INVOLVED) USED? (Y/N)
TECH HOTLINE CONSULTED? (Y/N)
ESP USED? (Y/N)

93
N
N
N
N

11/30/2010

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

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11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0H7AR [REDACTED] Year: 2010 Model: FUSION Case: 546181040
Name: [REDACTED] Owner Status: Original WSD: 2010-02-09
Symptom Desc: BUCKLE/CRUISE Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - FIM CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Comm Type: PHONE

Origin Desc: US CONCERN CASE BASE

Odometer: 1 MI

Analyst Name: DEL RIO (MDELRI06) MILAGRO

Analyst: MDELRI06

Action Date: 05/12/2010

Action Time: 17:22:48.609

Action Data: No

Comments CUSTOMER SAID -SPANISH CALLER-SEE HISTORICAL-CUST IS SEEKING UPDATE ON CASE/PAPERWORK RECEIPT CUST SAYS THAT THE POINT OF CONTACT SHE IS DEALING WITH IS TIFFANY SHIPRO -18187873800 AT GALPIN FORD-CUST IS ALSO GOING TO SUBMIT THE PAPERWORK THAT SHE HAS ON RECORD CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED -CCR IMD MELISSA CRUZ, CST WILL BE CONTACTING THE CUST PRIOR TO 4:00 PM-ADVISED CUST OF ABOVE

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11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0HA7AR [REDACTED]
Name: [REDACTED]
Year: 2010
Owner Status: Original
Symptom Desc: GENERAL INQUIRIES REQUEST/ NON-VEHICLE RELATED
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT
Issue Type: 01 INQUIRY
Issue Status: CLOSED

Model: FUSION Case: 546181040
WSD: 2010-02-09
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 2000 MI
Analyst Name: MENDEZ GEREZO (JMENDEZC),JOEL
Action Date: 04/20/2010

Comm Type: PHONE
Analyst: JMENDEZC
Action Time: 15:50:55.305

Action Data: No

Comments CUSTOMER SAID: /SPANISH SPEAKING- THE CUST WOULD LIKE TO KNOW WHEN SHE WILL BE CONTACTED BACK ABOUT THIS DEALER SAID: NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. ADVISED THE CUST THAT THE CCS IS GOING TO CONTACT HER BACK TODAY 4/20/10 BY COB.

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 2000 MI
Analyst Name: SALCEDO, YASMIN
Action Date: 04/23/2010

Comm Type: PHONE
Analyst: YSALCEDO
Action Time: 15:35:00.455

Action Data: No

Comments CUSTOMER SAID: -SPANISH CUST- CUST SEEKING TO SPEAK TO MELISSA CRUZ- CUST WOULD LIKE TO HAVE THE VEH REPLACED/ DEALER SAID: -NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. ADVISED CUST THAT SHE WILL FIU WITH HER BY 4/27/10- CCS MELISSA HAS LEFT THE OFFICE FOR THE DAY

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 2400 MI
Analyst Name: LOPEZ (SLOPEZ63),SHAKYRA
Action Date: 05/06/2010

Comm Type: PHONE
Analyst: SLOPEZ63
Action Time: 18:08:54.824

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship
CHILD

Comments CUSTOMER SAID: *****SPANISH CALL *****CALLER WRITER [REDACTED] DAUGHTER**BEST DAYTIME NUMBER [REDACTED] HOME*-CUST HAS A FORD FUSION 2010- THIS IS THE THIRD TIME VEH HAS AN ISSUE- CUST CALLED MELISSA AND SHE DOES NOT RETURN HER CALLS- CUST SEEKING TO SPEAK WITH CCS MELISSA CRUZ/ DEALER SAID: -NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. DID NOT ADVISED OF ABOVE- TRANSFERRED CUST TO CCS MELISSA

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer:

Origin Desc: US CONCERN CASE BASE

11/30/2010

Odometer: 2000 MI
Analyst Name: LOPEZ (SLOPEZ3) SHAKYRA
Action Date: 05/11/2010
Comm Type: PHONE
Analyst: SLOPEZ3
Action Time: 17:33:29.509
Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: *****SPANISH CALL*****CUST CALLED TO ASK MELISSA ABOUT THE STATUS OF HER CASE ALSO TO PLEASE HAVE MELISSA CALL CUST AFTER 4PM BECAUSE CUST GOES IN TO WORK AT 4PM. CUST SEEKING TO SPEAK WITH CCS MELISSA CRUZDEALER SAID: -NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. -ADVISED CUST THAT CCS MELISSA WILL CALL HER TODAY BY 5PM PACIFIC TIME WITH INFO REGARDING HER CASE-BEST DAYTIME NUMBER [REDACTED] HOME

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11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0HAZAR [REDACTED] Year: 2010 Model: FUSION Case: 546181040
Name: [REDACTED] Owner Status: Original WSD: 2010-02-09
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT Origin Desc: CROSS COUNTRY MOTOR CLUB

Dealer:
Odometer: 002000 MI
Analyst Name:
Action Date: 04/17/2010

Comm Type: MAIL
Analyst: SYSTEM
Action Time: 05:10:13.906

Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT Origin Desc: CROSS COUNTRY MOTOR CLUB

Dealer:
Odometer: 002400 MI
Analyst Name:
Action Date: 05/07/2010

Comm Type: MAIL
Analyst: SYSTEM
Action Time: 10:32:21.111

Action Data: No

Comments DISPATCH COMPLETE

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[REDACTED]

11/30/2010

All Action Details for Issue

57961

VIN: 3FAHP0HA7AR [REDACTED] Year: 2010 Model: FUSION Case: 546181040
Name: [REDACTED] Owner Status: Original WSD: 2010-02-09
Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 2000 MI

Analyst Name: ARAGON (AARAGON2),ANTHONY
Action Date: 04/20/2010Comm Type: PHONE
Analyst: AARAGON2

Action Time: 12:39:36,088 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: --SPANISH CALL---1. CHECK ENGINE LIGHT CAME ON, TOOK VEH TO DLRSHP (LLOVIO FORD) ON TUESDAY. DLRSHP SAID THAT THEY KEPT FINDING OTHER PROBLEMS AND KEPT FIXING IT. CUST GOT VEH BACK FROM LLOVIO FORD BUT WAS STILL HAVING PROBLEMS AND LLOVIO SAID TO TAKE IT TO GALPIN FORD WHERE SHE BOUGHT IT. VEH HAS BEEN AT GALPIN FORD BUT HAS NOT HEARD ANYTHING FROM THEM. --SEEKING REPLACEMENT VEH. AND LOANER VEH. DEALER SAID: GALPIN FORD FORD CODE: 71A040 DEALER PROFILE: 15505 ROSCOE BOULEVARD NORTH HILLS, CA 91343 TEL: (818) 787-3800. CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. THAT FIU IS SET FOR TODAY BY COB. TO WAIT FOR CALL THAT REGIONAL REP HAS BEEN LOOKING INTO CASE AND WOULD BE ABLE TO FURTHER ASSIST HER WITH THE PROBLEMS SHE'S HAVING

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 2000 MI

Analyst Name: WAYMIRE (JWAYMIRE),JESSICA
Action Date: 04/22/2010Comm Type: PHONE
Analyst: JWAYMIRE

Action Time: 15:53:04,398 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: //SPANISH CUST//CUST MISSED MELISSA'S CALL. CUST SEEKING TO SPEAK WITH HER DIRECTLY REGARDING RESOLUTION. DEALER SAID: GALPIN FORD. CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. **AS PER HISTORICAL, REP WILL FIU WITH CUST TUES. 4/27

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 2000 MI

Analyst Name: BARNES (DBARN102),DEYESHA
Action Date: 04/23/2010Comm Type: PHONE
Analyst: DBARN102

Action Time: 13:23:52,265 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: ***SPANISH CALL ***. CUST SEEKING TO SPEAK TO MELISSA. CRUZ. CUST ASKED ME TO CALL HER BACK SO WE ARE RETURNING HER CALL. DEALER SAID: NONE. CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. ADVISED CUST OF CCST FOLLOW UP FOR 4/27

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 2300 MI

Analyst Name: BARNES (DBARN102),DEYESHA
Action Date: 05/06/2010Comm Type: PHONE
Analyst: DBARN102

Action Time: 13:26:50,760 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: ***SPANISH CALL ***. CUST CALLING TO SPEAK TO MELISSA. CRUZ. CUST HAS NOT RECEIVED A CALL BACK FROM HER. CHECK ENGINE LIGHT CAME ON AGAIN. CUST SEEKING TO KNOW HOW SHE

11/30/2010

CAN GET A HOLD OF SOMEONE TO HELP HERDEALER SAID: GALPIN FORD15505 ROSCOE BOULEVARDNORTH HILLS, CA 91343TEL:(818) 787-3800CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADVISED CUST OF FOLLOW UP FOR TODAY 5/6/10 BY 5 PM PST

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 2300 MI

Comm Type: PHONE

Analyst Name: WAYMIRE (JWAYMIRE),JESSICA

Analyst: JWAYMIRE

Action Date: 05/06/2010

Action Time: 14:11:08.737 Action Date: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

JULIANA

TENORIO

3239727941

FAMILY

Comments CUSTOMER SAID: "SEE HISTORICALS*-CHECK ENGINE LIGHT CAME ON-CUST SEEKING BUYBACK- CUST SEEKING TO SPEAK WITH CCST REP DEALER SAID: GALPIN FORD15505 ROSCOE BOULEVARDNORTH HILLS, CA 91343TEL:(818) 787-3800CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED-FU SCHEDULED FOR TODAY.

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11/30/2010

All Action Details for Issue

Print

VIN: 3FAHP0H4ZAR [REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: TRANSFER CASE FUNCTION JERKS/SURGES
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS
Issue Type: 04 REGION
Issue Status: CLOSED
Initial Customer Contact: 05/05/2010
Model: FUSION Case: 546181040
WSD: 2010-02-09
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: TIER II ESCALATION - BUYBACK

Dealer: 05536 GALPIN FORD
Odometer: 2300 MI
Analyst Name: IRIZARRY, OTTO
Action Date: 05/05/2010
Comm Type: PHONE
Analyst: CIRZARI
Action Time: 18:17:32.060
Origin Desc: US CONCERN CASE BASE
Action Data: No

Comments CUSTOMER SAID: CUST SEEKS BUYBACK SINCE VEH CANNOT BE REPAIRED PROPERLY. CUST JUST GOT HER VEH BACK FROM THE DLR AND THE CONCERN STILL PERSISTS. CUST HAS HAD THE VEH REPAIRED AT MULTIPLE DLRS - THREE TIMES - AND STILL THERE IS NO RESOLUTION TO THE VEH CONCERN. THE CK ENGINE LIGHT IS ON. VEHICLE LERCHES WHEN TAKING OFF. VIBRATION IN ENGINE. CUST HAS VEH DEALER SAID: GALPIN FORD 15505 ROSCOE BOULEVARD NORTH HILLS, CA 91343 TEL: (818) 787-3800 CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACK! 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: DUPLICATE CASE

Dealer: 05536 GALPIN FORD
Odometer: 2300 MI
Analyst Name: CRUZ, MELISSA
Action Date: 05/06/2010
Comm Type: OTHER
Analyst: MCRUZ54
Action Time: 13:32:20.623
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: No

Comments CCS CURRENTLY WORKING WITH CUST AND HAS FIU SCHEDULED ON ANOTHER REGION CASE - CLOSING DUP

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11/30/2010

All Action Details for Issue

E/M

VIN: 3FAHP0H47AR [REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: INDICATOR CHECK ENGINE
Reason Desc: CLP - IN - BUYBACK - PARTS DELAY
Issue Type: 04 REGION
Initial Customer Contact: 04/19/2010
Model: FUSION Case: 546181040
WSD: 2010-02-09
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]
Issue Status: CLOSED

Action: TIER II ESCALATION - BUYBACK
Dealer: 00002 CENTRAL FORD
Odometer: 2065 MI
Analyst Name: DEL RIO (MDELRI06), MILAGRO
Action Date: 04/16/2010
Comm Type: PHONE
Analyst: MDELRI06
Action Time: 13:49:35:764
Origin Desc: US CONCERN CASE BASE
Action Data: No

Caller Information If Different From Vehicle Owner:
First Name: SIOMARA
Middle Initial:
Last Name: TENORIO
Day Phone: 3239471078
Relationship: FAMILY

Comments CUSTOMER SAID: -SPANISH SPEAKER-SEE HISTORICAL ON 4/16/10-VEH STALLED ON CUST TWICE WHEN SHE WAS DEACCELERATING-CHECK ENGINE LIGHT CAME ON-CUST IS FRUSTRATED THAT THE VEH IS ONLY A COUPLE OF MONTHS OLD AND THE VEH IS OUT ALREADY-SHE HAS BEEN UNABLE TO DRIVE IT IN TWO DAYS-CUST IS SEEKING A BUYBACK OR TO EXCHANGE THE VEH SINCE ITS ALREADY NEEDING TO BE REPAIRED CUST IS SEEKING TO HAVE CONFIDENCE RESTORED IN THE VEH DEALER SAID: LLOVIO FORD INC, 3645 FIRESTONE BLVD, SOUTH GATE CA 90280(562) 927-7888(CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACK! 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. FORDS COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00002 CENTRAL FORD
Odometer: 2065 MI
Analyst Name: CRUZ, MELISSA
Action Date: 04/19/2010
Comm Type: PHONE
Analyst: MCRUZ54
Action Time: 13:51:05:611
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments CCS MELISSA, X 7424 - CASE REVIEW: 2 VEHs ON FILE. LTV SCORE OF 93 - NO TECH HOTLINE INVOLVEMENT - NO ESP ON FILE. ACTIVE MAINT PLAN - PER AWS, NO REPAIR HISTORY - OBC TO DLR @ 562-927-7888 - WAS ADVISED PSD DEANA NO LONGER EMPLOYED - SPOKE TO ASST SRV MGR RAY - STATES VEH WAS ONLY AT DLR FOR 2 DAYS - CUST TOOK BACK TO GALPIN FORD (P&A 05536). THEIR SELLING DLR ** OBC TO CUST @ [REDACTED] - PERSON YOU HAVE CALLED IS UNAVAILABLE RIGHT NOW; PLEASE TRY YOUR CALL LATER (AUTOMATED MSG) - WILL F/U WITH CUST TUES, 4/20

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-20-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: TRANSFER ISSUE
Dealer: 05536 GALPIN FORD
Odometer: 2065 MI
Analyst Name: CRUZ, MELISSA
Action Date: 04/20/2010
Comm Type: PHONE
Analyst: MCRUZ54
Action Time: 17:54:47:321
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: No

11/30/2010

Comments: TRANSFERRING TO DLRSPH WHERE VEH IS LOCATED

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD
Odometer: 2065 MI
Analyst Name: CRUZ, MELISSA
Action Date: 04/20/2010

Comm Type: PHONE
Analyst: MCRUZ54
Action Time: 17:58:44:467
Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
SIOMARA		TENORIO	3232168130	FAMILY

Comments: OBC TO CUST [REDACTED] DAUGHTER) - PERSON YOU HAVE CALLED IS UNAVAILABLE RIGHT NOW. PLEASE TRY YOUR CALL LATER (AUTOMATED MSG *** 2ND ATTEMPT) *** OBC TO CUST [REDACTED] DAUGHTER) - WAS ABLE TO REACH - STATES VEH IS CURRENTLY AT GALPIN FORD - STATES VEH NEEDS A PART AND DLR CANNOT TELL HER WHEN IT'LL ARRIVE - CUST WANTS TO REPLACE VEH - HAS BEEN WORKING WITH NICK OR NATE IN SRV - ADV CUST I WILL HAVE TO REVIEW HER REQUEST - ADV I WILL CONTACT DLRSPH AND WILL FUJ WITH HER THURS, 4/22

Data Element Name

Data Value

DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM)04-22-2010
20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD
Odometer: 2065 MI
Analyst Name: CRUZ, MELISSA
Action Date: 04/22/2010

Comm Type: PHONE
Analyst: MCRUZ54
Action Time: 12:46:30:552
Action Data: Yes

Comments: OBC TO DLR @ 818-893-9494 - SIM OUT OF STATE IN A MEETING - ASST SIM NOT AVAILABLE - LM WITH MY CONTACT INFO REQUESTING AN UPDATE ON CASE *** OBC TO CUST @ [REDACTED] DAUGHTER) - PERSON THAT ANSWERED ADVISED CUST NOT AVAILABLE - REP WILL FUJ WITH CUST TUES, 4/27

Data Element Name

Data Value

DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM)04-27-2010
20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05536 GALPIN FORD
Odometer: 2065 MI
Analyst Name: CRUZ, MELISSA
Action Date: 04/22/2010

Comm Type: PHONE
Analyst: MCRUZ54
Action Time: 17:51:10:319
Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
SIOMARA		TENORIO	323977941	FAMILY

Comments: RECD IBC FROM [REDACTED] - CUST LEAVING TO TIJUANA TOMORROW MORNING, NEEDS VEH - ADV CUST I WILL CONTACT DLRSPH *** OBC TO DLR @ 818-893-9494 - SPOKE TO SRV

11/30/2010

RECEPTIONIST LUCIA - TRANSFERRED ME TO NICK. S/A WASNT AVAILABLE - SPOKE TO LUCIA AGAIN WHO ADVISED BOTH SIM AND S/A NICK NOT AVAILABLE AT THE MOMENT - ADVISED RECEPTIONIST THAT CUST NEEDS VEH TOMORROW AS SHE IS GOING OUT OF STATE *** OBC TO [REDACTED] - WAS ABLE TO REACH - ADV CUST I COULD NOT GET ANYONE IN SRV BUT LEFT A MESSAGE WITH THE SRV RECEPTIONIST, LUCIA, ADVISING SHE NEEDS VEH BY TOMORROW AS SHE NEEDS TO GO OUT OF TOWN

Action: CONCERN ADDRESSED
Dealer: 05536 GALPIN FORD
Odometer: 2065 MI
Analyst Name: CRUZ, MELISSA
Action Date: 04/27/2010
Comm Type: PHONE
Analyst: MCRUZ54
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Time: 14:30:38 049
Action Data: Yes

Comments OBC TO [REDACTED] - PERSON THAT ANSWERED WAS [REDACTED] STATES SHE HAS VEH BACK AND IT'S REPAIRED - ADVISED HER TO CONTACT ME SHOULD SHE HAVE ANY FURTHER QUESTIONS OR CONCERNS - NO FURTHER ACTION REQUIRED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	93
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)	
-ESTIMATED REPAIR COST (@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER (\$)	
-FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

Print

VIN: 3FAHP0H7AF [REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: STALLS/QUIT'S CRUISE
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT
Issue Type: 01 INQUIRY Issue Status: CLOSED
Model: FUSION Case: 546161040
WSD: 2010-02-09
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 2000 MI

Analyst Name: LOPEZ (SLOPEZ63), SHAKYRA

Action Date: 04/22/2010

Comm Type: PHONE

Analyst: SLOPEZ63

Action Time: 17:37:45.468 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: *****SPANISH CALL *****1, VEH STALLED OUT AND MAKING A NOISE2. HESITATION AT SHIFTING-VEH AT DLRSHP CURRENTLY-DLRSHP IS NOT TELLING CUST WHEN THEY ARE GOING TO RELEASE THE VEH TO THE CUST-CUST SPOKE WITH S/A NICK-CUST SPOKE ALSO WITH CCST MELISSA CRUZ-CUST SEEKING TO SPEAK WITH MELISSA DEALER SAID: -GALPIN FORD 1505 ROSCOE BOULEVARD NORTH HILLS, CA 91343 TEL: (818) 787-3800 CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED-DID NOT ADVISED OF ABOVE-TRANSFERRED CUST TO CCS MELISSA

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11/30/2010

All Action Details for Issue

Film

VIN: JFAHPOHAZAF
Name: [REDACTED]
Year: 2010
Owner Status: Original
Symptom Desc: INDICATOR CHECK ENGINE
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT FILM
Issue Type: 01 INQUIRY
Issue Status: CLOSED
Model: FUSION
Case: 546181040
WSD: 2010-02-09
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
Dealer: 00002 CENTRAL FORD
Origin Desc: US CONCERN CASE BASE
Odometer: 2065 MI
Comm Type: PHONE
Analyst Name: WAYMIRE (JWAYMIRE) JESSICA
Analyst: JWAYMIRE
Action Date: 04/14/2010
Action Time: 15:10:17 377
Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: /SPANISH CUST//CHECK ENGINE LIGHT CAME ON-VEH WOULD HESITATE AND VIBRATE-VEH IS AT DLR NOW-CUST IS FRUSTRATED THAT SHE IS EXPERIENCING PROBLEMS WITH NEWLY PURCHASED VEH-CUST SEEING TO HAVE CONCERN DOCUMENTED DEALER SAID: LLOYD FORD INC.5645 FIRESTONE BLVD.SOUTH GATE CA 90280(562) 927-7888CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCUY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP's, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.-3:36 K BTB AND 5/60 POWERTRAIN WARRANTY

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11/30/2010

The Law Offices of
William R. McGee

Bernardo Executive Center
16855 West Bernardo Drive, Su. 380, San Diego, CA 92127
(858)485-9140, Fax: (858)485-9961
E-mail: LemonAtty@aol.com

September 22, 2010

RECEIVED

Ford Motor Company World Headquarters
Office of the General Counsel
One American Road, Su. 400
Dearborn, MI 48126-2798

Re: [REDACTED]
2010 Ford Fusion
VIN: 3FAHP0HA7AR [REDACTED]

Dear Gentlemen:

Please be advised that this law firm has been retained by [REDACTED] to enforce her legal rights regarding the purchase of the above identified vehicle. The purpose of this letter is to set forth the facts of this case, cite the applicable law and attempt to resolve this matter as quickly and efficiently as possible.

[REDACTED] was understandably excited and proud about her new 2010 Ford Fusion, feeling that she had made a quality choice for her driving needs and enjoyment. (A copy of the purchase contract will be provided for your reference.) [REDACTED] anticipation and excitement, however, have turned to disappointment and frustration due to a serious defect that has substantially impaired the vehicle to her. This is not what Ms. [REDACTED] was promised nor bargained-for when she purchased her new 2010 Ford Fusion.

The subject vehicle has suffered from serious defects and nonconformities to warranty, such that the vehicle has spent a cumulative total of more than 30+ days in an authorized Ford dealership for warranty repairs during the initial 8 months and less than 8,000 miles of original use, during which there have been three (3) separate repair attempts for engine stalling/hesitation. Copies of the warranty repair documentation is enclosed for your review.

[REDACTED] is not required to live with this problematic and unsafe vehicle. Accordingly, [REDACTED] is herein demanding her entitlement under the Song-Beverly Consumer Warranty Act (the "Lemon Law"), California Civil Code sections 1790 et seq., which provides:

If the manufacturer or its representative in this state is unable to service or repair a new motor vehicle . . . to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle . . . or promptly make restitution to the buyer . . . However, the buyer shall be free to elect restitution in lieu of replacement.

(B) In the case of restitution, the manufacturer shall make restitution in the amount equal to the actual price paid or payable by the buyer, including any charges for transportation and manufacturer installed options . . . and including any collateral charges such as sales tax, license fees, registration fees and other official fees, plus any incidental damages . . . including but not limited to reasonable repairs, towing and rental car costs actually incurred by the buyer.

Civ. Code § 1793.2(d)(2) (emphasis added).

The Lemon Law states that "a reasonable number of repair attempts" has been exceeded if, during the first 18,000 miles of use or 18 months of ownership, either: there have been four or more repair attempts for the same nonconformity; the vehicle has been in the shop 30 days or more; or, two repair attempts for the same nonconformity which may result in serious bodily injury or death. Our client's vehicle falls well within this standard.

The Lemon Law goes on to state:

(a) Any buyer of consumer goods who is damaged by a failure to comply with any obligation under this chapter or under an implied or express warranty or service contract, may bring an action for recovery of damages and other legal and equitable relief . . .

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

(d) If the buyer prevails in an action under this section, the buyer shall be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorneys' fees, determined by the court to

have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.

Civ. Code §1794 (emphasis added).

In light of the facts of this case as applied to the Lemon Law, there is no doubt that Ford Motor Company is obligated to make restitution to [REDACTED] for the "lemon" which was sold to her. In light of the facts of this case where liability is clear, further denial of your obligations under the Lemon Law can only be described as "wilful," triggering the civil penalty provision quoted above.

[REDACTED] is willing to litigate this matter, however, she would prefer to resolve it short of filing a lawsuit. Furthermore, I believe it is also in Ford Motor Company's best interests to settle this dispute rather than defending a lawsuit which it will ultimately lose and face the concomitant penalties and expenses which that defense will necessarily entail, including interest and legal fees.

At this time, [REDACTED] is willing to return the subject vehicle to Ford Motor Company and settle this matter for a repurchase of the vehicle, including restitution in the following amount:

Down payment (less rebate)	\$TBD
Monthly payments	TBD
Less use of TBD miles	(TBD)
Attorney's fees	2,500.00
SUBTOTAL:		\$TBD

In addition, it will be required that Ford Motor Company satisfy the outstanding balance owing to the lien holder of the subject vehicle. Please give this demand the serious consideration it deserves. If I do not hear from you by October 22, 2010, I shall assume that Ford Motor Company is denying its obligations under the law and is leaving [REDACTED] with no choice but to initiate formal legal proceedings.

Thank you for your prompt attention to this matter.

Very truly yours,


WILLIAM R. MCGEE

Enclosures

cc: 

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 *****

[illegible]

	REGISTERED OWNER	F	AMOUNT PAID
OR [REDACTED]			\$ 378.00
[REDACTED]	AMOUNT DUE	CASH :	
	\$ 378.00	CHCK :	378.00
HUNTINGTON PK [REDACTED]		CRDT :	

WACHOVIA DLR SVCS INC
PO BX 997517

SACRAMENTO
CA

95899
A00 V56 2G 0037800 0024 CS A00 022310 11 6LBR667 617



5645 Firestone Blvd. • South Gate • California 90280-3701

(952) 927-7898

BAR-REG-ARB01698

EPA # CAL000139742

Warranty

DECLARATION OF WARRANTY
THE SELLER HEREBY WARRANTS ALL WORKMANSHIP, MATERIALS AND SUPPLIES TO BE NEW UNLESS OTHERWISE SPECIFIED. THE SELLER SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PARTS OR SUPPLIES WHICH ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO THE VEHICLE OR ITS EQUIPMENT CAUSED BY NEGLIGENCE, MISUSE, ACCIDENT, OR OTHER PERSONS. TO ASSURE THE BUYER OF THE QUALITY OF THE WORK, THE SELLER SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PARTS OR SUPPLIES WHICH ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP.

HAZARDOUS WASTE CHARGE
An amount will be charged on any repair involving fluid changes in the engine, transmission, or other U.S. EPA regulated systems. The amount is based upon actual cost of disposal and is subject to change without notice.

All labor charges are fixed prices and bear no relationship to actual hours of labor performed. At reference herein or otherwise including any posting of labor charges, the dealer shall be responsible for the payment of such charges. The customer's references or posting of the actual hours of labor performed which may be more or less than the indicated flat rate hours shall have any effect whatsoever on the fixed prices so charged.

I HEREBY ACKNOWLEDGE RECEIPT OF INVOICE AND APPROVAL OF AN INCREASE IN SUBJECT VEHICLE. ORIGINAL ESTIMATED PRICE X

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE # 607065

FBI OFFICE USE

VEHICLE INFORMATION

1991 0792 4004 239 FRANKO, INVOICE# 04/16/2010 17:20:52 NB 10 FLUSH 6847

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IF YOU HAVE ANY QUESTIONS - PLEASE SEE EDUARDO FRANCO

PAYMENT DISTRIBUTION FOR INVOICE #607065

PAGE 2
LAST PAGE



15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 02942H1
BAR # AC011208 - BAR # RC011208 - BAR # AC246535

GALPIN
LINCOLN



Page

Los Angeles, CA

Phone (H) [REDACTED]
Phone (W) [REDACTED]
Phone (H) [REDACTED]
Phone (W) [REDACTED]

Year/Make/Model: 2010 Ford Fusion

VIN: 3FAHP0HA7 AR [REDACTED]

License Number: 103564
Tag Number: 218

Mileage In: 2056
Mileage Out: 2056

Description

1. Customer Concern

Customer States that the check engine light is on. CUSTOMER STATES THAT VEHICLE SHUT OFF WHILE COMING TO A STOP.

- 1 - Cause/Action to Take
- CEL - performed recall
- 1 - Correction/Action Taken
- performed recall

SubTotal Job # 1 90401

0.00
Warranty

2. Customer Concern

Customer States vehicle towed in
1 - Cause/Action to Take
TOW - VEHICLE TOWED IN
1 - Correction/Action Taken
SUBLET

SubTotal Job # 2

0.00
0.00

A/R Number:

Customer Number:

PO Number:

Auth Number:

Service Writer:

Estimate Amount: \$ 91497

Terms & Conditions:

Type of Sale:

Customer Signature

Invoice Number: 522187

Printed: 04/22/2010 3:58 PM

Copy # 1

Date Opened: 04/16/10

Date Notified:

Date Delivered:

Hrs or Qty

List

Ext Total

Grand Total



15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2104
OPEN MON-FRI, 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # ACH11208 - BAR # RC011208 - BAR # AC246535

GALPIN
LINCOLN

GALPIN
MERCURY

Page

Los Angeles, CA		A/R Number:		Invoice Number 524944	
Phone		Customer Number:		Printed: 05/18/2010 6:13 PM	
Phone (V)		PO Number:		Copy #	
Phone Ctr.		Auth Number:		Date Opened: MAY 7 10	
Year/Make/Model: 2010 Ford Fusion		Service Writer:	90471	Date Notified:	
VIN: 3FAHP0HA7AR		Estimate Amount:	\$	Date Delivered:	
License Number:		Terms & Conditions:			
Stock Number: 103564		Type of Sale:			
Tag Number: 173		Mileage In: 2422			
		Mileage Out: 2461			
Description		Customer Signature		Hrs or Qty	List
1. Customer Concern					Est. Total
VEHICLE TOWED IN*****SEE RO 522187 TECH 90A01*****C/S					Grand Total
SERVICE ENGINE SOON LIGHT IS ON, VEHICLE WILL NOT SHIFT AND ALSO					
STATES WILL SHUT OFF WHILE DRIVING - DOESNT GO IN REVERSE					
1 - Cause/Action to Take					
CC					
1 - Correction/Action Taken					0.00
VERIFIED CONCERN PER CUSTOMER STATEMENT DIAGNOSED					90401
TRANSMISSION IDS HOOKUP RETRIEVED CODE P2783					
PINPOINTED TO TORQUE CONVERTOR OVERHEATING					
CONTACTED HOTLINE WAS ADVISED TO REPLACE TORQUE					
CONVERTOR AND AIRCHECK PORTS FOR REVERSE CONCERN					
TESTED OKAY TEAR DOWN TRANSMISSION TO INSPECT AND					
CLEAN INTERNALLY REASSEMBLED TRANSMISSION REPLACED					
SOLENOID BODY AND TORQUE CONVERTOR CHECKED OKAY					
AFTER REPAIR SOLENOID BODY NOT WORKING PROPERLY					
2 - Correction/Action Taken					0.00
3 - Correction/Action Taken					0.00
4 - Correction/Action Taken					0.00
5 - Correction/Action Taken					0.00
6 - Correction/Action Taken					0.00
7 - Correction/Action Taken					0.00



15505 Roscoe Blvd, North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON-FRI 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 02943147
BAR # AC011208 - BAR # RC011208 - BAR # AC246835

GALPIN
LINCOLN

GALPIN
MERCURY

Los Angeles, CA

Phone (W):

Phone (H):

Year/Make/Model: 2010 Ford Fusion

VIN: 3FAHP0H47AR

License Number: 103564

Tag Number: 173

AR Number:

Customer Number:

PO Number:

Service Writer:

Estimate Amount: \$ 50471

Terms & Conditions:

Type of Sale:

Customer Signature

Invoice Number: 524944

Printed: 05/18/2010 6:13 PM

Copy # 1

Date Opened: MAY 7 10

Date Notified:

Date Delivered:

Qty of List

Ext. Total

Grand Total

Part Number
AL8Z7G391A
9L8Z7A100C
9L8Z7G004A
9L8Z7902D
XT100LV

Description
SOLENOID ASY
CONTROL - ASY
COVER
CONVERTER ASY
ADDITIVE - OIL - FRICTION MOD

Sub Total Parts
Sub Total Job # 1

Warranty

2. Customer Concern

Customer Status PERFORM RECALL 10C11 - FRONT SEAT MANUAL
RECLINER REPLACEMENT

1 - Cause/Action to Take

CC

1 - Correction/Action Taken
PERFORM RECALL 10C11

Part Number
AESZ5460014BC
AESZ5460006AC

Description
BACK ASY- SEAT
BACK ASY SEAT

Sub Total Parts
Sub Total Job # 2

Warranty

90299

0.00



EXPERIENCE THE DIFFERENCE

5645 Firestone Blvd - South Gate, CA 90280-3701

(562) 927-7888

BAR # ARD 0003708 • EPA # CL 00032439

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A CONTRACT. THE ACTUAL PRICE MAY VARY DUE TO MARKET CONDITIONS. THE ACTUAL PRICE MAY VARY DUE TO MARKET CONDITIONS. THE ACTUAL PRICE MAY VARY DUE TO MARKET CONDITIONS.

RECEIVED FROM: [REDACTED] DATE: [REDACTED] TIME: [REDACTED] LOCATION: [REDACTED]

All labor charges are fixed prices and have no relationship to actual hours of labor performed. All reference books or other aids, including any books of labor rates or bar rate books are for information only and are not to be used as a basis upon which the fixed prices were established. All material such as references or posing for the actual hours of labor performed which may be more or less than the indicated bar rate shall have any effect whatsoever on the fixed prices so charged.

1. FREIGHT, ACKNOWLEDGE RECEIPT OF INVOICE AND SUBJECT VEHICLE

2. APPROVAL OF ACTS AND/OR APPROVAL OF INCREASE IN ORIGINAL ESTIMATED PRICE X

ORIGINAL ESTIMATE \$



FROM THE DESK OF KEVIN BARTHEL

TO: WAREHOTA PERKINS-HILL

FROM: KEVIN BARTHEL

COMPANY: FORD

DATE: 10/15/10

FAX NUMBER: (888) 934 4841

TOTAL NO. OF PAGES INCLUDING COVER:

14

PHONE NUMBER: (313) 322-4722

SENDER'S FAX NUMBER:

(818) 778-2164

RE: [REDACTED] 2010 FUSION AP [REDACTED]

SENDER'S NUMBER:

(818) 778-2128

☐ URGENT ☒ X FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE REPLY

NOTES/COMMENTS: 7 + 12 = 19 DAYS DOWN

15505 ROSCOE BLVD.
NORTH HILLS, CALIFORNIA
91343

Galpin Motors Inc
 15505 Roscoe Blvd
 North Hills CA 91343
 (818) 787-3600

Accounting Invoice

Los Angeles, CA
 Phone (H):
 Phone (W):
 Cell Phone:
 Email Addr: none

A/R Number:
 Customer Number:
 PO Number:
 Auth Number:
 Service Writer: 91497
 Estimate Amount: \$
 Terms & Conditions:

Invoice Number: 522187
 Print: 05/04/2010 11:03 AM
 Copy: 3
 Date Entered: 04/16/10
 Date Filled: 04/23/10
 Date Filled:

Year/Make/Model: 2010 Ford Fusion
 VIN: 3FAHP0HA7AR

License Number:

Customer Signature

Stock Number: 103564

Mileage In: 2096
 Mileage Out: 218

DESCRIPTION

DATE Job Added: 04/16/10 6:32 PM

1. Customer statement of problem

W/ - Customer States that the check engine light is on. CUSTOMER STATES THAT VEHICLE SHUT OFF WHILE COMING TO A STOP.

1 - Cause / Action to Take

1 - Correction / Action Taken
 FOUND TCM STRATEGY OUTDATED. UPDATED AND LOADED NEW SOFTWARE INTO TCM. TEST DROVE VEHICLE FOR 40 MILES AND FILLED WITH FUEL FOR CUSTOMER. NO PROBLEMS FOUND AT THIS TIME (TSB 10-B-15)

Warranty ID 9623 Tech 9040 Mario Chicas 1 0.00

10 Ford Op Code CDC Completed AC 1 AC 2 RDI ONP FLH OLI
 1 10B15B SubTotal Job #1 0.30 0.00

2. Customer statement of problem

C/ Customer States vehicle towed in

1 - Cause / Action to Take
 VEHICLE TOWED IN
 1 - Correction / Action Taken
 SUBLET

Date Job Added: 04/16/10 6:32 PM

Payment Notes

Acct	Acct Description	Proposed Amount	Cost Amount	Accounting Processed	Adjustment	Proposed Control	Control Description
11400	Rec WAP Claims	29.80	0.00	0.00		\$22187	
57200	St-Srv Lbr WAP Cims	29.80	7.72	0.00		\$22187	
67200	Cst-Srv Lbr WAP Cims	7.72	0.00	0.00		\$22187	
14400	Inv-Labor In Process	7.72	0.00	0.00		\$22187	

SubTotal Job #2 0.00
 0.00

PAYD
 MAY 01 2010

29.80

29.80

Accounting Invoice

2

DESCRIPTION	INTERNAL				SERVICE CONTRACT				WARRANTY				CUSTOMER PAY				GRAND TOTAL
	COST	DESCRIPTION	RETAIL		COST	DESCRIPTION	RETAIL		COST	DESCRIPTION	RETAIL		COST	DESCRIPTION	RETAIL		
0.00 Labor	0.00		0.00		0.00 Labor	0.00			0.00 Labor	29.90	0.00		0.00 Labor				
0.00 Parts	0.00		0.00		0.00 Parts	0.00			0.00 Parts	0.00	0.00		0.00 Parts				
0.00 Sublet	0.00		0.00		0.00 Sublet	0.00			0.00 Sublet	0.00	0.00		0.00 Sublet				
Freight	0.00		0.00		Freight	0.00			Freight	0.00	0.00		Freight				
Car Rental	0.00		0.00		Car Rental	0.00			Car Rental	0.00	0.00		Car Rental				
Spec Tax	0.00		0.00		Deductible	0.00			Deductible	0.00	0.00		Car Rental				
HazMat	0.00		0.00		Spec Tax	0.00			HazMat	0.00	0.00		Deductible				
Tax	0.00		0.00		HazMat	0.00			Spec Tax	0.00	0.00		Spec Tax				
Co-pay	0.00		0.00		Tax	0.00			Sls tax	0.00	0.00		HazMat				
Charge \$	0.00		0.00		Charge \$	0.00			Charge \$	0.00	0.00		Sls tax				
Misc	0.00		0.00		Misc	0.00			Misc	0.00	0.00		Misc				
Balance	0.00				Balance	0.00			Balance	29.90			net Due		0.00		

Galpin Motors Inc
15505 Roscoe Blvd
North Hills CA 91343
(818) 787-3900

Accounting Invoice

Los Angeles, CA

Phone (H):

Cell Phone:

Email Addr none

Year/Make/Model: 2010 Ford Fusion

VIN: 3FAHP0H47AR

License Number:

Stock Number: 103564

Tag Number: 218

Mileage In: 2086

Mileage Out: 2106

A/R Number:

Customer Number:

PO Number:

Auth Number:

Service Writer: 91497

Estimate Amount: \$

Terms & Conditions:

Type of Sale:

Customer Signature

Invoice Number

522187

Printed: 04/23/2010 12:44 PM

COP / # 2

Date Opened: 04/16/10

Date Modified: 04/23/10

Date Delivered:

DESCRIPTION

COST HRS or QTY LIST or LABOR TOTAL EXT GRAND TOTAL

1. Customer statement of problem

Date Job Added: 04/16/10 6:32 PM

W/ - Customer States that the check engine light is on. CUSTOMER STATES THAT VEHICLE SHUT OFF WHILE COMING TO A STOP.

1 - Cause / Action to Take

CC

1 - Correction / Action Taken

FOUND TCM STRATEGY OUTDATED. UPDATED AND LOADED NEW SOFTWARE INTO TCM. TEST DROVE VEHICLE FOR 40 MILES AND FILLED WITH FUEL FOR CUSTOMER. NO PROBLEMS FOUND AT THIS TIME (TSB 10-B-15)

29.80

Warranty ID

9623

Tech

9040

Mario Chicas

1

0.00

7.72

0.30

99.33

29.80

29.80

29.80

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Date Job Added: 04/16/10 6:32 PM

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Date Job Added: 04/16/10 6:32 PM

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Date Job Added: 04/16/10 6:32 PM

Date Job Added: 04/16/10 6:32 PM

Date Job Added: 04/16/10 6:32 PM

Date Job Added: 04/16/10 6:32 PM

SubTotal Job # 2

0.00

0.00

0.00

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0.00

0.00

Payment Notes

Act: 57200
Sis-Siv Lbr W&P Clms
67200
Cst-Siv Lbr W&P Clms...
14400
Inv-Labor In Process

Proposed Amount
-29.80
7.72
0.00
0.00
0.00
-7.72

Cost Amount
7.72
0.00
0.00
0.00
0.00
-7.72

Accounting Processed
0.00
0.00
0.00
0.00
0.00
-7.72

Proposed Adjustment
-29.80
7.72
0.00
0.00
0.00
-7.72

Control 522187
522187
522187
522187
522187
522187

Control Description



15565 Roscoe Blvd., North Hills, CA 91343
 (818) 778-2172 - Fax (818) 778-2164
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM
 SATURDAY 8:00 AM TO 5:00 PM
 EPA # CAD 029453131
 BAR # AC011208 - BAR # RC011208 - BAR # AC246535

GALPIN
LINCOLN

GALPIN
MERCURY

Los Angeles, CA

Phone

Phone

Year/Make/Model: 2010 Ford Fusion

VIN:

3FAHP0H7AR

License Number:

Stock Number: 103564

Tag Number: 218

Mileage In: 2056
Mileage Out: 2105

Description

Invoice Number

522187

Printed: 10/07/2010 6:53 AM

Copy #

3

Date Quoted: APR 16 10

Date Modified: APR 23 10

Date Delivered:

AIR Number:

Customer Number:

Auth Number:

Service Writer:

Estimate Amount: \$

Terms & Conditions:

Type of Sale:

Customer

Signature

Hrs or

Qty

List

Ext

Total

Grand

1. Customer Concern

Customer States that the check engine light is on. CUSTOMER STATES THAT VEHICLE SHUT OFF WHILE COMING TO A STOP.

1 - Cause/Action to Take

CEL - CC

1 - Correction/Action Taken

FOUND TCM STRATEGY OUTDATED. UPDATED AND LOADED NEW SOFTWARE INTO TCM. TEST DROVE VEHICLE FOR 40 MILES AND FILLED WITH FUEL FOR CUSTOMER. NO PROBLEMS FOUND AT THIS TIME (TSB 10-B-15)

SubTotal Job # 1

Warranty

2. Customer Concern

Customer States vehicle towed in

1 - Cause/Action to Take

TOW - VEHICLE TOWED IN

1 - Correction/Action Taken

SUBLET

SubTotal Job # 2

0.00

0.00



15505 Roscoe Blvd., North Hills, CA 91343
 (818) 778-2172 - Fax (818) 778-2164
 OPEN MON.-FRI. 7:00 AM TO 7:00 PM
 SATURDAY 8:00 AM TO 6:00 PM
 EPA # CAD 029453131
 BAR # AC011208 - BAR # RC011208 - BAR # AC246535

GALPIN LINCOLN MERCURY
 Invoice Number
 522187
 Printdate: 05/07/2010 6:53 AM
 Cdr # 3
 Date Opened: APR 18 10
 Date Notified: APR 23 10
 Date Delivered:

Los Angeles, CA

Phone Phone

Year/Make/Model: 2010 Ford Fusion

VIN: 3FAHP0H7A

License Number:

Stock Number: 103564

Tag Number: 218

Mileage In: 2065

Mileage Out: 2106

Customer Signature

Type of Sale:

Terms & Conditions:

Estimate Amount: \$

Date Delivered:

Description

Hrs or Qty	Uel	Ext Total	Grand Total

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

SERVICE DEPARTMENT HOURS:

MONDAY - FRIDAY: 7:00 A.M. TO 7:00 P.M.
 SATURDAY: 8:00 A.M. - 6:00 P.M.

RESERVATIONS: (818) 778-2172

IF FOR ANY REASON, WE HAVE NOT MADE YOU COMPLETELY SATISFIED, PLEASE ALLOW US THE OPPORTUNITY TO CORRECT THE SITUATION.
 OUR MANAGEMENT TEAM CAN BE REACHED AT (818) 778-2172.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	0.00

DATE	TIME	CUSTOMER	WARRANTY	INTERNAL
10/15	6:00			
ADDRESS				
CITY				
ST				
ZIP				
HOME PHONE				
TEAR				
MODEL				
COLOR				
VIN				
SELLING DEALER				
TRADE IN				
TEARDOWN ESTIMATE: 1. Understand that my vehicle will be reassembled within _____ days of the date shown above. If I choose not to authorize, the services are non-refundable.				
SIGN X				
ORIGINAL ESTIMATE				
ESTIMATE INCLUDES				
SALES TAX				
SAVE SCRAP				
VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY. NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.				
NOTICE:				
DATE RESV. MADE				
SELLING DEALER				
RESERVATION #				

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and pickup/delivery. Subject to terms and conditions on reverse side of this contract.

A minimum fee of \$25.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless otherwise specified. All work is performed in accordance with the information contained on the front and reverse side of this document and have received a copy.

PARTS:

VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY. NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.

SEE REVERSE SIDE FOR TERMS & CONDITIONS, AND LIMITED WARRANTY.

INSTRUCTIONS ON WORK TO BE DONE:

Vehicle shut off while engine stopping
STARTS BACK UP.

CEL

TBD

1	INSPECTION POINT
2	LUBE, OIL & FILTER
3	STATE SMOG CERT.
4	AIR FILTER
5	HOSES & BELTS
6	FUEL FILTER
7	ROTATE TIRES
8	BODY LUBE
9	WHEEL BEARINGS
10	JOINTS
11	SVC TRANS-AUTO
12	SVC TRANS-OTHER
13	ELECTRICAL TUNE-4
14	ELECTRICAL TUNE-6
15	ELECTRICAL TUNE-8
16	BATTERY SERVICE
17	ADJUST
18	INSPECT BRAKES
19	BALANCE
20	ALIGN
21	A/C SERVICE
22	EVAP COOLING SYSTEM
23	WAVE ADJUST

GALPIN
LINCOLN MERCURY

15500 Rosecoe Blvd., Van Nuys, CA 91406

818-822-9874

BAR #40012461 - EPA ROAD 0945181



15500 Rosecoe Blvd., North Hills, CA 91343

818-822-9874

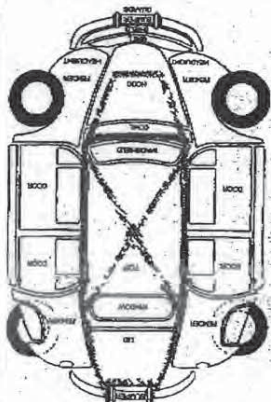
BAR #40012461 - EPA ROAD 0945181

SERVICE DEPT. Hours:
M-F: 7 a.m. to 7 p.m. Sat: 8 a.m. to 5 p.m.

TO OUR CUSTOMERS

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANICS TIME SPENT ON THE JOB. Further, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive. We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

PRIOR BODY DAMAGE



SEE REVERSE SIDE FOR LIMITED WARRANTY.

G-3000 907

Galpin Motors Inc
17505 Roscoe Blvd
North Hills, CA 91343
(818) 787-3800

WORK ORDER
RO NUMBER: 522187

Page Number: 1
Franchise Code:
Technician: APR 18 1
Time Printed: 6:33 PM

Tag Number: 218
BAR #AC011209 RCO11208 AC011208 AC246535

I hereby authorize the work to be done along with the necessary material, and hereby agree to pay for the work and material. I understand that my vehicle will be reassembled within 30 days of the date shown above if I choose not to authorize the services. I have read and understand the information contained on the front and reverse side of this document and have received a copy.

CUSTOMER X
Signature: [Signature]
Name: FORD ESP
Contract Number: AR285617
Expires: FEB 9 13
Deduct: 0.00
Miles In: 2,066
Miles Out: 2,075
TERMS: ☐ CASH ☐ CHECK ☐ CREDIT CARD
PARTS: ☐ SAVE ☒ DISCARD

CUSTOMER INFORMATION
Los Angeles, CA [Redacted]
Spouse: [Redacted]
Phone (H): [Redacted]
Phone (M): [Redacted]
Phone (O) (213): [Redacted]
Comments: [Redacted]
CELL: [Redacted]

VEHICLE INFORMATION
Year: 2010
Make: Ford
Model: Fusion
Color: Gray
License Number: 103564
Stock #: 103564
In Service Date: [Redacted]
Source: [Redacted]
Engine: [Redacted]
VIN: 5FAHP0H7AF [Redacted]
SL Date: FEB 9 10
Suggested Retail Price: \$12,000
Revised Estimate 1: Person Contacted: [Redacted]
Date: [Redacted]
Via: [Redacted]
Projected: [Redacted]
Contacted By: [Redacted]
Time: [Redacted]
Var: ☐ Person
Contacted By: [Redacted]
Time: [Redacted]
Price: 12,000

LABOR INSTRUCTIONS

1 * OPERATION CODE: CEL
FAILURE CODE: [Redacted]
W / Customer States that the check engine light is on. CUSTOMER STATES THAT VEHICLE SHUT OFF WHILE COMING TO A STOP. Verified

CAUSE: ~~CEL~~ Performed recall 10815
UPPER TEM SOFTWARE TEST DONE PHICES.

Placed NO DTS - Trans Inc.
CORRECTION: NO MISFIRE S
10B15

TIME: 23
10B15B

Customer Name (Last, First, Middle Initial)	C.P.	WARR.	MO NO	SSN	PLC	DATE	OFF
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
EMP NO	218	4.5	APR 22	ON			

Galpin Motors Inc
 15505 Roscoe Blvd
 North Hills CA 91343
 (818) 782-3800

Accounting Invoice

Los Angeles, CA

Phone [REDACTED]
 Cell Phone [REDACTED]
 Email Address: none

Year/Make/Model: 2010 Ford Fusion

VIN: 3FAHP0HA7 AR [REDACTED]

License Number: [REDACTED]

Stock Number: 103564

Tag Number: [REDACTED]

Mileage In: 2422
 Mileage Out: 2461

AR Number: [REDACTED]
 Customer Number: [REDACTED]
 PO Number: [REDACTED]
 Auth Number: [REDACTED]
 Service Writer: 90471
 Estimate Amount: \$ [REDACTED]
 Terms & Conditions: [REDACTED]
 Type of Sale: [REDACTED]

Invoice Number: 524944
 Printed: 05/18/2010 6:13 PM
 Copy # 1
 Date Ordered: MAY 7 10
 Date Notified: [REDACTED]
 Date Delivered: [REDACTED]

Customer Signature

DESCRIPTION

COST

HRS or LIST or QTY

LABOR

EXT

TOTAL

GRAND TOTAL

1. Customer statement of problem

W/ - VEHICLE TOWED IN *****SEE RO 522187 TECH 90401*****C/S
 SERVICE ENGINE SOON LIGHT IS ON, VEHICLE WILL NOT SHIFT AND ALSO
 STATES WILL SHUT OFF WHILE DRIVING - DOESNT GO IN REVERSE

Date Job Added: 05/07/10 6:55 AM

1 - Cause / Action to Take

CC

1 - Correction / Action Taken

VERIFIED CONCERN PER CUSTOMER STATEMENT DIAGNOSED
 TRANSMISSION IDS HOOKUP RETRIEVED CODE P2783 PINPOINTED TO
 TORQUE CONVERTOR OVERHEATING CONTACTED HOTLINE WAS
 ADVISED TO REPLACE TORQUE CONVERTOR AND AIRCHECK PORTS
 FOR REVERSE CONCERN TESTED OKAY TEAR DOWN TRANSMISSION
 TO INSPECT AND CLEAN INTERNALLY REASSEMBLED TRANSMISSION
 REPLACED SOLENOID BODY AND TORQUE CONVERTOR CHECKED
 OKAY AFTER REPAIR SOLENOID BODY NOT WORKING PROPERLY

1221.88

Warranty ID 9623

Tech 9040

Mario Chicas

1 12.30

316.60 12.30

99.34 1221.88

2 - Correction / Action Taken

3 - Correction / Action Taken

4 - Correction / Action Taken

5 - Correction / Action Taken

6 - Correction / Action Taken

7 - Correction / Action Taken

Top Part Number

Failed Description

0.00

0.00

0.00

0.00

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Accounting Invoice

2

Los Angeles, CA Phone (H): Phone (W): Cell Phone: Email Address:		A/R Number: Customer Number: PO Number: Auth Number: Service Writer: 90471 Estimate Amount: \$ Terms & Conditions: Type of Sale: Date Delivered:		Invoice Number: 524944 Printed: 05/18/2010 6:13 PM Copy # 1 Date Opened: MAY 7 10 Date Mailed: Date Delivered:																																																																																																																																																																																																																																																																																																																							
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2. Customer statement of problem W/ - Customer States PERFORM RECALL 100C11 - FRONT SEAT MANUAL RECLINER REPLACEMENT 1 - Cause / Action to Take CC 1 - Correction / Action Taken PERFORM RECALL 100C11 Warranty ID 1914 Tech 9029 Dan Hale Top Act Hr 1 2.70 9 88.74 2.70 99.34 268.22 268.22 Sub Total Parts 504.00 Sub Total Job #2 772.22 PAID MAY 17 2010																																																																																																																																																																																																																																																																																																																											
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Accounting Invoice

6

Type of Sale:	Date Delivered:
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Customer

Signature

10

[illegible]

1998

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00:00

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0.00

Retail Co.

0.00	385.
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0.00 1,288.

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0.00

100

Galpin Motors Inc
15505 Roscoe Blvd
North Hills, CA 91343
(818) 787-3800

WORK ORDER
RO NUMBER: 524944

Tag Number: 173

Page Number: 1
File Code: MAY 7 10
Time Printed: 6:55 AM

BAR #AC011208

AC011208 AC011208 AC246835

Date: 1

I hereby authorize the work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle and use the vehicle for the purpose of diagnosing and repairing the vehicle. This authorization is valid for the duration of the work order. A minimum fee of \$2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise. All oil sold in quarts. All antifreeze sold in gallons. All fees sold in dollars. I have read and understand the information contained on the front and reverse side of this document and have received a copy.

NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF \$15.00 PER DAY.
TEAR-DOWN ESTIMATE: I understand that my vehicle will be reassembled within days of the date shown above if I choose not to authorize the service recommended.

CUSTOMER SIGNATURE	TIME RECEIVED	DATE IN	SERVICE WRITER	DATE OUT	COMPLETION DATE
[Signature]	6:54 AM		Steve Walker	MAY 7 10	

SERVICE CONTRACT	NAME	EXP. DATE	EXPIRES	DATE IN	DATE OUT	TERMS
AF295617	FORD ESP	FEB 9 13	2,422			<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD
	DEDUCT	0.00				<input type="checkbox"/> PARTS <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD

CUSTOMER INFORMATION		VEHICLE INFORMATION	
Year	2010	License Number	103564
Make	Ford	Stock #	
Model	Fusion	In Service Date	
Color	Gray	Source	
Phone (H)		Engine	
Phone (W)		SL	SL DAI FEB 9 10
Comments	(323) 382-2940		

LABOR INSTRUCTIONS

OPERATION CODE	TECH 90401	VEHICLE TOWED IN	SEE RO 522187 TECH 90401 C/S SERVICE
PAUSE CODE	92	ENGINE SOON LIGHT IS ON, VEHICLE WILL NOT SHIFT AND ALSO STATES WILL SHUT OFF WHILE DRIVING - DOESN'T GO IN REVERSE	
CAUSE	Diagnosis shows IDS hook up retrieved code P2783 Pin Pointed to torque converter overheating contacted not line up advise to replace torque converter & air wheel boots for reverse concern tested O.K. tests down trying to inspect & clean internal body CORRECTION: Reassembled transmission Replaced Solenoid body & torque converter checked O.K. after repair		
TIME	12.3	(3) Solenoid body not working properly	

EEC CODES	
LINE PRESSURES	
P/N	1200
REV	1400
Q/DRIVE	1500
2ND	1200
STALL PRESSURES	
P/N	1200
REV	1400
Q/DRIVE	1500
2ND	1200
1ST	1200
FRED JONES	
FAR	
REBUILD	
OTHER	

7000F 1.5
F45 .3
A 5.7
A20 .2
A25 .3
A2 4.1
A11 .2

4707

LABOR INSTRUCTIONS

OPERATION CODE
TECH
90249
W / Customer States PERFORM RECALL 10C11 - FRONT SEAT MANUAL RECLINER REPLACEMENT

[Handwritten signature]

10C11D

27

CORRECTION:

TIME

DATE	TIME	OFF	EMP. NO.	SS #	WARR.	C.P.	STATION
12-1-50	10:00	13	5025	1617	173		

BC ✓ Pass

Server: AWS Prod
Claims loaded through: 29-SEP-2010

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VTN: 3FAHP0HA7AR [REDACTED] Vch Line: C/D E - FUSION/M/LAN/MKZ (ZEPHYR) [06-11] Body Shell: *
Model Year: 2010 Market Derived: F - FORD Navis Eng Serial No: 080110100608
Veh Type: C Drive Code: C/A - 2 WHL L/H FRONT DRIVE Engine: C/SB - 2.5L DOHC PFI 170HP DURATEC HE
Inv. Dealer: * Body Cab Style: - 4 DOOR SEDAN-4 LITE Transmission: C/W6 - 6 SPD AUTO TRANS 6F MID-RANGE
Vehicle Status Code: 800 Version/Serial: * - [N/A]

Trace Eng Serial No:

E1111 080110100608 OG 316 AA

Trace Trans Serial No:

A4922 07011000070483259E5F 7000 MA ZS

BUILD INFORMATION:

Region: NA Plant: A3 - HERMOSILLO PLANT BUILD
Country: MEX Prod Date: 16-JAN-2010

SALE INFORMATION:

Region: NA Selling Dealer [code]: GALPIN FORD [171040 - *]
Country: USA Selling Dir-Sr/Prov: CA
Buyer Sr/Prov: *
Arrival Date: 31-JAN-2010 Red Carpet Lease: *
Sale Date: 09-FEB-2010 Fleet/Retail/Co. Lease: R
Warranty Start Date: 09-FEB-2010 Modified Vehicle: * Vehicle Count Flag: Y
Orig Warranty Date: 09-FEB-2010 Recquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

1-----2-----3-----4-----5-----6-----7-----8-----9-----0
P0HAB295617YMCA C F 2 10M8159 SK M 2PW 7TS L JM 2FB SMA 37JA040 4V UD CH DAB
FAH7 9 0 1 202A 9AMCA

INSTALLED OPTION INFORMATION:

Air Conditioning:	C/B - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	*	GVW Class Code:	H
Audio Disk:	* - [N/A]	Instrumentation:	* - [N/A]
AXLE RATIO:	EGAAS - 3.066 FINAL DRIVE RATIO	Mirror(Driver Side):	AD - DRIVER POWER MIRROR
AXLE TYPE:	* - [N/A]	Mirror(Pasngr Side):	AD - PASS POWER CONVEX MIRROR
Battery Amp Rating:	*	Paint:	PNKCD - STERLING GRAY METALLIC
Brake Code:	* - [N/A]	Power Antenna:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radio:	PA - SINGLE CD/MP3 RADIO
Calibration Code:	ADEIF40A	Sound System:	BA - STANDARD AUDIO (BASE)
Color(Accent):	* - [N/A]	Suspns Tandem Axle:	
Color(Trim):	000DW - CHARCOAL BLACK	Tire Manufacturer:	AG - Goodyear
Delivery Type:	0	Tire Brand:	RRAWER - *
Driveshaft Code:	*	Tire Size:	D3HDD - P235/45 R18
Front Seat:	C/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Traction Control:	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Wheel Base:	

TIRE DOT INFORMATION:

LF:	M6RRAWER4709	RF:	M6RRAWER4709
LR:	M6RRAWER4809	RR:	M6RRAWER4709
LI:	*	RI:	*

SPARE: UYMP_ABC4909 DOT Plant Manufacturer: M6 - THE GOODYEAR TIRE & RUBBER COMPANY, LAWTON, OKLAHOMA, UNITED STATES

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	Emission Code:	DGAAC - DGAAC
ESP Coverage(Miles):	*	Emission Cert Type:	5
ESP Coverage(Time):	*	Emission Decal Suffix:	TRD
ESP Plan Year:	*	Engine Family:	AFMXV025VEF
ESP Signature Date:			

Any comments? You can contact



136272

Server: AWS Prod
Claims loaded through: 29-SEP-2010

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 30-SEP-10

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT N/A	VRT ROW	VFG	CCC	CD
MAHND1A2A1	DE	C/D/E	F	C/F/A	*	C/A	A3	C/W6	C/SB	16-01-10	09-02-10	171040	USA	3	6Y20	*	TAP1	*	F09	SXX	V99	A99	82
AWS Claim Key: 323781 Doc #: 06706654 Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 30																							
Dir Cd-Sub Cd: 05449- Name: LLOVIO FORD Ph: 562-9277888 St: CA Cty: USA Reg Cd: N/A Repr Date: 13-APR-10 DIST(Mile):2065																							
Cust Comments: TAP FOR FOR WARRANTY REPAIRS. \$25.00 PER DAY																							
Tech Comments: XXX LOANER FOR FORD. MERCURY WARRANTY REPAIRS																							

MAHND1A2A1	DE	C/D/E	F	C/F/A	*	C/A	A3	C/W6	C/SB	16-01-10	09-02-10	171040	USA	3	3A04	9L82	7A100	C	F04	S11	V29	E29	42
AWS Claim Key: 312178 Doc #: 06706651 Trx Code: S07 Labor Hrs: 4.2 Labor Cost: 409.54 Material Cost: 324.28 Total Cost: 733.82																							
Dir Cd-Sub Cd: 05449- Name: LLOVIO FORD Ph: 562-9277888 St: CA Cty: USA Reg Cd: N/A Repr Date: 13-APR-10 DIST(Mile):2065																							
Cust Comments: CUST STATES CHECK ENGINE LIGHT IS ON CHECK AND ADVISE																							
Tech Comments: CUSTOMER TOOK VEHICLE TO SELLING DEALER.																							

MAHND1A2A1	DE	C/D/E	F	C/F/A	*	C/A	A3	C/W6	C/SB	16-01-10	09-02-10	171040	USA	3	*	*	*	*	F09	SXX	V00	*	*
AWS Claim Key: 381288 Doc #: 5221871 Trx Code: 10B15 Labor Hrs: 3 Labor Cost: 29.8 Material Cost: 0 Total Cost: 29.8																							
Dir Cd-Sub Cd: 05536- Name: GALPIN FORD Ph: 818-7873800 St: CA Cty: USA Reg Cd: N/A Repr Date: 16-APR-10 DIST(Mile):2066																							
Cust Comments: CUSTOMER STATES THAT THE CHECK ENGINE LIGHT IS ON. CUSTOMER STATES THAT VEHICLE SHUT OFF WHILE COMING TO A STOP.																							
Tech Comments: FOUND TCM STRATEGY OUTDATED. UPDATED AND LOADED NEW SOFTWARE INTO TCM. TEST DROVE VEHICLE FOR 40 MILES AND FILLED WITH FUEL FOR CUSTOMER. NO PROBLEMS FOUND AT THIS TIME (TSB 10 B 15)																							

MAHND1A2A1	DE	C/D/E	F	C/F/A	*	C/A	A3	C/W6	C/SB	16-01-10	09-02-10	171040	USA	3	3A15	AL82	70391	A	F04	S11	V29	E29	42
AWS Claim Key: 479004 Doc #: 5249441 Trx Code: S07 Labor Hrs: 10.5 Labor Cost: 1043.07 Material Cost: 1299.52 Total Cost: 2342.59																							
Dir Cd-Sub Cd: 02302- Name: GALPIN FORD Ph: ** St: CA Cty: USA Reg Cd: N/A Repr Date: 07-MAY-10 DIST(Mile):2422																							

Cust Comments: VEHICLE TOWED IN*****SEE RO 522187 TECH 90401*****C/S SERVICE ENGINE SOON LIGHT IS ON. VEHICLE WILL NOT SHIFT AND ALSO STATES WILL SHUT OFF WHILE DRIVING DOESNT GO IN REVERSE

Tech Comments: VERIFIED CONCERN PER CUSTOMER STATEMENT DIAGNOSED TRANSMISSION IDS HOOKUP RETRIEVED CODE P2783 PINPOINTED TO TORQUE CONVERTER OVERHEATING CONTACTED HOTLINE WAS ADVISED TO REPLACE TORQUE CONVERTOR AND AIRCHECK PORTS FOR REVERSE CONCERN TESTED OKAY TEAR DOWN

3641P01A77AR DE C/DE F C/F A * C/A A3 C/W6 C/SH 16-01-09-02-171040 USA 3 * * * F09 SXX V00 *

AWS Claim Key: 479055 Doc #: 5249442 Trx Code: 10C11 Labor Hrs: 2.7 Labor Cost: 268.22 Material Cost: 504 Total Cost: 772.22

Dir Cd-Sub Cd: 02302- Name: GALPIN FORD Ph: *-* City: USA Reg Cd: N/A Repr Date: 07-MAY-10 DIST(Mile):2422

Cust Comments: CUSTOMER STATES PERFORM RECALL 10C11 FRONT SEAT MANUAL RECLINER REPLACEMENT

Tech Comments: PERFORM RECALL 10C11

3641P01A77AR DE C/DE F C/F A * C/A A3 C/W6 C/SH 16-01-09-02-171040 USA 7 6D01 * 7062900 + F07 S08 V03 S55 33

AWS Claim Key: 945074 Doc #: 07148654 Trx Code: 2 Labor Hrs: 7 Labor Cost: 72.21 Material Cost: 0 Total Cost: 72.21

Dir Cd-Sub Cd: 00002- Name: CENTRAL FORD Ph: 562-9277888 St: CA City: USA Reg Cd: N/A Repr Date: 10-AUG-10 DIST(Mile):5288

Cust Comments: PASS SEAT COVER IS COMING LOOSE ADVISE

Tech Comments: R&R COVER REPOSITION FOAM AND COVER RESECURE CLIPS

3641P01A77AR DE C/DE F C/F A * C/A A3 C/W6 C/SH 16-01-09-02-171040 USA 7 2G05 * RECALEM * F04 S11 V48 P59 04


AWS Claim Key: 951371 Doc #: 07148651 Trx Code: S07 Labor Hrs: 3 Labor Cost: 30.95 Material Cost: 0 Total Cost: 30.95

Dir Cd-Sub Cd: 00002- Name: CENTRAL FORD Ph: 562-9277888 St: CA City: USA Reg Cd: N/A Repr Date: 10-AUG-10 DIST(Mile):5288

Cust Comments: OWNER STATE VEHICLE WONT ENGAGE INTO GEAR, TRANS SLIPS WHEN ACCEL. FROM A COMPLETE STOP TAKE FEW SEC

Tech Comments: CHECK FOR DTC PASS REPROGRAM PCM

Any comments? You can contact


webmaster



Source: USDP (2019) Production v 1.2.3
Source Data Frequency = Daily
AR(7) AIC Loss by Volsig: $\times 10^{-3}$

0P12-006 001891LC



BEGINNING OF CONTACT
08/12/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.17

REGION: N1 NEW YORK OGC ISSUE CASE NBR: 1435692230
VIN: 3FAHP0HA5AR [REDACTED] ZONE: A01 OPENED: 2010/08/11
ENGINE: A VEH TYPE: C CLOSED: 2010/08/11

LAST NAME: [REDACTED] STATUS: CLOSED
TITLE: [REDACTED] FIRST NAME: [REDACTED] MI: [REDACTED]
ADDRESS: [REDACTED]
CITY: FORT LEE STATE: NJ ZIP: [REDACTED]
HOME PHONE: [REDACTED]
MODEL YEAR: 2010 MODEL: FUSION
MILEAGE: 3000
DEALER NAME: ALL AMERICAN FORD, I SALES CODE: F13147 P & A: 04253
REASON CODE: 0772 LEGAL - ACCIDENT
SYMPTOMS: 801000 GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: KPARSAN PARSAN, KAVITA

DATE: 2010/08/11 TIME: 12.17.43:
ACTION DATA/COMMENTS:

CUSTOMER SAID: 1. DATE OF THE ACCIDENT-8/10/102. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT-CUST WAS PARKING -WHEN CUST STEPPED ON THE BRAKE VEH JERKED FORWARD-VEH CRASHED INTO A CEMENT WALL 3. IF THERE WERE ANY INJURIES SUSTAINED-NO 4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED-IN A SHOPPING MALL IN FORT LEE5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED-NO 8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.-NOT YET 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.-YES 12. WHAT THE CUSTOMER IS SEEKING -CUST SEEKING FOR FORD TO PAY FOR THE DAMAGES -REPAIR COST WAS \$1700ALL AMERICAN FORD INC. 520 RIVER STREETHACKENSACK, NJ 07601TEL:(201) 487-6700CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-ADV CUST OF 10Q11 FRONT SEAT MANUAL RECLINER REPLACEMENT

CONSUMER AFFAIRS

08/12/2010 FAXOGC2 CONFIDENTIAL



Dealership Fleet Name: Grand Ledge Ford Lincoln
Requesting Dealer Fleet: GRAND LEDGE FORD
PA Code: 09099
Contact Person: CHAD JANDERWSKI
Title: SERVICE MANAGER
Phone Number: 5176278100
Fax Number: 5176272987
Email: SERVICEMGR@GRANDLEDGEFORD.COM
Region: DETROIT
Address: 6080 E. SAGINAW HWY
City: GRAND LEDGE
State: Michigan
Zip Code: 48837

CUSTOMER VEHICLE INFORMATION:

WSD: MERCURY
Vehicle Year: 2010
Vehicle Model: MARINER
Vehicle VIN: 4M2CN2K36AK [REDACTED]
Mileage: 16215
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : OKEMOS
State : Michigan
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]

Customer Region: DETROIT

DETAILS OF INCIDENT:

Accident

Date of Incident: 2011-11-04

County incident occurred: EATON

Is customer alleging a component defect CAUSED the incident? YES

Details: customer states that when pulling into a parking spot and depressing the brake pedal the vehicle did not stop and lunged forward and drove up on a landscape boulder

Was a police report filed? NO

Details :

Has the insurance company been contacted? YES

Insurance company advised: sending out an adjuster

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: grand ledge ford 6080 e. saginaw hwy grand ledge mi 48837

Attorney information:

CVO Contact:

Resolution Customer is seeking: customer does not feel safe in vehicle and wants to trade it in

Comments:

11/8/2011

Work Phone: [REDACTED]

Customer Region: DETROIT

DETAILS OF INCIDENT:

Accident

Date of Incident: 2011-11-04

County incident occurred: EATON

Is customer alleging a component defect CAUSED the incident? YES

Details: customer states that when pulling into a parking spot and depressing the brake pedal the vehicle did not stop and lunged forward and drove up on a landscape boulder

Was a police report filed? NO

Details :

Has the insurance company been contacted? YES

Insurance company advised: sending out an adjuster

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: grand ledge ford 6080 e. saginaw hwy grand ledge mi 48837

Attorney information:

CVO Contact:

Resolution Customer is seeking: customer does not feel safe in vehicle and wants to trade it in

Comments:

Copyright 2011 Ford Motor Company

11/16/2011



From: dcpform@ford.com [mailto:dcpform@ford.com]
Sent: Monday, February 22, 2010 12:45 PM
To: Ordcalp, F (F.)
Subject: Dealer/Fleet Request For OGC Review

Dealer/Fleet Request For OGC Review

Dealership/Fleet Name: John Lance Ford
Requesting Dealer/Fleet: John Lance Ford
Contact Person: Paul Timura
Title: Body Shop Manager
Address: 23775 Center Ridge Rd
Telephone: 440.871.8601
Email Address: timurap@autonation.com
PA Code: 02284
Region: Pittsburgh
City: Westlake
Dealer State: OH
Fax Number: 440.899.2120
WSD: 7/11/2009
Vehicle Year: 2010
Vehicle Model: Fusion
Vehicle VIN: 3FAHP0HA8AR [REDACTED]
Mileage: 5401
Customer/Fleet Name: [REDACTED]
Street Address: [REDACTED]
City: Strongsville
State: Ohio
Zip Code: [REDACTED]

2/22/2010

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: G4 - Pittsburgh

Incident Involves: Accident

Date of Incident: 02/20/2010

County in which incident occurred: Cuyahoga

Is Alleging Defect: Yes

Alleging defect detail: Customer alleges the vehicle accelerated on its own causing customer to hit vehicle in front of him

Police Report Filed: Yes

Police Report detail: Strongsville OH

Insurance Company Contacted: Y

Insurance Company Advice: Repairs have been authorized

Insurance Company Contact Information: Nationwide Blue Ribbon

Coach Builder State: AK - Alaska

Vehicle Location: John Lance Ford Westlake, OH

Resolution Sought Detail: Customer states the vehicle is unsafe to drive and wants Ford to inspect vehicle prior to pick up. Collision repairs have been authorized by Insurance Co and customer

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

2/22/2010



AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY



January 10, 2012

BRANCH CLAIM OFFICE
2401 East Paris Ave. SE • P.O. Box 6368
Grand Rapids, MI 49516-6368
616-949-7880 FAX 616-949-0345
WWW.AUTO-OWNERS.COM

Ford Motor Company
Attn: Michelle Hull
-FAX-

Re: Our Claim No: 6-119-12
Our Insured: [REDACTED]
Date of Loss: 1/7/12

FORD MOTOR CO
RECEIVED
CLAIM
JAN 13 2012
OFFICE OF THE
GENERAL COUNSEL
RECEIVED
1-13-12 Dlc

Dear Ford Motor Company,

As a result of the accident referred to above, a claim has been presented under our insured's Automobile Insurance Policy. Our insured has stated the cause of this accident was due to a sudden acceleration of her 2010 Ford Fusion (VIN 3FAHP0HA8AR[REDACTED]).

Please let this letter serve as formal notice of our subrogation right in the event that our investigation shows a mechanical malfunction caused this loss. Please have your own inspector contact us immediately so we may coordinate an inspection of the vehicle.

Thank you for your attention in this matter.

Sincerely,

Kelly Herman
Branch Claims Representative
Ext 7992

Maggie
Do47209

DRP32099

~ Serving Our Policyholders and Agents for More Than 90 Years ~





**Service of Process
Transmittal**

10/24/2011

CT Log Number 519364487



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

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Cover Sheet, Notice, Complaint, Verification, Exhibit(s)

COURT/AGENCY: Philadelphia County - Court of Common Pleas, PA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Breach of warranty - Defective battery and abnormal vehicle shuts off on new 2010 Ford Fusion - VIN 3FAHP0JG7AR2 [REDACTED]

ON WHOM PROCESS WAS SERVED: CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE: By Certified Mail on 10/24/2011 postmarked on 10/20/2011

JURISDICTION SERVED : Pennsylvania

APPEARANCE OR ANSWER DUE: Within 20 days

ATTORNEY(S) / SENDER(S): Robert A. Rapkin
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002
215-540-8888

ACTION ITEMS: [REDACTED] via Fed Ex Priority Overnight, [REDACTED]
Image SOP
Email Notification: [REDACTED]

SIGNED: CT Corporation System
PER: Sabra Dudding
ADDRESS: 116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101
TELEPHONE: 717-234-6004

Page 1 of 1 / AB

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

ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL²

¹ Member, PA Bar
² Member, NJ Bar
³ Member, DE Bar
⁴ Member, NY Bar
⁵ Member, MA Bar
⁶ Member, MD Bar
⁷ Member, OH Bar
⁸ Member, MI Bar
⁹ Member, NH Bar
¹⁰ Member, CT Bar
¹¹ Member, TN Bar
¹² Member, WY Bar
¹³ Member, DC Bar
¹⁴ Member, CA Bar



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS

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

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

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 210-7344

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

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUILINE C. HERRITT¹⁵
ROBERT A. RAPKIN¹⁶
ANGELA K. TROCENI¹⁷
FRED DAVIS¹⁸
AMY L. BERNICOFF¹⁹
CHRISTINA GILL ROSEMAN²⁰
RICHARD A. SCHOLER²¹
TARA L. PATTERSON²²
W. CHRISTOPHER COMPTON²³
TIMOTHY J. ABEEL, JR.²⁴

October 20, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

RE: [REDACTED] v. Ford Motor Company
October Term 2011, No. 002562

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Ford Motor Company in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note:** A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,


Richard A. Schofer

RAS\jh

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

OCTOBER 2011

E-Filing Number: 1110029036

PLAINTIFF'S NAME

[REDACTED]
PHILADELPHIA PA [REDACTED]

DEFENDANT'S NAME

FORD MOTOR COMPANY

DEFENDANT'S ADDRESS

C/O CT CORPORATION 116 PINE STREET SUITE 320
HARRISBURG PA 17101

PLAINTIFF'S NAME

[REDACTED]
PHILADELPHIA PA [REDACTED]

DEFENDANT'S NAME

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

2

TOTAL NUMBER OF DEFENDANTS

1

COMMENCEMENT OF ACTION

☒ Complaint

☐ Petition Action

☐ Notice of Appeal

☐ Writ of Summons

☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY

☒ \$50,000.00 or less

☐ More than \$50,000.00

COURT PROGRAMS

☒ Arbitration

☐ Jury

☐ Non-Jury

☐ Other:

☐ Mass Tort

☐ Savings Action

☐ Petition

☐ Commerce

☐ Minor Court Appeal

☐ Statutory Appeals

☐ Settlement

☐ Minors

☐ W/D/Survival

CASE TYPE AND CODE

10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

**FILED
PRO PROTHY
OCT 20 2011
J. MURPHY**

IS CASE SUBJECT TO
COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: CLIFFORD L WHEELER , ANNJEANETTE WHEELER
Papers may be served at the address set forth below.

NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY

ROBERT A. RAPKIN

ADDRESS

30 EAST BUTLER PIKE
AMBLER PA 19002

PHONE NUMBER

(215) 540-8888

FAX NUMBER

(215) 540-8817

SUPREME COURT IDENTIFICATION NO.

61628

E-MAIL ADDRESS

rarphillyefile@lemonlaw.com

SIGNATURE OF FILING ATTORNEY OR PARTY

ROBERT RAPKIN

DATE SUBMITTED

Thursday, October 20, 2011, 09:48 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:30 AM - 06/25/2012

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

This matter will be heard by a Board of Arbitrators at the time, date and place specified above. If you are not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties.

There is no right to a trial de novo made, from a decision entered by a Judge.

30 East Butler Pike

Andover, PA 17002

(215) 540-8888

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEREIN REQUESTED.
2013 JUN 25 10:48 am
NOTARY PUBLIC

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

Philadelphia, PA

v.

CIVIL ACTION

FORD MOTOR COMPANY
CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

NOTICE TO DEFEND

CODE: 1900

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Case ID:

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFFS

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

Philadelphia, PA

v.

FORD MOTOR COMPANY
CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT

CODE: 1900

1. Plaintiffs, [REDACTED] are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, [REDACTED] Philadelphia, PA [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about March 3, 2010, Plaintiffs purchased a new 2010 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHP0JG7AR [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

Case ID: [REDACTED]

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$41,128.72. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective battery and abnormal vehicle shuts off. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

12. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

Case ID: [REDACTED]

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

14. Chatman Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about March 03, 2010, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

21. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

Case ID: [REDACTED]

23. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

Case ID: [REDACTED]

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

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

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

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

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

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

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

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

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

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

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

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

Case ID: [REDACTED]

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

46. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

Case ID: [REDACTED]

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.


By: 

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Case ID: 

V E R I F I C A T I O N

Robert A. Rapkin, states that they are the attorney for the Plaintiffs herein; that they are acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs

Case ID: [REDACTED]

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE

1-800-727-7000

Ford
Credit

www.fordcredit.com

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

SELLER/CREDITOR (Seller Name and Address)

CHAPMAN FORD SALES, INC.
9121 ROOSEVELT BLVD
PHILADELPHIA PA 19111

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The Seller/Creditor is referred to as "we," "us" or "Seller." You, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you 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	19	2010 FORD	FUSION	3EAMP1674R	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price \$ 2181.23 (1)

2. Down Payment

Third Party Rebate Assigned to Seller \$ 2500.00

Cash Down Payment \$

Trade-in \$ N/A \$

Year and Make Gross Allowance Amount Owning

Total Down Payment \$ 2500.00 (2)

3. Unpaid Balance of Cash Price (1 minus 2) \$ 2908.23 (3)

4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)

To Public Officials:

(i) for license \$ N/A, title \$ 22.50, &

registration \$ 6.00, fees \$ 24.50

(ii) for filling fees \$ 5.00

(iii) for taxes (not in Cash Price) \$ 2539.49 \$ 2572.99

To Insurance Companies for:

Credit Life Insurance (for term of contract) \$ N/A

Credit Disability Insurance (for term of contract) \$ N/A

N/A (Term N/A Months) \$ N/A

FORD GAP (Term N/A Months) \$ N/A

To CHAPMAN FORD SALES for GAP WAIVER \$ 620.00

To CHAPMAN FORD SALES for ONLINE FEE \$ 15.00

To CHAPMAN FORD SALES for DOC FEE \$123.00 \$ 123.00

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To FORD ESP for SERVICE CONTRACT \$ 1380.00

Total \$ 4710.99 (4)

5. Amount Financed (3 plus 4) \$ 34982.22 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
3.90 %	\$ 4235.50	\$ 34982.22	\$ 38620.72	of \$ 2500.00 \$ 41128.72

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
72	536.51	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
N/A	N/A	starting APRIL 02, 2010
N/A	N/A	N/A

INSURANCE

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

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

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

Credit

☐ Life N/A Insurance Company

\$ N/A Premium Insured(s)

You want Credit Life Insurance.

Buyer Signs

Co-Buyer Signs

Credit

☐ Disability N/A Insurance Company

\$ N/A Premium Insured(s)

You want Credit Disability Insurance.

Buyer Signs

Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company Premium and Term in Months

N/A

By N/A

PLAINTIFF'S
EXHIBIT

Case ID A1100256

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

EXCESS WEAR, USE AND MILEAGE CHARGES

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

EXTRA MILEAGE OPTION CREDIT

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

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

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

Buyer
Signs

Anti-Theft Product (Optional)

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

N/A
N/A
N/A

\$ _____ Term _____
\$ _____ Term _____
\$ N/A Term N/A

Buyer Signs **X**

NON-MODIFICATION DISCLOSURE

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

Buyer
Signs

Co-Buyer
Signs

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

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

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an
Keep it to protect your legal rights.

Buyer
Signs

Co-Buyer **X**
Signs

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

Buyer **X**
Signs

Co-Buyer **X**
Signs

Seller CHAPMAN FORD SALES, INC.

By **X**

Title _____

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

ASSIGNMENT

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

To contact Assignee about this contract, call 1-800-727-7000, or visit their website at www.fordmotorcredit.com

Seller

CHAPMAN FORD SALES, INC.

By **X**

Title _____

CHAPMAN

CHRYSLER

AUTO STORES



LINCOLN

MERCURY

www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW



CUSTOMER NO. 54100	ADVISEE JOHN SEGALINE	5159	TAG NO. 0388	INVOICE DATE 10/10/11	INVOICE NO. FOC5714332
	LABOR RATE	LICENSE NO.	MILEAGE 13,760	COLOR STERLING GRY	STOCK NO. 21139
PHILADELPHIA, PA	VEHICLE MAKE/MODEL 10/FORD/FUSION/4DR-SDN I4 SEL FWD	DELIVERY DATE 03/03/10	DELIVERY MILES 19		
	VEHICLE I.D. NO. 3FAHP0JG7AR	DEALER NO. 100	PRODUCTION DATE		
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/04/11		
	COMMENTS				MO: 13790

JOB# 1 CHARGES

LABOR
J# 1 15FOZ-2 DRIVABILITY REPAIR HOURS: TECH(S):9190
CUST STATES VEHICLE CUTS OFF, THIS IS THE 3RD TIME IN!
NO COES IN MEMORY ROAD TEST SEFVERAL MILES COULD NOT
DUPLICATE OWNERS CONCERN

0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL

0.00

COMMENTS
TUESDAY NIGHT DROP

TECHNICIAN CERTIFICATION
9190

JEROME L TRZASKA

7825

TOTALS

* METHOD OF PAYMENT *
* [] CASH [] CHECK No [] VISA/MC *
* [] AMEX [] DISCOVER [] DINER'S CLUB [] A/R *
* RECEIVED BY DATE *

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

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

CUSTOMER SIGNATURE



CUSTOMER NAME/PHONE NUMBER

[REDACTED]

CUSTOMER LIST

ADDRESS

[REDACTED]
PHILADELPHIA PA [REDACTED]

STATUS

No Open Issues

Ford Confidential

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](#)

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Report Detail Section : [View Details](#)

[Attachments: 0](#)

Report# :	BJKE6719 CACVOC--or-- C1 00005892707M	Received:	10/12/2011
CCRG/EPRC:		Date:	
Vehicle:	2010,FUSION ,SEL ,4 DOOR ,SEDAN ,3FAHP0JG7AR	Build Date:	12/16/2009
Odometer :	13,700 M	Engine:	3.0L 4V
Transmission:	6SP 6F MID	Axle:	3.208 FDR
Dealer:	USA 01305 McCafferty Ford Sales, Inc.	A/C:	YES
City:	Langhorne	Phone#:	(215) 945-8000
Originator:		State:	Pennsylvania
Symptom:	5 54 3 00 DRV PERF,LACK/LOSS PWR ,CRUISE/STEADY,UNKNOWN	Country :	USA
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:			
Fix:			
Condition Code:			
Cust:		Home Phone:	(000) 000 - 0000
Work Phone:	(000) 000 - 0000	Region:	N3 Philadelphia
Case Status:	Date: 00 / 00 / 0000	Vehicle Paint:	STERLING GRAY METALL

KOEO:

KOEC:

KOER:

Comments:

AUDIT 10/20/2011 08:30PM
DEALER USA 01431 CHANGED TO USA 01305 BY ORCAC

OWNREL CUSTOMER SAID: -AS THE VEH IS CRUISING ON THE EXPRESSWAY THE VEH HAS A LOSS OF POWER -WRENCH CAME ON-THE ISSUE IS INTERMITTEN -WHEN AT A COMPLETE STOP THE STALL WHEN YOU TRY TO START IT THERE IS A CLICKING NOISE -DLRSHP CHANGED THE BATTERY AS IT HAD A BAD CELL -THE VEH HAS EXPERIENCED THIS AFTER THE NEW BATTERY WAS INSTALLED -CUST BROUGHT TO THE DRLHSP AND THEY SAID THEY COULD NOT FIND ANYTHING -EVERYTIME THE VEH IS PUT IN REVERSE IT HESTIATES AND BUCKS AND JERKS -DLRSHP WAS NOT ABLE TO DUPLICATE -CUST HAS BROUGHT THE VEH TO THE DLRHSP 3 TIMES FOR THE SAME PROBLEM -CUST IS AFRAID OF THE SAFETY OF HIS FAMILY -CUST HAS SPOKE TO HIS ATTORNEY BUT HE DOESNOT WANT TO FILE LEMON LAW -HE JUST WANTS THE VEH FIXEDDEALER SAID: CHAPMAN FORD SALES, INC. SCHEDULE SERVICE 9371 ROOSEVELT BOULEVARDPHILADELPHIA PA 19114(866) 577-2408CRC 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-CALL AT [REDACTED] CALL ANYTIME

OWNREL OBC TO SM PETE [REDACTED] - SM STATES THAT THEY COULD NOT DUPLICATE CONCERN. CUSTOMER CURRENTLY HAS THE VEHICLE.OBC TO CUSTOMER [REDACTED] - CUSTOMER STATES THAT THE VEHICLE IS STALLING ON THE EXPRESSWAY AND UPON STOPPING. CUSTOMER STATES THAT HE WILL BE TAKING VEHICLE TO A DIFFERENT DEALERSHIP ON MONDAY. FU 10-17-2011

OWNREL OBC TO CUSTOMER [REDACTED] - CUSTOMER STATES THAT HE DROPPED THE VEHICLE OFF AT HOPKINS FORD SUNDAY NIGHT. GOT A PHONE CALL MONDAY MORNING STATING THAT THE KEY HE DROPPED IN THE DROP BOX WAS BENT AND THEY COULD NOT SERVICE THE VEHICLE. CUSTOMER BROUGHT SPARE KEY TO PICK

UP CAR AND IS BLAMING THE DEALERSHIP FOR THE BENT KEY - DEALER ASKED HIM TO LEAVE AND WILL NOT SERVICE HIS VEHICLE. CUSTOMER STATES THAT HE WILL BE IN TOUCH WITH HIS LAWYER. CUSTOMER STATES THAT HE WILL BE TAKING THE VEHICLE TO YET ANOTHER DEALERSHIP AND ASK I FU WITH HIM WEDNESDAY 10-19-2011

OWNREL TRANSFERRING TO MCCAFFERTY P&A 01305 - DUE TO CUSTOMER WANTING TO GO TO ANOTHER DEALERSHIP. CUSTOMER VEHICLE CURRENTLY AT DEALERSHIP.

OWNREL OBC TO SA GERRY @ 215-945-8000 EXT 7542 - SA STATED THAT THEY DROVE THE VEHICLE AND IT DID NOT STALL FOR THEM. THEY ARE KEEPING IT OVER NIGHT TO LOOK FURTHER INTO THE CONCERN TOMORROW. OBC TO CUSTOMER @ [REDACTED] - ADVISED THAT I AM GOING TO GIVE THE DEALERSHIP TOMORROW TO LOOK AT THE VEHICLE AND FU 10-21-2011 - CUSTOMER WAS HAPPY. CUSTOMER STATES THAT GERRY APOLOGIZED FOR GETTING OFF ON THE WRONG FOOT AND ALL IS WELL!

OWNREL OBC TO SM JERRY @ 215-945-8000 EXT 7542 - UNABLE TO DUPLICATE CONCERN - PUT 35 MILES ON VEHICLE - CUSTOMER PICKED UP VEHICLE. OBC TO CUSTOMER @ [REDACTED] - CUSTOMER STATES THAT HE IS NOT SURE WHY THE SM WOULD NOT GIVE HIM A RENTAL - CUSTOMER STATES IT IS INCONVENIENT TO TAKE IT BACK TO THE DEALERSHIP - CUSTOMER STATES A RENTAL SHOULD BE THE LEAST OF HIS PROBLEMS - BUT THEN CUSTOMER ASKS WHO IS GOING TO PAY FOR THE RENTAL - CSM ADVISED THAT I COULD LOOK INTO REIMBURSEMENT BUT ITS NOT GUARANTEED. ADVISED CUSTOMER TO LET SM KNOW THAT HE NEEDS A RENTAL VEHICLE AND ADVISED CUSTOMER TO HAVE HIS VEHICLE FUEL TANK FULL FOR THE DEALERSHIP TO BE ABLE TO DRIVE THE VEHICLE AND DUPLICATE THE CONCERN SET FU 10-25-2011. CUSTOMER TRIED GIVING CSM THE NUMBER TO HIS LAWYER, CSM ADVISED THAT HIS LAWYER WOULD NEED TO CONTACT OUR LEGAL DEPARTMENT AND THAT I WOULD NOT BE HIS LAWYERS CONTACT. CUSTOMER STATED HE WOULD HAVE HIS LAWYER CONTACT CSM ANGELA. I AGAIN ADVISED CUSTOMER THAT HIS LAWYER WOULD NEED TO CONTACT FORD MOTOR COMPANY'S LEGAL DEPARTMENT.

OWNREL AS PER NOTED ABOVE - CUST HAS LEGAL COUNSEL - CSM CLOSNG CASE

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Folder Number:

File Report To This Folder

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Requester: RHERR011

Report Summary

Server: ECCWS686

Ford Proprietary, Private

27-Oct-2011

Retention: None

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
10/25/2011 CLOSED	[REDACTED] CLP - IN - SERVICE REPAIR - AT RISK	3FAHP0JG7AR [REDACTED] 323062841	2010 FUSION	04
10/12/2011 CLOSED	[REDACTED] CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0JG7AR [REDACTED] 323062841	2010 FUSION	01

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG7AR [REDACTED] Year: 2010 Model: FUSION Case: 323062841
 Name: [REDACTED] Owner Status: Original WSD: 2010-03-03
 Symptom Desc: LOSS OF POWER CRUISE Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 10/12/2011

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
 Dealer: 01431 CHAPMAN FORD SALES, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 13700 MI Comm Type: PHONE
 Analyst Name: JENNINGS, DIANE Analyst: DJENNI42
 Action Date: 10/11/2011 Action Time: 08.58.25.560 Action Data: Yes

Comments CUSTOMER SAID: -AS THE VEH IS CRUISING ON THE EXPRESSWAY THE VEH HAS A LOSS OF POWER -WRENCH CAME ON-THE ISSUE IS INTERMITTENT -WHEN AT A COMPLETE STOP THE STALL WHEN YOU TRY TO START IT THERE IS A CLICKING NOISE -DLRSHP CHANGED THE BATTERY AS IT HAD A BAD CELL -THE VEH HAS EXPERIENCED THIS AFTER THE NEW BATTERY WAS INSTALLED -CUST BROUGHT TO THE DRLHSP AND THEY SAID THEY COULD NOT FIND ANYTHING -EVERYTIME THE VEH IS PUT IN REVERSE IT HESTIATES AND BUCKS AND JERKS -DLRSHP WAS NOT ABLE TO DUPLICATE -CUST HAS BROUGHT THE VEH TO THE DLRHSP 3 TIMES FOR THE SAME PROBLEM -CUST IS AFRAID OF THE SAFETY OF HIS FAMILY -CUST HAS SPOKE TO HIS ATTORNEY BUT HE DOESNOT WANT TO FILE LEMON LAW -HE JUST WANTS THE VEH FIXED DEALER SAID: CHAPMAN FORD SALES, INC. SCHEDULE SERVICE 9371 ROOSEVELT BOULEVARD PHILADELPHIA PA 19114 (866) 577-2408 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- CALL AT [REDACTED] CALL ANYTIME

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 01431 CHAPMAN FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 13700 MI Comm Type: PHONE
 Analyst Name: TRETENERO, ANGELA Analyst: ATRETTEN
 Action Date: 10/12/2011 Action Time: 12.08.56.802 Action Data: Yes

Comments OBC TO SM PETE 215-698-7000 - SM STATES THAT THEY COULD NOT DUPLICATE CONCERN. CUSTOMER CURRENTLY HAS THE VEHICLE. OBC TO CUSTOMER [REDACTED] - CUSTOMER STATES THAT THE VEHICLE IS STALLING ON THE EXPRESSWAY AND UPON STOPPING. CUSTOMER STATES THAT HE WILL BE TAKING VEHICLE TO A DIFFERENT DEALERSHIP ON MONDAY. FU 10-17-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-17-2011
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 01431 CHAPMAN FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 13700 MI Comm Type: PHONE
 Analyst Name: TRETENERO, ANGELA Analyst: ATRETTEN
 Action Date: 10/17/2011 Action Time: 10.06.37.016 Action Data: Yes

Comments OBC TO CUSTOMER [REDACTED] CUSTOMER STATES THAT HE DROPPED THE VEHICLE OFF AT

HOPKINS FORD SUNDAY NIGHT. GOT A PHONE CALL MONDAY MORNING STATING THAT THE KEY HE DROPPED IN THE DROP BOX WAS BENT AND THEY COULD NOT SERVICE THE VEHICLE. CUSTOMER BROUGHT SPARE KEY TO PICK UP CAR AND IS BLAMING THE DEALERSHIP FOR THE BENT KEY - DEALER ASKED HIM TO LEAVE AND WILL NOT SERVICE HIS VEHICLE. CUSTOMER STATES THAT HE WILL BE IN TOUCH WITH HIS LAWYER. CUSTOMER STATES THAT HE WILL BE TAKING THE VEHICLE TO YET ANOTHER DEALERSHIP AND ASK I FU WITH HIM WEDNESDAY 10-19-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-19-2011
TIME OF FOLLOW UP (HH:MM):	18:30

Action: TRANSFER ISSUE
Dealer: 01305 MCCAFFERTYFORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 13700 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO, ANGELA **Analyst:** ATRETEN
Action Date: 10/19/2011 **Action Time:** 10.36.51.764 **Action Data:** No

Comments TRANSFERRING TO MCCAFFERTY P&A 01305 - DUE TO CUSTOMER WANTING TO GO TO ANOTHER DEALERSHIP. CUSTOMER VEHICLE CURRENTLY AT DEALERSHIP.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01305 MCCAFFERTYFORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 13700 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO, ANGELA **Analyst:** ATRETEN
Action Date: 10/19/2011 **Action Time:** 15.40.30.274 **Action Data:** Yes

Comments OBC TO SA GERRY @ 215-945-8000 EXT 7542 - SA STATED THAT THEY DROVE THE VEHICLE AND IT DID NOT STALL FOR THEM. THEY ARE KEEPING IT OVER NIGHT TO LOOK FURTHER INTO THE CONCERN TOMORROW. OBC TO CUSTOMER [REDACTED] - ADVISED THAT I AM GOING TO GIVE THE DEALERSHIP TOMORROW TO LOOK AT THE VEHICLE AND FU 10-21-2011 - CUSTOMER WAS HAPPY. CUSTOMER STATES THAT GERRY APOLOGIZED FOR GETTING OFF ON THE WRONG FOOT AND ALL IS WELL!

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-21-2011
TIME OF FOLLOW UP (HH:MM):	18:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01305 MCCAFFERTYFORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 13700 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO, ANGELA **Analyst:** ATRETEN
Action Date: 10/21/2011 **Action Time:** 16.29.37.263 **Action Data:** Yes

Comments OBC TO SM JERRY @ 215-945-8000 EXT 7542 - UNABLE TO DUPLICATE CONCERN - PUT 35 MILES ON VEHICLE - CUSTOMER PICKED UP VEHICLE. OBC TO CUSTOMER @ [REDACTED] - CUSTOMER STATES THAT HE IS NOT SURE WHY THE SM WOULD NOT GIVE HIM A RENTAL - CUSTOMER STATES IT IS INCONVENIENT TO TAKE IT BACK TO THE DEALERSHIP - CUSTOMER STATES A RENTAL SHOULD BE THE LEAST OF HIS PROBLEMS - BUT THEN CUSTOMER ASKS WHO IS GOING TO PAY FOR THE RENTAL - CSM ADVISED THAT I COULD LOOK INTO REIMBURSEMENT BUT ITS NOT GUARANTEED. ADVISED CUSTOMER TO LET SM KNOW THAT HE NEEDS A RENTAL VEHICLE AND ADVISED CUSTOMER TO HAVE HIS VEHICLE FUEL TANK FULL FOR THE DEALERSHIP TO BE ABLE TO DRIVE THE VEHICLE AND DUPLICATE THE CONCERN SET FU 10-25-2011. CUSTOMER TRIED GIVING CSM THE NUMBER TO HIS LAWYER, CSM ADVISED THAT HIS LAWYER WOULD NEED TO CONTACT OUR LEGAL DEPARTMENT AND THAT I WOULD NOT BE HIS LAWYERS CONTACT. CUSTOMER STATED HE WOULD HAVE HIS LAWYER CONTACT CSM ANGELA. I AGAIN ADVISED CUSTOMER THAT HIS LAWYER WOULD NEED TO CONTACT FORD MOTOR COMPANY'S LEGAL DEPARTMENT.

Data Element Name**Data Value**

DATE OF FOLLOW UP:

10-25-2011

TIME OF FOLLOW UP (HH:MM):

18:30

Action: CUSTOMER RETAINED LAWYER**Dealer:** 01305 MCCAFFERTYFORD SALES, INC.**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM**Odometer:** 13700 MI**Comm Type:** PHONE**Analyst Name:** MCDUGAL,NANCY**Analyst:** NMCDUG1**Action Date:** 10/25/2011**Action Time:** 11.40.08.929 **Action Data:** No**Comments** AS PER NOTED ABOVE - CUST HAS LEGAL COUNCEL - CSM CLOSNG CASE

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG7AR1 [REDACTED] Year: 2010 Model: FUSION Case: 323062841
Name: [REDACTED] Owner Status: Original WSD: 2010-03-03
Symptom Desc: LOSS OF POWER ACCELERATION Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: REZIAH, LASHANA

Analyst: LREZIAH

Action Date: 10/12/2011

Action Time: 08.14.38.892

Action Data: No

Comments CUSTOMER SAID: -SEE HISTORICALS -CUST IS CHECKING THE STAUTS OF HIS CASE-CALLED CRC AND WAS TOLD THAT SOMEONE WILL CALL HIM AND NO ONE DID-THE VEH SHUT OFF AGAINCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADVISE CUST THAT IT IS TWO DAYS WHICH IS TOMORROW

Ford Confidential



Fleet Request for Office of the General Counsel Review

Fax the completed form to Alma Taylor @ (888) 683-9898

Date: 10/28/11

Case #: _____

Supporting documents included in fax? (circle one) Yes or No (#Pages _____)

FLEET INFO

Fleet Name: [REDACTED]

Contact: _____

Address: _____

Title: _____

Phone: _____

Is this a Fleet Managed vehicle? (circle one) Yes or No

If yes, please provide the following:

MANAGED FLEET INFO

Fleet Name: Wheels Inc.

Contact: Ricardo Garcia

Address: 666 Garland Place

Title: Warranty Admin.

Des Plaines, IL 60014

Phone: (847) 544-4716

Who will be the single point of contact? Primary Fleet contact person or Managed Fleet Contact Person

***There Can Only Be One Single Point of Contact For A Claim ***

VEHICLE INFORMATION

Vehicle Year: 2009

Vehicle Model: Escape

VIN: 1FMCU03709K [REDACTED]

Warranty Start Date: 5/6/2009

CURRENT VEHICLE LOCATION

Name of Business or Dealer: Marmin Collision North

Address: 150 Bruckner Blvd Bronx, NY 10454

Contact: Jeff

Title: _____

DETAILS OF INCIDENT

Incident Involves:

X Accident ☐ Fire ☐ Injury ☐ Medical Attention Sought

Description of Incident: ** Driver contending vehicle accelerated on its own and struck 2 parked cars.

* Do not request investigation if repairs have been completed.

Was a Police/Fire report made? (circle one) Yes or No

What is the alleged defect: _____

RECEIVED
NOV 01 2011
AT

RECEIVED
NOV 01 2011
AT

Has the alleged defective part been repaired or replaced? (circle one) Yes or No

What was the city, state and date of occurrence: Great Neck, NY 10/18/11

What was the mileage at time of occurrence: 30,087 miles

List all after market additions or modifications that were made to the vehicle

None.

Was the engine running? (circle one) Yes or No

Were the keys in the ignition? (circle one) Yes or No

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

If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

Chubb Insurance - Pol# [REDACTED] no claim info available

FORD FLEET REPRESENTATIVE CONTACT

Name: _____

CDS ID: _____

Phone: _____

Fax: _____

ATTORNEY INFORMATION

Attorney Involved? (circle one) Yes or No

If yes, Attorney's Name: _____

Phone #: _____

ADDITIONAL COMMENTS/INSTRUCTIONS:



Account No. 05712

CEI-PA

EM

Attention : Christi Milask

Cei Claims Management

Customer Service:

Metro Reporting Customer Support 1-800-245-6686 or help@metroreporting.com

Metropolitan Reporting Bureau
Box 926, William Penn Annex
Philadelphia, PA 19105-0926
Fax (800) 343-9047

Type of Report: AUTO ACCIDENT

INSURED : [REDACTED]
CLAIM NUMBER: [REDACTED]
POLICY NUM. : [REDACTED]
DATE OF LOSS: 10/18/11
LOSS STREET: [REDACTED]
LOSS CITY : GREAT NECK NY
POLICE DEPT.: 6
REPORT NUM. : [REDACTED]
INS. DRIVER : [REDACTED]
OTHER DRIVER:
PCT./DIST. : 6
DESC.OF OTHER:

THANK YOU FOR THE ORDER!

Any questions or problems please feel free to contact us.

PH. (800) 245-6686 or Help@MetroReporting.com



4035375894

POLICE ACCIDENT REPORT
MV-104A (3/04)

Local Codes

06-3359-11

G8D222000321

☐ AMENDED REPORT

1		Accident Date		Month	Day	Year	Days/Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene	Left Scene	Police Photos	20
-		10	18	2011	Tuesday		20:30	3	0	0		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	-
VEHICLE 1 VEHICLE 2 <input type="checkbox"/> BICYCLIST <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> OTHER PEDESTRIAN															
2		VEHICLE 1 - Driver License ID Number [REDACTED] State of Lic. NY Driver Name - exactly as printed on license [REDACTED] Address (Include Number and Street) [REDACTED] Apt. No. [REDACTED] City or Town GREAT NECK State NY Zip Code [REDACTED]							VEHICLE 2 - Driver License ID Number [REDACTED] State of Lic. [REDACTED] Driver Name - exactly as printed on license [REDACTED] Address (Include Number and Street) [REDACTED] Apt. No. [REDACTED] City or Town [REDACTED] State [REDACTED] Zip Code [REDACTED]				21		
3		Date of Birth	Sex	Unlicensed	No. of Occupants	Public Property Damaged	Date of Birth	Sex	Unlicensed	No. of Occupants	Public Property Damaged				22
1		[REDACTED]	F	<input type="checkbox"/>	01	<input type="checkbox"/>	[REDACTED]	[REDACTED]	<input type="checkbox"/>	00	<input type="checkbox"/>				-
4		Name - exactly as printed on registration [REDACTED] Sex C Date of Birth [REDACTED] Address (Include Number and Street) [REDACTED] Apt. No. [REDACTED] Haz. Mat. Code [REDACTED] Released <input type="checkbox"/>							Name - exactly as printed on registration [REDACTED] Sex [REDACTED] Date of Birth [REDACTED] Address (Include Number and Street) [REDACTED] Apt. No. [REDACTED] Haz. Mat. Code [REDACTED] Released <input type="checkbox"/>				23		
4		City or Town DES PLAINES State IL Zip Code [REDACTED]							City or Town GREAT NECK State NY Zip Code [REDACTED]				24		
5		Plate Number	State of Reg.	Vehicle Year & Make	Vehicle Type	Ins. Code	Plate Number	State of Reg.	Vehicle Year & Make	Vehicle Type	Ins. Code				3
1		[REDACTED]	NY	2009 FORD	SUBN	124	[REDACTED]	NY	2003 BMW	SUBN	711				-
6		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.													25
1		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.													3
7		Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.													26
1		Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.													10
8		VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact [REDACTED] Box 2 - Most Damage [REDACTED] Enter up to three more damage codes [REDACTED]													27
1		VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact [REDACTED] Box 2 - Most Damage [REDACTED] Enter up to three more damage codes [REDACTED]													1
9		ACCIDENT DIAGRAM See the last page of the MV-104A for the accident diagram.													28
1		Cost of repairs to any one vehicle will be more than \$1000. <input checked="" type="checkbox"/> Unknown/Unable to determine <input type="checkbox"/> Yes <input type="checkbox"/> No													1
10		Reference Marker Coordinates (if available) Latitude/Northing: Longitude/Easting:													29
1		Place Where Accident Occurred: County NASSAU <input type="checkbox"/> City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town of GREAT NECK PLAZA Road on which accident occurred 40 GREAT NECK RD (Route Number or Street Name) at 1) intersecting street [REDACTED] (Route Number or Street Name) or 2) 1000 feet miles <input type="checkbox"/> N <input type="checkbox"/> S of S MIDDLE NECK RD (Milepost, Nearest intersecting Route Number or Street Name)													30
11		Accident Description/Officer's notes VEHICLE 1 COLLIDED WITH VEHICLE 2 AND THEN VEHICLE 1 COLLIDED WITH VEHICLE 3. MOTORIST OF VEH 1 STATES WHILE MAKING LEFT TURN THE VEHICLE MALFUNCTIONED CAUSING IT TO ACCELERATE AT A HIGH RATE OF SPEED INTO VEH 2 AND VEH 3. SOLE WITNESS KACEY MCDONALD STATED SHE OBSERVED VEH 1 TURNING LEFT AT A HIGH RATE OF SPEED, VEH 1 TOWED FROM SCENE. VEH 2 AND 3 REMOVED FROM SCENE BY OWNERS. REPORTED FOR INSURANCE PURPOSES. WITNESS #1 - KACEY MCDONALD 29 WEST DR MANHASSET NY 11030 (516) 627-8783 Ext.													1
12		Names of all involved Date of Death Only													
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New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
 MV-104A (3/04)

Local Codes
 06-3359-11

G6D22200321

☐ AMENDED REPORT

1 Accident Date Month: 10 Day: 18 Year: 2011		Day of Week: Tuesday		Military Time: 20:30		No. of Vehicles: 3		No. Injured: 0		No. Killed: 0		Not Investigated at Scene <input type="checkbox"/>		Left Scene <input type="checkbox"/>		Police Photos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2 VEHICLE 3 VEHICLE 1 - Driver License ID Number: [REDACTED] State of Lic.: [REDACTED] Driver Name - exactly as printed on license: [REDACTED] Address (Include Number and Street): [REDACTED] Apt. No.: [REDACTED] City or Town: [REDACTED] State: [REDACTED] Zip Code: [REDACTED] Date of Birth: [REDACTED] Sex: [REDACTED] Unlicensed: <input type="checkbox"/> No. of Occupants: 00 Public Property Damaged: <input type="checkbox"/> Name - exactly as printed on registration: [REDACTED] Sex: [REDACTED] Date of Birth: Month 9 Day 21 Year 1973 Address (Include Number and Street): [REDACTED] Apt. No.: [REDACTED] Haz. Mat. Code: [REDACTED] Released: <input type="checkbox"/> City or Town: [REDACTED] State: NY Zip Code: [REDACTED] Plate Number: [REDACTED] State of Reg: NY Vehicle Year & Make: 2005 DODG Vehicle Type: SUBN Ins. Code: 639 Ticket/Arrest Number(s): [REDACTED] Violation Section(s): [REDACTED]																	
3 VEHICLE 2 - Driver License ID Number: [REDACTED] State of Lic.: [REDACTED] Driver Name - exactly as printed on license: [REDACTED] Address (Include Number and Street): [REDACTED] Apt. No.: [REDACTED] City or Town: [REDACTED] State: [REDACTED] Zip Code: [REDACTED] Date of Birth: [REDACTED] Sex: [REDACTED] Unlicensed: <input type="checkbox"/> No. of Occupants: [REDACTED] Public Property Damaged: <input type="checkbox"/> Name - exactly as printed on registration: [REDACTED] Sex: [REDACTED] Date of Birth: Month [REDACTED] Day [REDACTED] Year [REDACTED] Address (Include Number and Street): [REDACTED] Apt. No.: [REDACTED] Haz. Mat. Code: [REDACTED] Released: <input type="checkbox"/> City or Town: [REDACTED] State: [REDACTED] Zip Code: [REDACTED] Plate Number: [REDACTED] State of Reg: [REDACTED] Vehicle Year & Make: [REDACTED] Vehicle Type: [REDACTED] Ins. Code: [REDACTED] Ticket/Arrest Number(s): [REDACTED] Violation Section(s): [REDACTED]																	
4 VEHICLE DAMAGE CODES 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. Box 1 - Point of Impact: [REDACTED] Box 2 - Most Damage: [REDACTED] Enter up to three more damage codes: [REDACTED] [REDACTED] [REDACTED] Vehicle By: [REDACTED] Towed To: [REDACTED]																	
5 VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER																	
6 ACCIDENT DIAGRAM Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles. Rear End Left Turn Right Angle Right Turn Head On Sideways (same direction) Left Turn Right Turn Sideways (opposite direction) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30																	
7 Reference Marker Coordinates (if available) Latitude/Northing: Longitude/Easting: Place Where Accident Occurred: County: NASSAU City: Village: Town: of Road on which accident occurred: (Route Number or Street Name) at 1) intersecting street: (Route Number or Street Name) or 2) feet miles N S E W of (Milepost, Nearest intersecting Route Number or Street Name)																	
8 Accident Description/Officer's notes																	

ALL INVOLVED	8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all involved	Date of Death Only
Officer's Rank and Signature: PO [Signature]		Badge/ID No.: 8834		NCIC No.: 02900		Precinct/Post Troop/Zone: 0606		Station/Beat Sector: 06		Reviewing Officer: JOHNSON, G		Date/Time Reviewed: 10/19/2011 02:48	
Print Name: T. ORTIZ		In Full:											

POLICE ACCIDENT REPORT

MV-104A (3/04)

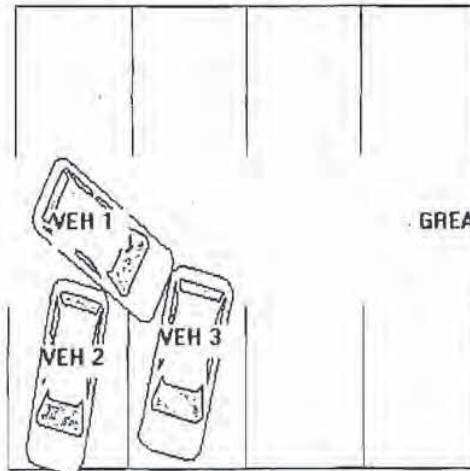
Local Codes

06-3359-11

G8D222000321

☐ AMENDED REPORT

Accident Date			Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene <input type="checkbox"/>	Left Scene	Police Photos
Month	Day	Year						Accident Reconstructed <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10	18	2011	Tuesday	20:30	3	0	0			



GREAT NECK ROAD

S. MIDDLE NECK RD





**Service of Process
Transmittal**

08/12/2011

CT Log Number 518984126



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

RE: Process Served in Kansas

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, Return Forms, Petition, Exhibit(s)

COURT/AGENCY: Sedgwick County District Court, KS
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - Failure to conform Plaintiff's new motor vehicle to any applicable express warranty after reasonable repair attempts of a 2010 Ford Fusion, VIN No. 3FAHP0JG4AR [REDACTED]

ON WHOM PROCESS WAS SERVED: The Corporation Company, Inc., Topeka, KS

DATE AND HOUR OF SERVICE: By Certified Mail on 08/12/2011 postmarked on 08/09/2011

JURISDICTION SERVED : Kansas

APPEARANCE OR ANSWER DUE: Within 20 days of service, exclusive of the day of service

ATTORNEY(S) / SENDER(S): Adam C. Maxwell
Krohn & Moss, Ltd.
120 W. Madison St.
10th Floor
Chicago, IL 60602
312-578-9428

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797407648421
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: The Corporation Company, Inc.
PER: Amy McLaren
ADDRESS: 112 S.W. 7th Street
Suite 3C
Topeka, KS 66603
TELEPHONE: 800-592-9023

OGC LIT 2011AUG15 PM2:09

Page 1 of 1 / GC

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 DISTRICT COURT OF
SEDGWICK COUNTY, KANSAS

Wichita, KS

Plaintiff,

vs.

FORD MOTOR COMPANY
c/o The Corporation Company, Inc.
112 SW 7th St., Ste. 3C
Topeka, KS 66603

Defendant.

ATTY CERT MAIL

Case No.
Division No.
Chapter

SUMMONS

To: FORD MOTOR COMPANY,

You are summoned and required to serve upon Adam C. Maxwell, Krohn and Moss Ltd., 120 W. Madison Ave, 10th Floor, Chicago, IL 60602, Plaintiff's attorney, a pleading to the petition which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition. Your pleading must also be filed with the court. As provided in subsection (a) of K.S.A. 60-2113, and amendments thereto, your answer must state as a counterclaim any related claim which you may have against the plaintiff, or you will thereafter be barred from making such claim in any other action.

AUG - 4 2011



Melissa A. Beck
Clerk of the District Court

IN THE DISTRICT COURT OF
SEDGWICK COUNTY, KANSAS

Wichita, KS

Plaintiff,

vs.

FORD MOTOR COMPANY
c/o The Corporation Company, Inc.
112 SW 7th St., Ste. 3C
Topeka, KS 66603

Defendant.

Case No.
Division No.
Chapter

RETURN OF SERVICE OF SUMMONS

I hereby certify that I served a copy of this summons and a copy of the petition on
FORD MOTOR COMPANY by causing to be delivered on the ____ day of _____, 2011,
such documents by return receipt delivery to the above-named Defendant at the following
address:

RA - The Corporation Company, Inc.
112 SW 7th St., Ste. 3C
Topeka, KS 66603

with delivery being made by the following person or entity: United States Postal Service

Attached hereto is a copy of the return receipt evidencing such delivery.

By: 

Adam C. Maxwell KS 24706
Attorney for Plaintiff

Wichita, KS

vs.

Defendant.

SUMMONS

You are summoned and required to serve upon Adam C. Maxwell, Krohn and Moss Ltd., 120 W. Madison Ave, 10th Floor, Chicago, IL 60602, Plaintiff's attorney, a pleading to the petition which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition. Your pleading must also be filed with the court. As provided in subsection (a) of K.S.A. 60-2113, and amendments thereto, your answer must state as a counterclaim any related claim which you may have against the plaintiff, or you will thereafter be barred from making such claim in any other action.

Clerk of the District Court



IN THE DISTRICT COURT OF
SEDGWICK COUNTY, KANSAS

Wichita, KS

Plaintiff,

vs.

FORD MOTOR COMPANY
c/o The Corporation Company, Inc.
112 SW 7th St., Ste. 3C
Topeka, KS 66603

Defendant.

Case No.
Division No.
Chapter

RETURN OF SERVICE OF SUMMONS

I hereby certify that I served a copy of this summons and a copy of the petition on FORD MOTOR COMPANY by causing to be delivered on the ____ day of _____, 2011, such documents by return receipt delivery to the above-named Defendant at the following address:

RA - The Corporation Company, Inc.
112 SW 7th St., Ste. 3C
Topeka, KS 66603

with delivery being made by the following person or entity: United States Postal Service.

Attached hereto is a copy of the return receipt evidencing such delivery.

By: 

Adam C. Maxwell KS 24706
Attorney for Plaintiff

IN THE DISTRICT COURT OF
SEDGWICK COUNTY, KANSAS

FILED
APP DOCKET NO.

2011 AUG -4 P 2:05

CLERK OF DIST COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS
BY

[REDACTED]
Wichita, KS [REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY
c/o The Corporation Company, Inc.
112 SW 7th St., Ste. 3C
Topeka, KS 66603

Defendant.

Case No.

Division No.

Chapter

COPY

PETITION

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

PARTIES

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

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

BACKGROUND

3. On or about April 22, 2010, Plaintiff purchased from Seller a 2010 Ford Fusion ("Fusion"), manufactured by Manufacturer, Vehicle Identification No. 3FAHP0JG4AR [REDACTED] for valuable consideration (See copy of Plaintiff's Purchase Contract, attached hereto as exhibit "A").

4. The purchase price of the Fusion, including registration charges, document fees and sales tax, but excluding collateral charges, such as bank and finance charges, totaled more than \$27,753.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Fusion cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

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 the Manufacturer's New Car Warranty booklet.

7. On or about April 22, 2010, Plaintiff took possession of the Fusion and shortly thereafter experienced the defects listed below.

8. The defects described below violate the Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the Fusion to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Fusion has been subject to repair on many 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/electrical system as evidenced by the vehicle repeatedly shutting off while driving, illumination of the check engine light and the inability to drive over 3 MPH;
- b. Defective transmission as evidenced by the transmission slipping, RPM surging during shifts and hesitation when shifting during acceleration and deceleration; and
- c. Any additional complaints made by Plaintiff, whether or not they are contained in your company's records or on any 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 to cure the defects in Plaintiff's Fusion, Manufacturer was unable and/or failed to repair the defects, as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the Fusion's safety and reliability, and said defect has substantially impaired the value of the Fusion to Plaintiff.

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

16. As a result of these defects, Plaintiff revoked her acceptance of the Fusion in writing.

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

18. Defendant refused Plaintiff's demand for revocation and refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The Fusion remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects.

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

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

22. 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.

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

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

25. 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).

26. 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.

27. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Fusion to Plaintiff.

28. Said purchase of Plaintiff's Fusion was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

29. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages, including, but not limited to, (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.). In accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

31. 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. Return of all monies paid, diminution in value of the vehicle, 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

32. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

33. 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 the intended consumer. Plaintiff herein.

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

35. 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.

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

37. 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.

38. 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.

39. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Fusion.

40. 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. Return of all monies paid, diminution in value of the vehicle, 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 III
BREACH OF KANSAS' "LEMON LAW", K.S.A. SEC. 50-645 et seq.
DEFENDANT MANUFACTURER

41. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

42. Plaintiff is a consumer who purchased a new motor vehicle, i.e. the Fusion, along with an express warranty, from Manufacturer.

43. Plaintiff's new motor vehicle did not conform to all applicable express warranties.

44. Plaintiff reported the nonconformity(ies) to the manufacturer, or its agent, during the term of the applicable express warranty, or during the period of one year following the original delivery of the new motor vehicle to the Plaintiff.

45. The manufacturer, through its authorized dealer or its agent, could not conform Plaintiff's new motor vehicle to any applicable express warranty after a reasonable number of repair attempts.

46. The nonconformities substantially impair the use, market value, and/or safety of the new motor vehicle.

47. The nonconformities are not the result of abuse, neglect, or unauthorized modifications or alterations of the new motor vehicle.

48. Plaintiff's claim was not filed in bad faith.

49. The same nonconformities in Plaintiff's vehicle have been subject to repair four (4) or more times by the manufacturer, or its agents, and such nonconformities continue to exist.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. Replacement of Plaintiff's Fusion with a comparable new motor vehicle;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,

ADA WHITTLE

By: 

Adam C. Maxwell
Kansas Bar No. 24706

KROHN & MOSS, LTD.
Attorneys for Plaintiff
120 W. Madison St., 10th Floor
Chicago, IL 60602
(312) 578-9428

EXHIBIT A



DEAL #: 84418
 DATE: 04/22/2010
 CUSTOMER #: 73089
SALES CONTRACT

Birthday

His _____ Hers _____

11771 W. Kellogg • Wichita, Kansas 67209 • Phone 316 482-3873 • Toll Free 888-388-3873

Title
Name

And or

Date: 04/22/2010

Phone (816) 689-8947

Street or
Box Number

10001 E KINKADE

WICHITA

State

207211

Phone (W)

STOCK NO.	YEAR	MAKE	MODEL & BODY STYLE	MILEAGE	COLOR	IDENTIFICATION NUMBER
27	2010	FORD	4DR SDN VG SEL FWD CUSTOM	2643	TRUCK 2 F A U P O 1 R A A B	

TRADE-IN	YEAR	MAKE	MODEL & BODY STYLE	MILEAGE	COLOR	IDENTIFICATION NUMBER
27A	2006	PONTIAC	GTO 2DR CO	30057	RED	G C 2 V V 1 2 V 0 5 L

VEHICLE EQUIPMENT	ADDED EQUIPMENT:	BASE PRICE & OPTIONS	
		Added Equipment	26955.00
		Total Purchase Price	798.00
	AUTO TRAC SEALANT 395.00	Trade Allowance And Discount	27759.00
	NITROGEN 399.00	Trade Difference	17500.00
		Extended Service Agreement	18253.00
		Maintenance Agreement	2985.00
		Administrative Fee	349.50
			N/A
		Sub Total	12597.50
		Sales Tax	556.65
		Estimated Balance Owed On Trade In See Item #10 *****	24500.00
		TOTAL CASH PRICE	30354.15
		Partial Payment	
		Additional Amount Due	
		BALANCE DUE	30354.15

BUYER(S) STATEMENT

Buyer offers to buy the above-described motor vehicle (Motor Vehicle) from Mel Hambelton Ford (Seller) on the following terms and conditions:

1. Buyer acknowledges receipt from Seller of the following disclosures:

a. Seller (has) / (has not) performed a search for the Motor Vehicle for the purpose of determining the accuracy of the mileage shown on the odometer for any other purpose.

b. To the Seller's knowledge, the Motor Vehicle (has) / (has not) been used as a driver training, leased, or rental motor vehicle.

2. Buyer understands that liability insurance coverage which would protect Buyer under the terms of the Motor Vehicle Repairs is not included in the purchase of the above-described Motor Vehicle.

3. Buyer understands and agrees that the value shown on the trade allowance and discount is only for the purpose of conducting the business of a negotiated trade-in difference and does not constitute any admission or expression of Seller's opinion as to the fair market value of the motor vehicle.

4. Buyer understands and agrees that the vehicle description, information, and disclosures contained on the window sticker on the Motor Vehicle, as well as the attached odometer disclosure statement, constitute a part of this document, and Buyer understands that the further terms and conditions on the reverse side (and/or) also a part of this form. There are no other contracts, promises or understandings, written or spoken, in addition to those stated in this form. When Seller's sales manager, [Signature], issues this Purchase Order from Buyer, it then becomes the complete and only agreement between Buyer and Seller as to the Motor Vehicle, and cancels and takes the place of any other agreement or understanding between Buyer and Seller regarding said Motor Vehicle before the date written above.

5. The trade-in motor vehicle is currently registered as a highway use motor vehicle in the State of _____ and Buyer shall deliver this to the trade-in motor vehicle to Seller on or before _____. Buyer is responsible for any tags, fees, registrations, penalties, etc. in regard to trade-in vehicle if said vehicle is not currently registered in the State of Kansas. Buyer warrants title to the trade-in motor vehicle to be a current highway use title, and except for liens disclosed by Buyer on the front side hereof, title is fully negotiable by Buyer, and there are no special requirements for registration and filing as a highway use motor vehicle. Buyer warrants that the trade-in motor vehicle

10. Buyer assumes responsibility for any difference in the amount owed on trade-in motor vehicle and amount shown on the above mentioned difference.

Balance Owed On Trade In: 24500.00

LIENHOLDER: FORD MOTOR CREDIT

NEW LIEN TO: FORD MOTOR CREDIT

11. Buyer warrants and certifies that the estimated balance owed on



7010 0780 0001 4322 8885

90383

\$6.430
US POSTAGE
FIRST-CLASS
FROM 60602
AUG 09 2011
stamps.com



Ford Motor Company
c/o The Corporation Company
112 SW 7th St Ste 3C
Topeka KS 66603-3858

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
8/12/2011 CLOSED	██████████ DRP-VEHICLE REPURCHASE REQUEST	3FAHP0JG4AR██████████ 183780641	2010 FUSION	06
5/24/2011 CLOSED	██████████ CLP - IN - BUYBACK - MULTIPLE REPAIRS	3FAHP0JG4AR██████████ 183780641	2010 FUSION	04
5/23/2011 CLOSED	██████████ MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	3FAHP0JG4AR██████████ 183780641	2010 FUSION	01
5/23/2011 CLOSED	██████████ CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0JG4AR██████████ 183780641	2010 FUSION	01
5/23/2011 CLOSED	██████████ MISC INQUIRY - CHANGE OF ADDRESS	3FAHP0JG4AR██████████ 183780641	2010 FUSION	02
5/11/2011 CLOSED	██████████ CLP - IN - SERVICE REPAIR - AT RISK	3FAHP0JG4AR██████████ 183780641	2010 FUSION	04
4/25/2011 CLOSED	██████████ CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0JG4AR██████████ 183780641	2010 FUSION	01
4/19/2011 CLOSED	██████████ CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS	3FAHP0JG4AR██████████ 183780641	2010 FUSION	04
4/16/2011 CLOSED	██████████ ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	3FAHP0JG4AR██████████ 183780641	2010 FUSION	01

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8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AR [REDACTED] Year: 2010 Model: FUSION Case: 183780641
Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
Symptom Desc: INDICATOR CHECK ENGINE 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: 05159 FORD OF AUGUSTA, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 26847 MI Comm Type: MAIL
Analyst Name: GRESS,JEFF Analyst: J-GRESS1
Action Date: 06/07/2011 Action Time: 16.00.38.659 Action Data: No

Comments NEW CASE: FRD1120643. REPRESENTED BY ADAM MAXWELL OF KROHN & MOSS AL GA IL KY KS MN
MO WI TX. PROBLEMS: ENGINE/ELECTRICAL, TRANSMISSION, TRIM.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 26847 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 06/08/2011 Action Time: 21.00.24.789 Action Data: No

Comments CASE SPECIALIST CHANGED TO DONNA PATTERSON

Action: FIELD E-MAIL SENT - DRP
Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE
Odometer: 26847 MI Comm Type: OTHER RESOLUTION PROGRAM
Analyst Name: COSTA Analyst: LCOSTA21
(LCOSTA21),LOUIS
Action Date: 06/09/2011 Action Time: 14.55.06.959 Action Data: No

Comments DRS LOU COSTA ---- TFOAM ID 20065868 ---- DLR REPORT REQUESTS SENT TO SM JASON AT STEVEN
FORD OF AUGUSTA AND PARTS & SERVICE DIRECTOR DENNIS YOUNG AT MEL HAMBLETON FORD

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE
Odometer: 26847 MI Comm Type: OTHER RESOLUTION PROGRAM
Analyst Name: COSTA Analyst: LCOSTA21
(LCOSTA21),LOUIS
Action Date: 06/14/2011 Action Time: 08.57.26.071 Action Data: Yes

Comments DRS LOU COSTA ---- HAMBLETON DLR REPORT RECEIVED

Data Element Name	Data Value
DATE PAPERWORK REC'D	06-13-2011

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

8/16/2011

Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE
RESOLUTION PROGRAM
Odometer: 26847 MI Comm Type: OTHER
Analyst Name: COSTA Analyst: LCOSTA21
(LCOSTA21),LOUIS
Action Date: 06/14/2011 Action Time: Action Data: Yes
10.40.09.917

Comments DRS LOU COSTA --- FORD OF AUGUSTA REPORT RECEIVED

Data Element Name	Data Value
DATE PAPERWORK REC'D	06-14-2011

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB

Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE
RESOLUTION PROGRAM
Odometer: 26847 MI Comm Type: OTHER
Analyst Name: COSTA Analyst: LCOSTA21
(LCOSTA21),LOUIS
Action Date: 06/14/2011 Action Time: Action Data: No
15.08.23.151

Comments DRS LOU COSTA --- EMAILED BBB OFFER OF FSE INSPECTION WITH REPAIR OF VERIFIED
WARRANTABLE CONCERNS

Action: OPEN - CABBB CASE ELIGIBLE

Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 26847 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 06/14/2011 Action Time: 21.00.34.462 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: COMPANY REPORT SUBMITTED

Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE
RESOLUTION PROGRAM
Odometer: 26847 MI Comm Type: OTHER
Analyst Name: PETERSON Analyst: LPETER58
(LPETER58),LINDA
Action Date: 06/30/2011 Action Time: Action Data: Yes
07.42.13.984

Comments --- SUBMITTED MRF TO THE BBB REP

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	YES
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 26847 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 07/01/2011 Action Time: 21.00.39.708 Action Data: No

8/16/2011

Comments HEARING SCHEDULED ON 07/08/11 AT 9:30AM

Action: DSB-ARBITRATION-AWA DRS SPENDING

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: CONSUMER AFFAIRS - SMALL CLAIM

Odometer: 26847 MI

Comm Type: OTHER

Analyst Name: STONE
(TSTONE26), TERRIE

Analyst: TSTONE26

Action Date: 07/12/2011

Action Time:
12.13.38.607

Action Data: Yes

Comments DECISION RECEIVED

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	KEELING, DOUGLAS
DENIAL DECISION (Y=YES, N=NO)	N
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	Y
RAV TYPE	REFUND
FURTHER REPAIR (Y=YES, N=NO)	

Action: ARBITRATION DECISION-VEHICLE REPURCHASE

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 26847 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 07/12/2011

Action Time: 16.00.57.078

Action Data: Yes

Comments DATE OF ARBITRATION HEARING 07/08/11 ARBITRATED RESULTING IN A REPURCHASE

Data Element Name	Data Value
DATE OF ARBITRATION HEARING	07/08/11
DATE OF DECISION LETTER	N
ARBITRATOR'S NAME (FIRST AND LAST)	
	Y
	REFUND

Action: ARBITRATION DECISION-VEHICLE REPURCHASE

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 26847 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 07/12/2011

Action Time: 16.00.57.413

Action Data: Yes

Comments DATE OF DECISION LETTER ARBITRATED RESULTING IN A REPURCHASE

Data Element Name	Data Value
DATE OF DECISION LETTER	
DATE OF DECISION LETTER	N
ARBITRATOR'S NAME (FIRST AND LAST)	

8/16/2011

Y
REFUND

Action: ASSUMED REJECTION OF DECISION

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 26847 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 08/12/2011

Action Time: 21.05.11.666

Action Data: Yes

Comments DATE OF REJECTION 08/12/11 ARBITRATED RESULTING IN A REPURCHASE

Data Element Name

Data Value

DATE OF REJECTION

08/12/11

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8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AR [REDACTED] Year: 2010 Model: FUSION Case: 183780641
 Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
 Symptom Desc: NO START ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 05/23/2011

Action: TIER II ESCALATION - BUYBACK
 Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 26000 MI Comm Type: PHONE
 Analyst Name: REZIAH, LASHANA Analyst: LREZIAH
 Action Date: 05/20/2011 Action Time: 12.08.53.514 Action Data: No

Comments CUSTOMER SAID: -SEE HISTORICAL'S -THE WHOLE CLUTCH ASSEMBLE WAS REPLACE TWO WEEKS AGO - NOW THE VEH BROKE DOWN -CUST IS SEEKING FOR A BUY/BACK-THE VEH HAS ON GOING ISSUES AND FEELS THAT THE VEH IS A LEMON-CUST IS NEED OF A RENTAL VEH BECAUSE SHE HAS TO GO TO WORK WITH -THE VEH IS WITH THE CUSTDEALER SAID: STEVEN FORD MERCURY INC. 9955 SW DIAMOND ROAD AUGUSTA, KS 67010 TEL:(316) 775-2248 GRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACK 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.-ADVISE CUST TO WORK WITH THE DLRSHIP REGARDING TO A LOANER VEH -ADVISE CUST THAT SHE HAS A EXTENDED WARRRANTY THAT HAS RENTAL COVERAGE -BEST NUMBER: 3165877815-BEST TIME: 9 AM TO 5 PM -VEH WITH CUST

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 26000 MI Comm Type: PHONE
 Analyst Name: VINSON, SOMMER Analyst: SVINSON5
 Action Date: 05/23/2011 Action Time: 15.10.48.418 Action Data: Yes

Comments CSM SOMMERX7768== OBC TO DLR SPOKE W/ JASON S/M ADVISED MATT HAS BEEN WORKING W/ CUST == CUST STATED CHECK ENGINE LIGHT CAME ON = DLR DROVE VEH AND NO CHECK ENGINE LIGHT CAME ON AND VEH RAN FINE==UNABLE TO DUPLICATE ANY CONCERNS AT THIS TIME==MATT IS TEST DRIVING VEH NOW==CALLED CUST ON PREFERRED # [REDACTED] === NO ANSWER LEFT V/M STATING I WAS CALLING HER BACK IN REGARDS TO HER CONCERNS === STATED I WAS SORRY TO HEAR HER VEH WAS BACK IN THE SHOP== HOWEVER I WILL F/U TOMORROW BY COB 5 30 EST === LEFT MY CONTACT INFO

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-24-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CUSTOMER RETAINED LAWYER
 Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 26000 MI Comm Type: PHONE
 Analyst Name: VINSON, SOMMER Analyst: SVINSON5
 Action Date: 05/24/2011 Action Time: 11.24.15.237 Action Data: No

Comments CSM SOMMERX7768--INBOUND CALL FROM CUST === STATING SHE IS GOING TO CONTACT HER ATTORNEY === SHE IS TIRED OF THE VEH BREAKING DOWN== AGENT ADVISED CUST I APPRECIATE HER CALLING ME AND LETTING ME KNOW

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8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AR [REDACTED] Year: 2010 Model: FUSION Case: 183780641
Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
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: 26000 MI Comm Type: PHONE
Analyst Name: BURSON, DENISE Analyst: DBURSON
Action Date: 04/18/2011 Action Time: 13.55.49.819 Action Data: Yes

Comments CRC ADVISED: NO OFFERS, NO ALERTS

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BYBACK/ANGRY)

Action: PUBLIC-PRIVATE OFFER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: TRAGER (KTRAGER),KAREN Analyst: KTRAGER
Action Date: 05/23/2011 Action Time: 17.50.41.151 Action Data: Yes

Comments CRC ADVISED: -NO OFFER MADE -

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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[REDACTED] 8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AR [REDACTED] Year: 2010 Model: FUSION Case: 183780641
Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
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: 26000 MI

Comm Type: PHONE

Analyst Name: TRAGER (KTRAGER),KAREN

Analyst: KTRAGER

Action Date: 05/23/2011

Action Time: 17.49.07.853 Action Data: No

Comments CUSTOMER SAID: -CALLING BACK TO TALK TO CCST -SOMMER -CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.=F/U IS TOMORROW -

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[REDACTED] 8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AF [REDACTED] Year: 2010 Model: FUSION Case: 183780641
Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: BURSON, DENISE Analyst: DBURSON
Action Date: 04/18/2011 Action Time: 13.41.57.484 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED FOR UPDATING CUSTOMER INFORMATION ONLY. DO NOT USE FOR DOCUMENTING ANY OTHER ISSUES.)

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: TRAGER (KTRAGER), KAREN Analyst: KTRAGER
Action Date: 05/23/2011 Action Time: 17.43.38.267 Action Data: No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AR [REDACTED] Year: 2010 Model: FUSION Case: 183780641
 Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
 Symptom Desc: AUTO TRANS UPSHIFT SOFT/MUSHY Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 04/19/2011

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
 Dealer: 05078 MEL HAMBELTON FORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 26000 MI Comm Type: PHONE
 Analyst Name: BRIX (ABRIX), ANITA Analyst: ABRIX
 Action Date: 04/18/2011 Action Time: 14.06.34.638 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: **CALLER/WRITER: [REDACTED] / DAUGHTER**CALLER/WRITER PHONE NUMBER: [REDACTED] ----- **3 MONTHS AFTER PURCHASING TH VEH, THE TRANSMISSION HAD TO BE REPLACED BECAUSE IT WAS SLIPPING**IT IS STILL HESITATING/SLIPPING - THE DLRSHIP HAS REFUSED TO LOOK AT IT AND GET EVERYTHING FIXED. **ABOUT 6 MONTHS AGO, THE LEFT REAR TIRE STARTING HAVING A BAD AIRLEAK. **CALLER/WRITER TOOK VEH TO DLRSHIP AND TRIED TO HAVE THE DLRSHIP LOOK AT THE TIRE - THEY SAID THEY COULDN'T FIND ANY HOLES**A FEW DAYS AGO, THE TIRE WENT COMPLETELY FLAT** CALLER/WRITER IS COMPLETELY UNHAPPY WITH THE VEH**THIS IS SUPPOSED TO BE A BRAND NEW CAR. **CALLER/WRITER WOULD LIKE TO HAVE THE VEH REPLACED. DEALER SAID: MEL HAMBELTON FORD INC FORD CODE: 53A203 DEALER PROFILE 11771 WEST KELLOGGWICHITA, KS 67209 TEL:(316) 462-3673CRC 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.-----CURRENT VEHICLE LOCATION: CUST HAS ITPREFERRED CONTACT NUMBER: [REDACTED] BEST TIME TO REACH THE CUST: ANYTIME-----**ADVISED CALLER/WRITER OF SAME.

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 05078 MEL HAMBELTON FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 26000 MI Comm Type: PHONE
 Analyst Name: ESTES, DEBORAH Analyst: DESTES7
 Action Date: 04/19/2011 Action Time: 08.38.45.715 Action Data: No

Comments CUSTOMER SAID: **SYMPTOMS**CALLER IS CHILD-TRANSMISSION SLIPPING-TRANSMISSION REPLACED-STILL SLIPPING-RESET SENSOR-STILL SLIPPING*****TIRE LEAKING AIR-TOOK TO DLR-DLR DID NOT DUP-FLAT TIRE-CUS UNHAPPY WITH DLR**REASON FOR CALL**SEEKING BUYBACKDEALER SAID: MEL HAMBELTON FORD INC FORD CODE: 53A20311771 WEST KELLOGGWICHITA, KS 67209TEL:(316) 462-3673CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI 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. **CRC ADVISED CUS**CUS HUNG UP DURING RESOLUTION-OBC TO CUS-LEFT VM: PLEASE CALL FOR ADDITIONAL INFO-DID NOT PROVIDE RESOLUTION

Action: DOCUMENT ADDITIONAL INFORMATION

8/16/2011

Dealer: 05078 MEL HAMBELTON FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 04/19/2011 Action Time: 08.45.14.551 Action Data: No

Comments 2010 FUSION, 26K, WSD 4/22/2010; NO HOT LINE CONTACT:PRIOR AW; 8048; 6/28/10; STALL/START
UNABLE TO DUP- REPROGRAM PCM+++10928 7/19/10, OVERHAUL TRANSMISSION; 5/75PREM CARE W/ROADSID;
PREM MAINT 24/30:

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05078 MEL HAMBELTON FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 04/19/2011 Action Time: 08.53.01.716 Action Data: No

Comments OBC SM - LMVM SM REQUESTING RETURN CALL. SPOKE TO SA- VEH LAST IN FEB 22K FOR FLAT
REPAIR, DEC FOR 20K SERVICE. SEPT OIL CHANGE.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05078 MEL HAMBELTON FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 04/19/2011 Action Time: 12.01.51.371 Action Data: Yes

Comments OBC CUST - SPOKE TO [REDACTED] WHO IS THE PRIMARY DRIVER OF VEH. CUST HAD TO
ADD AIR TO TIRE EVERY WEEK, CUST CALLED ROADSIDE ASST AND TIRE CHANGED, CUST HAS NOT BEEN BACK
TO HAVE ISSUE WITH TIRE ADDRESSED. CUST WOULD LIKE TO TAKE VEH TO STEVEN F-MOF AUGUSTA INC,
[REDACTED] AUGUSTA KS [REDACTED]
*****OBC DLR MATT STEVEN F-MOF AUGUSTA INC 316-775-2248
AND CUSTOMER ON CONFERENCE CALL TO SET UP AN APPT FOR CUSTOMER TO BRING VEH IN . APPT SET FOR
4/20/2011 9:00. - WILL TRANSFER TO NEW DEALER, EXPLAINED NEW CSM TO CUSTOMER AND SET F/U FOR
4/21/2011 THURSDAY.

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-21-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: TRANSFER ISSUE
Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 04/20/2011 Action Time: 11.51.00.327 Action Data: No

Comments OBC MATT @ DLR STEVEN F-MOF AUGUSTA INC 316-775-2248 - CONFIRMED CUSTOMER HAS
BROUGHT VEH IN FOR SERVICE.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05159 FORD OF AUGUSTA, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/21/2011 Action Time: 16.09.52.868 Action Data: Yes

Comments - CSM WENDY X7774; OBC TO DLR, SPK WITH SA MATT - STATES THE TRANS FLUID IS BURNT, THE
TECH HASNT GOTTEN ANY FURTHER INTO THIS - BUT IS EXPECTING TO BE ABLE TO THIS AFTERNOON OR

[REDACTED] 8/16/2011

TOMORROW. - AS FAR AS THE TIRE LOSING AIR IS CONCERNED, HE STATES HE WILL TAKE CARE OF THAT FOR HER. - CUST IS IN A RENTAL - SETTING F/U FOR 4/25

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-25-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: VINSON,SOMMER Analyst: SVINSON5

Action Date: 04/25/2011

Action Time: 14.22.02.436 Action Data: No

Comments CSM SOMMERX7768= OBC TO DLR SPOKE W/ JASON S/M ADVISED MATT IS THE ONE WORKING W/ THAT VEH AND IS NOT THERE AND HE DOESN'T SEE ANY OF HIS NOTES=== ADVISED HE WILL HAVE MATT CALL AGENT BACK ===

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

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: VINSON,SOMMER Analyst: SVINSON5

Action Date: 04/25/2011

Action Time: 17.41.11.488 Action Data: Yes

Comments CSM SOMMERX7768= ==OBC JASON ADVISED MATT DID NOT COME BACK TO WORK == HE WILL SPEAK W/ TECH AND UPDATE CUDL FOR AGENT===DLR HAS CUST IN LOANER===OBC TO CUST = [REDACTED] == EXPLAINED I WAS NOT ABLE TO GET A HOLD OF THE S/W SO I WILL CALL HIM TOMORROW AND HER AND SEE WHAT NEXT STEPS WE NEED TOTAKE IN ORDER TO GET THIS RESOLVED FOR HER AND VEH REPAIRED=== CUST STATED OK BUT SINCE THIS IS A DEFECT SHOULDN'T I GET ANOTHER CAR ==ADVISED CUST OUR WARRANTY COVERS MANUFACTURES DEFECTS=== CUST STATED OK

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-26-2011
TIME OF FOLLOW UP (HH:MM):	18:00

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

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: VINSON,SOMMER Analyst: SVINSON5

Action Date: 04/26/2011

Action Time: 14.05.46.453 Action Data: Yes

Comments CSM SOMMERX7768===OBC TO DLR SPOKE W/ MATT S/A ADVISED VEH WAS TORN APART AND NOTHING LOOKED BAD CLUTCH WAS FINE BUT THL STATED TO REPLACE THE CLUTCH AND PLATES AND VALVE BODY===DLR SHOULD HAVE VEH REPAIRED BY END OF WEEK=== OBC TO CUST = [REDACTED] ==EXPLAINED DLR CONVERSATION AND I WILL F/U ON FRI=== LEFT MY CONTACT INFO

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-29-2011
TIME OF FOLLOW UP (HH:MM):	18:00

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

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: VINSON,SOMMER Analyst: SVINSON5

[REDACTED] 8/16/2011

Action Date: 04/29/2011

Action Time: 11.43.51.570 Action Data: Yes

Comments CSM SOMMERX7768==OBC TO DLR SPOKE W/ MATT S/A===VEH IS NOT REPAIRED YET DLR NEEDS ONE MORE PART FROM DETRIOT==OBC TO CUST [REDACTED]===EXPLAINED DLR CONVERSATION AND IM SORRY FOR INCONVENIENCE === WILL F/U ON TUESDAY=== AGENT IS GOING TO OFFER CUST LIMITED MAINTENANCE PLAN 3/45 FOR HER COURTESY AND PATIENCE AND HER INCONVENIENCE

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

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

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: VINSON,SOMMER

Analyst: SVINSON5

Action Date: 05/06/2011

Action Time: 12.35.41.471 Action Data: Yes

Comments CSM SOMMERX7768==OBC TO DLR SPOKE W/ JASON S/A ADVISED THEY ARE STILL WAITING ON THE ONE PART ===== OBC TO CUST [REDACTED]===ADVISED DLR CONVERSATION AND I WANTED TO OFFER HER A MAINTENANCE PLAN FOR HER INCONVENIENCE ===== CUST STATED SHE HAS BOUGHT EVERYTHING SHE COULD FOR THIS VEH === ADVISED CUST I DO SEE SHE HAS A PREM MAINTENANCE PLAN AND I DO APOLOGIZE I DIDN'T SEE THAT === CUST STATED SHE IS JUST VERY FRUSTRATED W/ THE WHOLE SITUATION NOT HAVING HER VEH FOR 2 WEEKS AND IT BEING SO NEW AND HAVING THESE CONCERNS === ADVISED CUST I CAN UNDERSTAND HER CONCERNS W/ THIS BEING A NEW VEH AND BEING FRUSTRATED AS A CONSUMER=== CUST STATED SHE KNOWS WE ARE TRYING TO DO EVERYTHING WE CAN TO GET HER VEH REPAIRED BUT THIS HAS MADE HER THINK DIFFERENT ABOUT FORD AND WILL NOT BUY ANOTHER FORD AFTER THIS===

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-11-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED

Dealer: 05159 FORD OF AUGUSTA, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 26000 MI

Comm Type: PHONE

Analyst Name: VINSON,SOMMER

Analyst: SVINSON5

Action Date: 05/11/2011

Action Time: 16.32.04.812 Action Data: Yes


Comments CSM SOMMERX768== OBC TO DLR SPOKE W/ S/M JASON=== VEH IS REPAIRED AND RETURNED TO CUST TODAY === OBC TO CUST [REDACTED] == VERIFIED VEH IS REPAIRED===CUST WAS VERY PLEASED TO HAVE HER VEH BACK

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	74
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(\$)	

8/16/2011

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

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8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AR	Year: 2010	Model: FUSION	Case: 183780641
Name: MS ADA M WHITTLE	Owner Status: Original	WSD: 2010-04-22	
Symptom Desc: AUTO TRANS UPSHIFT SOFT/MUSHY		Primary Phone:	
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 26000 MI

Analyst Name: BROWN, RANDOLPH

Action Date: 04/25/2011

Comm Type: PHONE

Analyst: RBROW612

Action Time: 12.24.35.828

Origin Desc: US CONCERN CASE BASE

Action Data: No

Comments CUSTOMER SAID: ---VEH HAS NOW BEEN AT DLR FOR 4 DAYS, SEEKING TO FIND OUT WHAT ELSE IS GOING TO BE DONE ABOUT SITUATION---WAS ADVISED THAT THE CASE WAS GOING TO BE TRANSFERRED TO A NEW REP, HAS NOT RECEIVED ANY MORE INFORMATION SINCE---BEST DAYTIME NUMBER IS 3165877815DEALER SAID: STEVEN FORD MERCURY INC.9955 SW DIAMOND ROAD AUGUSTA, KS 67010TEL:(316) 775-2248CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. ---SPOKE WITH CCT WENDY, WHO ADVISED THAT SUMMER WOULD BE FOLLOWING UP BEFORE THE CLOSE OF BUSINESS

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0IG4AR [REDACTED] Year: 2010 Model: FUSION Case: 183780641
Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS Primary Phone: [REDACTED]
Reason Desc: CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 04/19/2011

Action: TIER II ESCALATION - BUYBACK
Dealer: 05078 MEL HAMBELTON FORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: BURSON, DENISE Analyst: DBURSON
Action Date: 04/18/2011 Action Time: 13.53.50.844 Action Data: No

Comments CUSTOMER SAID: **SYMPTOMS**CALLER IS CHILD-TRANSMISSION SLIPPING-TRANSMISSION REPLACED-STILL SLIPPING-RESET SENSOR-STILL SLIPPING*****TIRE LEAKING AIR-TOOK TO DLR-DLR DID NOT DUP-FLAT TIRE-CUS UNHAPPY WITH DLR**REASON FOR CALL**SEEKING BUYBACKDEALER SAID: MEL HAMBELTON FORD INC FORD CODE: 53A20311771 WEST KELLOGGWICHITA, KS 67209TEL:(316) 462-3673CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI 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.**CRC ADVISED CUS**-CUS HUNG UP DURING RESOLUTION-OBC TO CUS-LEFT VM: PLEASE CALL FOR ADDITIONAL INFO-DID NOT PROVIDE RESOLUTION

Action: DUPLICATE CASE
Dealer: 05078 MEL HAMBELTON FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 04/19/2011 Action Time: 08.39.13.651 Action Data: No

Comments DUP

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8/16/2011

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JG4AR [REDACTED] Year: 2010 Model: FUSION Case: 183780641
Name: [REDACTED] Owner Status: Original WSD: 2010-04-22
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-FUEL DELIVERY
Dealer: [REDACTED] Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 023038 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 03/05/2011 Action Time: 05.06.16.517 Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TIRE CHANGE
Dealer: [REDACTED] Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 026000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 04/16/2011 Action Time: 05.07.56.041 Action Data: No

Comments DISPATCH COMPLETE

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8/16/2011



BBB AUTO LINE

August 12, 2011

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JG4AF [REDACTED]

Dear Madam/Sir:

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

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

ACCEPTANCE OR REJECTION OF DECISION

Date: 07/11/11
Customer: [REDACTED]
Business: Ford Motor Company
Mfr-Info: 6700 KS 3FAHP0JG4AR [REDACTED]

Case Number: FRD1120643

If this form is not received in our office within 14 days from the date of the cover letter, the decision will be considered rejected. You may return it to our office via fax at 1.703.247.9700.

Please check one of the following:

☐ I ACCEPT THE ARBITRATION DECISION. I understand this means:

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

You must do the following if you have been awarded a repurchase/replacement award and accept it:

- 1) Contact your financial company to provide permission to release payment and payoff information to the manufacturer in order to complete the repurchase/replacement transaction.
Indicate the date you have done this: _____

- 2) Please provide the full name of your financing company _____
Account Number _____
Mailing address _____
City _____ State _____ Zip _____
Telephone number _____ Fax number _____

☐ I REJECT THE ARBITRATION DECISION. I understand this means:

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

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

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

July 11, 2011

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1120643 [REDACTED] vs Ford Motor Corporation 3FAHP0JG4AF [REDACTED]

Dear Madam/Sir:

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

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

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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



Reasons for Decision

Submitted Date: 07/11/11

FRD1120643

VIN: 3FAHP0JG4AR [REDACTED]

Customer: [REDACTED] - Hearing Date: 07/08/11

Arbitrator: Douglas J Keeling

Question 1

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

The Ford Motor Company Auto Line Program Summary requires that the defect be "subject to repair" four or more times and continues to exist in order to meet the presumption that a reasonable number of repair attempts have been undertaken so as to trigger the remedies afforded therein. In this case, the vehicle was "subject to repair" a total of five times during the applicable period, as documented by the repair orders submitted. Manufacturer asserts that the defect does not continue to exist, due to the fact that it has not reoccurred since the last repair attempt, but review of the time periods between incidence of the malfunction would indicate that, based on that history, the malfunction could reoccur at any time. Given the history, it is understandable that Consumer is skeptical of Manufacturer's assertion that the defect is now remedied. Review of the dealer repair invoices reveals a total of five separate repair orders in which the subject problem was at least one of the problems listed, and none of these repair attempts were disputed by Manufacturer. Manufacturer asserts that the vehicle was "out of service" less than the thirty days required by the Ford Motor Company Auto Line Program Summary, but the repair orders specify otherwise. Using Manufacturer's own submitted materials, it appears that the vehicle was out of service a total of 34 days. Manufacturer asserts that consideration should be given to the fact that repairs were not actually being performed during the entire time the vehicle was in the Dealer's possession, due to unavailability of parts or other delays, and would like the days out of service to be dictated by the days on which actual repairs were being done. This, however is completely contrary to the Ford Motor Company Auto Line Program Summary standard that the vehicle be "subject to repair". "Subject to repair" means in the Dealer's shop, available to the dealer to make repairs, and out of Consumer's use and possession. The subject vehicle was clearly subject to repair for a total of 34 days. Manufacturer also appears to attempt to argue that, if the two subject problems were to be bifurcated, neither alone would satisfy the criteria of a particular defect being subject to repair at least four times, but the criteria set forth therein specifies four or more repair attempts OR more than thirty days out of service (emphasis added), not both. Either of the two criteria alone are sufficient to satisfy the requirements set forth in the Ford Motor Company Auto Line Program Summary. The Consumer is entitled to the requested replacement of the vehicle due to the fact that the presumption of a reasonable number of repair attempts has been met, the problem caused by the failure of a vehicle system is a defect in the materials or workmanship of the vehicle, and is a substantial impairment to the use and value of the vehicle. The vehicle in this case was clearly "subject to repair" for this defect on five separate occasions and was "subject to repair" for a total of 34 days, as documented by the repair orders, and by all indications the problem may very well continue to exist.

Question 2

Summarize your decision, explanation, and the basis for the award, and the number of repair attempts for each problem.

1. Engine Electrical/Transmission problems- Both of these issues will be addressed together, as they appear to be linked to the general operation of the vehicle's drive train, and as the repair attempts for either or both were at times combined or simultaneous. They will be referred to herein collectively as the "problem". The problem is the result of a defect in the materials or workmanship of the vehicle. Dependable operation of the vehicle is dependent on the materials and workmanship of the vehicle's production, and inherent to a properly operating vehicle. There is no indication in this case that the defect is a result of Consumer's improper operation or misuse of the vehicle. Manufacturer affirms that the problem was observed by the Dealer, by way of indication in various repair orders, and Consumer's materials regarding the actual day-to-day usage of the vehicle and notations from the dealer repair orders indicate that the problem existed and may very well continue to exist. Although intermittent in nature, there is every reason to believe, given the history of this problem in this particular vehicle, that the problem may very well

7/11/2011

continue to exist at this time. The problem substantially impairs the use and value of the vehicle. Consumer's expectation of a vehicle which operates reliably is not unfounded, and the malfunction of a basic system which affects the ability of the vehicle to run would have to be considered an impairment to both use and value of the vehicle. There was no information presented as to the effect of the problem on the safety of the vehicle.

Question 3**Statistical Information:**

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

- a Cumulative number of days the vehicle was out of service for all problems:
34
- b Was final notice given to the manufacturer (YES, NO or N/A)?
yes

CASE: FRD1120643
Arbitrator: Douglas J Keeling

Customer: M [REDACTED]
Date: 07/11/11



REPURCHASE DECISION

Submitted Date: 07/11/11

FRD1120643

VIN: 3FAHP0JG4AR [REDACTED]

Customer: [REDACTED] - Hearing Date: 07/08/11

Arbitrator: Douglas J Keeling

Question 1

Vehicle (Year, Make, Model):

2010 Ford Fusion

Question 2

The manufacturer shall repurchase the above ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision, in accordance with the provisions of the applicable manufacturer *Program Summary* that set out the remedies to be included in a repurchase award: (Indicate with an "X")

a Under the lemon law

- OR -

b Not under the lemon law

X

Question 3

The following shall be deducted from the amounts paid by the manufacturer:

a If any amount is to be paid by the consumer for the consumer's use of the vehicle, please provide a dollar amount or formula (being certain to reference the mileage used) for the Reasonable Allowance for Use:

29,187 miles - 100 / 100,000 X purchase price

The Manufacturer may deduct for any damage beyond normal wear and tear that is not caused by a vehicle nonconformity and that is not repaired by the customer prior to the completion of this transaction.

The manufacturer shall provide the customer with a written statement of all amounts that will be paid under this decision. If there is a dispute as to any amounts that should be paid by the manufacturer, the customer may submit a written request to BBB AUTO LINE asking that the arbitrator resolve the dispute. BBB AUTO LINE must receive the customer's request no later than 10 days after the customer receives the manufacturer's statement of amounts that will be paid.

The arbitrator's resolution of the dispute will be provided to the parties in the form of a decision that the customer may accept or reject, and a rejection will be considered to be a rejection of this repurchase decision. The manufacturer's time for performance under this decision shall be extended by the number of days it takes to resolve the dispute submitted by the customer as to any amounts that should be paid by the manufacturer.

At the time of repurchase, the customer will be responsible for turning over the vehicle and providing clear title to the manufacturer. The vehicle shall have a current registration and be in a similar condition as it was at the time of the hearing, allowing for normal usage. The customer must also comply with all additional requirements in the section of the manufacturer *Program Summary* that sets out customer responsibilities if a repurchase is awarded.

If there is a lienholder, payment of any amounts due shall be made by the manufacturer to the customer and the lienholder as their respective interests appear on the records of ownership.

7/11/2011

The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.

CASE: FRD1120643
Arbitrator: Douglas J Keeling

Customer: [REDACTED]
Date: 07/11/11

[REDACTED]
7/11/2011



BBB AUTO LINE

June 30, 2011

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1120643 [REDACTED] vs Ford Motor Corporation 3FAHP0JG4AF [REDACTED]

Dear Madam/Sir:

Enclosed are:

- * *Notice of Inspection*
- * Arbitrator Listing Sheet(s)
- * Map to the hearing site

The *Notice of Inspection* lists the date, time and location of the vehicle inspection. **Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.**

We reserve the right to determine the final date and time of the inspection.

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

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

NOTICE OF INSPECTION/TEST DRIVE ONLY
ALL TESTIMONY SUBMITTED IN WRITING ONLY
NO ORAL ARGUMENTS WILL BE PRESENTED

Date: 06/30/11

Case Number: FRD1120643

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr Info: 6700 KS 3FAHP0JG4AR [REDACTED]

Arbitrators: Mr Douglas J Keeling

Inspection Date, Time, Place: 07/08/11 9:30AM CST
Better Business Bureau of Kansas Incorporated
345 N. Riverview Street Suite 720
Wichita, KS672030000

Hearing Site Phone: (316) 263-8564

AUTOLINE Director Phone: (316) 263-3542 Fax : (316) 263-3063

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

Council of Better Business Bureaus, Inc.

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

NOI

Inspection Report

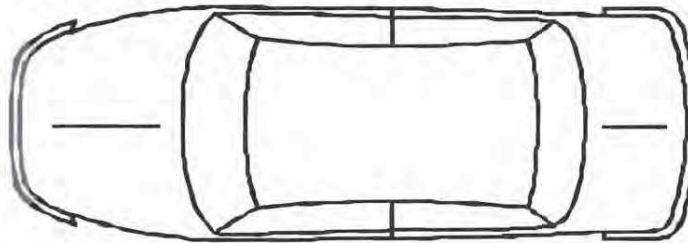
Customer: _____ **Case #:** FRD1120643
Manufacturer: Ford Motor Company
Arbitrator's Name: _____ **Date of Inspection:** ____/____/____
Location of Inspection: _____
Vehicle Information: Make: _____ Model: _____
Year: _____ Mileage: _____ VIN: _____
Parties Present at Inspection: ☐ Technical Adviser ☐ Arbitrator ☐ Customer ☐ Manufacturer
Conditions or Components Inspected:

Was a test drive conducted? ☐ Yes ☐ No **How long was the test drive?** _____ Minutes
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

Exterior

Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____
What damage is beyond normal wear and tear?

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____
What damage is beyond normal wear and tear?



BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1120643

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Douglas Keeling

Arbitrator's Occupation:
general practice

Arbitrator's Biography:

As a legal practitioner since 1984, Mr. Douglas Keeling is well prepared to address both the legal and procedural aspects of arbitration. His practice areas have always been oriented toward people-based issues with problem solving as a key component to resolutions.

Council of Better Business Bureaus, Inc.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

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BBB AUTO LINE

June 30, 2011

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1120643 [REDACTED] vs Ford Motor Corporation 3FAHP0JG4AR [REDACTED]

Dear Madam/Sir:

Enclosed is the consumer's written position. You have the opportunity to comment on the written position before it is forwarded to the arbitrator. Please read the enclosed and forward your comments to us so that we receive them **within four days** from the date of this letter.

After this time period both parties' initial positions and any comments received will be forwarded to the arbitrator for a decision to be rendered in this case. Only those responses submitted on time will be forwarded to the arbitrator.

Please fax your comments to 703.247.9700. If you have any questions, please contact me 800.334.2406.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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



MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Case Number: FRD1120643

Customer Name: [REDACTED]

State: KS

VIN: 3FAHP0JG4AR [REDACTED]

Warranty Start Date: 4-22-10

Vehicle year/model: 2010 Fusion

Current mileage: 26,847 miles

Purchased: ☒ New ☐ Used (mileage and date of purchase) ☐ Leased (terms of lease)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty ☐ Out of All Warranties
Extended Service Plan: ☐ NO ☒ YES (6/75 Premium Care ESP)

SETTLEMENT INFORMATION

Ford Motor Company offered a vehicle inspection performed by a Ford factory trained Field Service Engineer with repair of any verified warrantable concerns.

Please indicate the customer's response below:

- ☐ The customer rejected the offer on ____/____/____
☒ The customer has not indicated a response to the offer.

The Customer Claim Form (CCF) lists the following concerns:

- Engine/electrical
- Transmission
- Trim

MANUFACTURER'S POSITION:

The customer and his attorney have chosen to initiate an informal dispute procedure utilizing the BBB. Ford respects the right of the consumer to retain and pay for legal representation. However, the purpose of the BBB Auto Line program is to achieve an agreement between a manufacturer and the consumer without protracted litigation. Ford presented a settlement offer, in a timely manner, based upon the application and the repair history alone, and not as a result of any work performed by the attorney or the attorney's firm. The arbitrator does not have the authority to award attorney fees. Therefore, there are no attorney fees, consequential, or incidental reimbursements were included in the settlement offer, or in this position.

The customer and there attorney are requesting a documents only hearing, and the attorney appears to be seeking remedies through State Lemon Law, Magnuson Moss Federal Trade Commission Warranty Improvement Act, and the Uniform Commercial Code. For the purposes of this process, the BBB Auto Line Kansas Program Summary will be utilized. Also, for the purposes of this process, an Arbitrator cannot award attorney fees, or treble damages. Most customers choose this process to represent themselves, but If they do chose to be represented by an attorney, It is at their own expense, and they cannot be reimbursed for those fees.

On page two of the Attorney's position they quote two court cases. These cases are not related to this case, nor do they describe the complete cases history or proceedings, therefore they are irrelevant. The Attorney also states that Ford is in breach of both written and implied warranties. This is also baseless, Ford has applied due diligence in both diagnosing and repairing any "verified or duplicated" warranty concern, and has covered any and all cost relating to any "warranty" repair.

Ford Motor Company is seeking a denial of the consumer's request for vehicle repurchase. We do not believe this vehicle meets program criteria for such remedy by either number of repairs for the above mentioned, nor for the days out of service as there are mitigating circumstances surrounding those days on one repair order dated 04-25-11, and Ford will explain all of the repair orders by the alleged concerns listed on the customer's claim form.

*** Ford would like to mention that the 04-21-10 visit was due to the customer receiving a letter from Ford to go to a dealership, so they could update the software in the vehicle. This should not be considered a repair visit to a product defect; it is simply updating the software just like you would in your computer for anti-virus or your GPS for updated information.

- Engine

06-28-10 – Mel Hambelton Ford – 8,048 miles – The customer states that the vehicle has loss of power, and stalls. The dealer reflashed the powertrain control module as they could not verify or duplicate the concern. *Two days out of service per repair order.*

05-23-11 – Steven Ford Mercury of Augusta – 26,847 miles – The check engine light came on and the vehicle would go over three miles per hour. The dealer could not verify or duplicate the concern, and this visit was not charged to warranty. *Two days out of service per the repair order.*

- Transmission

06-28-10 – Mel Hambelton Ford – 8,048 miles – Repair order states check for the transmission slipping. The dealer could not verify or duplicate the concern. *The days out of service are calculated above.*

07-19-10 – Mel Hambelton Ford – 10,928 miles – The repair order states to check the transmission for slipping and not shifting correctly, RPM's go up to five or six thousand before shifting out of third gear. The dealer road tested the vehicle, verified the concern, and found the transmission fluid burnt. The dealer repaired and replaced some transmission

parts, flushed the transmission cooler, and refilled with new fluid. *The days out service are four days per the repair order.*

*** Ford notes that the customer did not return to the dealer for nine months before the last visit for the transmission listed below and visited a different dealership after 18,000 miles were reached. ***

04-20-11 – Steven Ford Mercury of Augusta – 26,143 miles - Customer states the transmission slips in 2nd gear, also hesitates when shifting an acceleration and slowing down. The dealer overhauled the transmission. *** *The delay in this claim is due to the dealer needing to order parts, which is beyond the control of the manufacturer, and the dealer test drove the vehicle to assure no further transmission concerns existed. The technician worked on the vehicle while parts were trickling in on 04-25-11, 04-26-11, 05-06-11, 05-09-11, and 05-10-11, five days. The repair order was closed on 05-14-11, when the warranty clerk closed the repair order as she only works one day a week. Ford believes that considering the above information we feel that some latitude should be given. The customer was in a rental the entire time, there were no out of pocket expenses.*

- Electrical

06-01-11 - Steven Ford Mercury of Augusta – 26,143 miles – The customer states that the tachometer will bounce up and down between 500-1300 RPM's, and the wrench light comes on and when this happens the vehicle will not accelerate. The dealer replaced the electronic throttle body. *The days out of service for that repair was two days as the technician worked on the vehicle June 1st and 2nd.*

- Trim

07-19-10 – Mel Hambelton Ford – 10,928 miles – The lug nut was cross threaded, the dealer replaced the lug nut. *The days out of service are calculated above under transmission.*

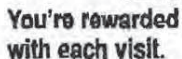
Ford does not believe that the customer meets the necessary requirements per the Kansas Program Summary for a repurchase or replacement vehicle. There have not been four or more repairs, nor does it appear there is a non-conformity that continues to exist. The days out of service calculate to 36 days by the repair orders, but the parts were on back order, the true days when the technician actually worked on the vehicle total 15 days. I included the technician's time stamps to show when he actually worked on the vehicle, and Ford asks the Arbitrator for consideration. Also, there has never been a substantial non-conformity that impaired the use, value, or safety of the vehicle, nor substantiates the vehicle to be repurchased or replaced. There is not a non-conformity or defect in the customer's vehicle that continues to exist; it is operating as designed. Ford respectfully asks the Arbitrator to deny the customer's request for a repurchase or replacement vehicle.

DOCUMENTATION PROVIDED

☒ : Repair orders

List amount of any over allowance /negative equity: None

To the BBB AUTO LINE – Written by Linda Peterson – Dated June 29, 2011



11771 W. KaDogg - Wichita, Kansas 67209

Phone 316-462-3673 • Toll Free 888-388-3673 • Service Fax 316-462-1459

service@mhford.com • parts@mhford.com

S186027
Wave Batter
Wave Fixing it
YOU BE THE JUDGE!

FOCS186027



**Approved
Auto Repair**

010115008185027

CUSTOMER NO.	73089	ADDRESSOR	GENERAL ADVISOR	2595	DOB NO.	123	ISSUANCE DATE	06/29/10	ENDORSE NO.	FDCS186027
			LESSEE NO.		MAJOR		COLOR		STOCK NO.	5637
		VEHICLE MAKE / MODEL	10/FORD/FUSION/4DR SDN V6 SEL FWD			8,048	TUXEDO BLK		IN SERVICE	VEHICLE MILES
WICHITA, KS		VEHICLE EG. NO.	3FAHP0JG4AR				04/22/10	2,643		
							DELLAND CREDIT NO.	599		
							IT'S DATE	05/28/10		
BUSINESS PHONE		BUSINESS PHONE								MO: 8058

LABOR & PARTS

01000000

Check for while driving will lose power and die, restart and will run OK for a while then die again.
No codes in PCM. Road tested vehicle 10 miles without any problems. Reflashed PCM to a later calibration.

JOB # I TOTAL LABOR & PARTS 0.00

230502-2

01/12/2011 10:00:00

CHECK FOR TRANSMISSION SLIPPING
No problem found.

JOB # 2 TOTAL LABOR & PARTS	0.00
-----------------------------	------

[illegible]

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLEY...	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
------------------	------

GUSTOMEN SIGNATUR:

DUPLICATE INVOICE

[illegible]

Limitation of Warranty: The only warranty provided hereunder shall be that the factory warranty associated with the parts and accessories used by the Manufacturer. Further, the dealer neither assumes nor authorizes any person to assume for any liability in connection with the sale of the items described above. In no event shall dealer be liable for any incidental or consequential damages or commercial losses resulting from the use of the items described above.

12 MONTHS
12,000 MILES

WE ARE VERY PROUD TO OFFER A WHOLE 18 MONTHS WHOLE SALE GENERAL WARRANTY PROGRAM ON ALL MOWERS MADE IN OUR SERVICE DEPARTMENT. SOME ELECTRICAL AND ELECTRONIC REPAIRS, TIRE SWAPPING AND ROPS ALIGNMENT REPAIRS MAY BE EXCLUDED.

DP12-006 001988LC



You're rewarded
with each visit.



11771 W. Kellogg • Wichita, Kansas 67209
Phone 316-462-3673 • Toll Free 888-388-3673 • Service Fax 316-482-1459
service@mhford.com • parts@mhford.com

FOCS187912



FOCS187912

Approved
Auto Repair

0101IFOC6187912

CUSTOMER NO. 73089	ADDRESS SHAWN SANDERS	TAX NO. 2580 627	INVOICE DATE 07/22/10	INVOICE NO. FOCS187912
	LICENSE NO.	WEAFARE 10.928	COLOR TUXEDO BLK	BOOK NO. 3637
WICHITA, KS	VEHICLE INFO 10/FORD/FUSION/4DR SDN V6 SEL FWD	IN SERVICE 04/22/10	DELIVERY MILES 2,643	
	VEHICLE I.D. NO. 3 F A H P O J G 4 A R	WILLING DEALER NO. 599		
	R.O. NO.	R.O. DATE 07/19/10		
BUSINESS PHONE	COMMENTS			MO: 10928

LABOR & PARTS

WARRANTY
CHECK FOR TRANS IS SLIPPING AND NOT SHIFTING CORRECTLY
RPMs GO UP TO 5 OR 6K BEFORE SHIFTING OUT OF THIRD
Forward clutch pack
Road tested, verified concern. Trans fluid level o.k. but
fluid is burnt. RAI transmission and overhauled. Flushed the
transmission cooler, refilled with new fluid and road tested
to confirm repair.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	9L8Z-7153-G	KIT - BASKET		WARRANTY
JOB # 1	1	9L8Z-7A100-C	CONTROL ASY.		WARRANTY
JOB # 1	1	9L8Z-7A100-C	CORE RETURN		WARRANTY
JOB # 1	1	TA-29	SEALANT - SILI		WARRANTY
JOB # 1	1	9L8Z-7C384-A	CYLINDER		WARRANTY
JOB # 1	1	9L8Z-7B442-D	DRIVEN PLATE		WARRANTY
JOB # 1	1	9L8Z-7B164-C	DRIVE PLATE		WARRANTY
JOB # 1	1	9L8Z-7B066-B	PLATE - CLUTCH		WARRANTY
JOB # 1	1	9L8Z-7D483-D	SNAP RING		WARRANTY
JOB # 1	10	KT-10-QLVC	OIL - AUTOMATI		WARRANTY

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

WARRANTY
Lug nut cross-threaded.
Re-threaded the wheel stud and replaced the lug nut.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3	1	6L8Z-1012-AA	NUT - WHEEL		INTERNAL

JOB # 3 TOTAL PARTS 0.00

JOB # 3 TOTAL LABOR & PARTS 0.00

WARRANTY
SUBLET - POB - VENDOR INV - INV DATE - DESCRIPTION
JOB # 1 19304 907419 07/22/10 CAR RENTAL 907419

TOTAL - SUBLET 0.00

WARRANTY
MISC - CODE - DESCRIPTION - CONTROL NO -
JOB # 1 FUEL FUEL FOR VEHICLES

TOTAL - MISC 10.01

COMMENTS
SUBJECT
On 06/30/10, I agree to pay for the full amount of the repairs described above when they are completed and upon the availability of the subject vehicle, then I agree to pay interest on the balance due at a rate equal to 1.5% per month. Further, I agree that I shall be obligated to pay all the reasonable costs of collection of the subject bill by the dealer, including but not limited to attorney's fees and other collection costs. I agree to be obligated for any charges not included, either by way of a stop-payment order or insufficient funds, and an additional \$25 fee to the dealer, by accepting possession of the vehicle. I agree to hold harmless and indemnify the dealer from and against all claims, damages, losses, and expenses, including attorney's fees, that may be incurred by the dealer in connection with the collection of the subject bill.

Limitation of Warranty The only warranty provided hereunder shall be the 120,000 mile warranty specified with the parts and accessories held by the manufacturer. Further, the dealer neither assumes nor endorses any person to assume for it any liability in connection with the sale of the items described above. In no event shall dealer be liable for any incidental or consequential damages of (electronic repairs, tires, batteries and wheels) all claims, damages, losses, and expenses, including attorney's fees, that may be incurred by the dealer in connection with the collection of the subject bill.

12 MONTHS
12,000 MILES
WARRANTY PROGRAM

①
Trans



You're rewarded
with each visit.



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Phone 316-462-3673 • Toll Free 888-388-3673 • Service Fax 316-462-1459
service@mhford.com • parts@mhford.com

FOCS187912



FOCS187912

Approved
Auto Repair

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<p>CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****</p>																						
<p>12 MONTHS 12,000 MILES</p>																						

May. 24. 2011 1:36PM Mer Trust Oliver Branch

No. 9466 P. 3

**STEVEN FORD MERCURY
OF AUGUSTA, INC.**9955 E. W. Diamond Road
Augusta, KS 67010
(316) 776-2248
Fax: (316) 776-2240SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday

ROC Open Date	ROC Number				
4/20/11	6010904/1				
ROC Close Date	Status				
5/14/11	Reprint				
Message In	Message Out				
26143	26143				
Service Advisor / Tag #					
MATT TREGO/904					
Vehicle Identification Number					
3FAHP0JG4AF					
Delivery Date	In-Service Date				
Year	Make	Model	Body	Color	Engine Number
2010	FORD	FUSION	4DR SDN SEL FWD		

WICHITA, KS

DESCRIPTION OF SERVICE AND PARTS

#1 - MR Customer Reports: TRANS IS SLIPPING IN 2ND GEAR
CHECK AND ADVISE MELS REPLACED TRANS ALREADY LAST
YEAR HESITATES WHEN SHIFTING ON ACCEL AND SLOWING
DOWN
Caused by
CHECKED FLUID LEVEL AND CONDITION SELF TEST PASS C
ODES RECEIVED FLUID VERY DARK AND HAS BURNT SMELL
RAN DATA LOGGER ROADTESTED SEVERAL TIMES CONTACTED
HOTLINE 104518517 CHECKED PRESSURES OK REMOVED AND
DISASSEMBLED TRANS INSPECTED AND REPLACED ALL F
RICTION AND STEEL PLATES CENTER SUPPORT AND TOWER,
VALVE BODY SOLENOID BODY, TORQUE CONVERTOR AS PER
COST CAP REASSEMBLED AND FLUSHED COOLER LINES REI
NSTALLED PROGRAMMED PCM FOR NEW SOLENOID BODY
Corrected by 7000A: (P66) (42) AUTOMATIC TRANSMISSION
ASSEMBLY - REMOVE AND INSTA LL OR REPLACE (7000) -
Work performed by RICK KIRKWOOD(RK)
Corrected by 7000AXQ: (P66) (42) AUTOMATIC TRANSMISSION
ASSEMBLY - REMOVE AND INSTA LL OR REPLACE - L
EXTRA
Work performed by RICK KIRKWOOD(RK)
Corrected by 7000AZJ: (P66) (42) AUTOMATIC TRANSMISSION
ASSEMBLY - REMOVE AND INSTA LL OR REPLACE - L
EXTRA
Work performed by RICK KIRKWOOD(RK)
Corrected by 7000A2: (P66) (42) AUTOMATIC TRANSMISSION
ASSEMBLY - OVERHAUL (7C391/ 7000) - L
Work performed by RICK KIRKWOOD(RK)
Corrected by 7000A4: (P66) (42) AUTOMATIC TRANSMISSION

Warranty

Warranty

Warranty

Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing under inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair thereto.

DISCLAIMER OF WARRANTY: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, making any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this product. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X.

LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX ID.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

May. 24. 2011 1:36PM Mer Trust Oliver Branch

No. 9466 P. 4

**STEVEN FORD MERCURY
OF AUGUSTA, INC.**2855 S.W. Diamond Road
Augusta, KS 67010
(316) 775-2240
Fax: (316) 775-2240SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday

ECV Open Date	ECV Number
4/20/11	6010904/2
ECV Close Date	Status
5/14/11	Reprint
Mileage In	Mileage Out
26143	26143
Service Advisor's Tag #	
MATT TREGO/904	
Vehicle Identification Number	
3FAHP0JG4AR	
Delivery Date	In Service Date

NICHITA, KS

Year	Make	Model	Body	Color	License Number
2010	FORD	FUSION	4DR STD SEL FWD		

DESCRIPTION OF SERVICE AND PARTS

CONVERTER ASSEMBLY - FLUSH (7A283/7052/7902) - L

Work performed by RICK KIRKWOOD(RK)

Corrected by 7000A3: (P66) (42) AUTOMATIC TRANSMISSION

CASE ASSEMBLY - REPLACE (70 05) - L

Work performed by RICK KIRKWOOD(RK)

Corrected by 7000F: (P66) (42) AUTOMATIC TRANSMISSION

ELECTRONIC DIAGNOSIS - DIAG N0SIS (7000) - L

Work performed by RICK KIRKWOOD(RK)

Installed 9L8Z 7902 F : CONVERTER ASY Qty: 1

Installed 9L8Z 7B442 C : DRIVEN PLATE - STEEL Qty: 3

Installed 9L8Z 7B164 A : PLATE - CLUTCH INTERNAL SP Qty: 3

Installed 9L8Z 7A262 B : PISTON Qty: 1

Installed 9L8Z 7A130 A : SUPPORT Qty: 1

Installed 9L8Z 7B164 C : DRIVE PLATE - CLUTCH Qty: 3

Installed 9L8Z 7B442 D : DRIVEN PLATE - STEEL Qty: 3

Installed 9L8Z 7B164 B : PLATE - CLUTCH INTERNAL SP Qty: 4

Installed 9L8Z 7B442 B : DRIVEN PLATE - STEEL Qty: 2

Installed 9L8Z 7B005 A : PISTON - INTERMEDIATE CLUT Qty: 1

Installed 9L8Z 7A262 C : PISTON ASY - OVERDRIVE CLU Qty: 1

Installed 9L8Z 7B164 D : PLATE ASY - DRIVE Qty: 5

Installed 9L8Z 7B442 E : DRIVEN PLATE - STEEL Qty: 5

Installed 9L8Z 7H360 A : PISTON ASY - OVERDRIVE CLU Qty: 1

Installed 9L8Z 1177 BA : SEAL Qty: 1

Installed 9L8Z 1177 A : SEAL Qty: 1

Installed 9L8Z 7B442 A : DRIVEN PLATE - STEEL Qty: 2

Installed AL8Z 7G391 A (FP) : SOLENOID ASY Qty: 1

Installed BL8Z 7A100 A : CONTROL ASY - TRANSMISSION Qty: 1

Installed 9L8Z 7153 A : KIT - GASKET Qty: 1

Installed 9L8Z 7L328 D : SUPPORT - TRANSMISSION CEN Qty: 1

Warranty

Warranty

Warranty

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Warranty

THROUGH STRONGLY CASH LIMITED ARRANGEMENTS ARE MADE. I hereby authorize the repair work performed to be done using the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any claims caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTY. Any warranties on the products sold hereby are those made by the manufacturer. This seller hereby expressly disclaims all warranties, other express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitations contained herein does not apply where prohibited by law.

NO REFUND ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX ID.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

May 24, 2011 1:36PM Mer trust Oliver Branch

No. 9466 P. 5

**STEVEN FORD MERCURY
OF AUGUSTA, INC.**8955 S.W. Diamond Road
Augusta, KS 67010
(316) 776-2246
Fax: (316) 776-2240SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday

RIO Open Date	RIO Number				
4/20/11	6010904/3				
RIO Close Date	State				
5/14/11	Reprint				
Invoice #	Invoice Out				
26143	26143				
Service Advisor Log #					
MATT TREGO/904					
Vehicle Identification Number					
3FAHP0JG4AR					
Invoice Date	Invoice Date				
Year	Make	Model	Body	Color	License Number
2010	FORD	FOUSION	4DR SDN S&L FWD		

WICHITA, KS

Year	Make	Model	Body	Color	License Number
2010	FORD	FOUSION	4DR SDN S&L FWD		

DESCRIPTION OF SERVICE AND PARTS

Installed XT 10 QLVC ROLL - AUTOMATIC TRANSMISSION Oxy: 12
AND RESERVICED AND ROADTESTED ALL GOODAMOUNT
Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereon to be done along with the necessary material and tools that you are responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of making and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair invoice.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller hereby disclaims any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

CHUCK PANTO
7A 130
END message
26 255

Checked Fluid Level a Combustion Self test
Pass Codes Received Fluid very dark and HAS
Burnt Smell Ran Data Logger Road test Several
Times Connected Hotline 604 518 517 checked
pressures OK Reassembled disassembled TRANS
Inspected Replaced all Friction & Steel plates
Center Support and tower, Valve Body Sol.
Body, Torque Convention AS per COST CAP
Reassembled & Flushed cooler Lines, ReInstalled
Programmed PCM for New Solenoid Body
and Service & Road tested GOOD

Valve Body Sol. Body Support & clutch tower not
sealing
correctly

TECH TIME
STAMPS

11 APR 26 18:04
11 APR 25 14:25
11 APR 25 17:01
11 MAY 6 15:16
11 MAY 6 17:18
11 MAY 9 10:11
11 MAY 9 12:05
11 MAY 10 13:51
11 MAY 10 18:11

May. 24. 2011 1:36PM Mer Lust Oliver Branch

No. 9466 P. 6

**STEVEN FORD MERCURY
OF AUGUSTA, INC.**

9955 S.W. Diamond Road

Augusta, KS 67010

(318) 775-2248

Fax: (318) 775-2240

SERVICE DEPARTMENT HOURS
7:00 a.m. to 5:00 p.m.
Monday - Friday

POC Date	R/O Number
5/23/11	6011329/1
POC Date	State
5/24/11	Pre-Invoice
Message In	Message Out
26847	26847
Service Advisor / Tag #	
MATT TREGO/329	
Vehicle Identification Number	
3FAHP0JG4AR	
Delivery Date	Invoice Date

WICHITA, KS

Year	Make	Model	Code	Color	License Number
2010	FORD	FUSION	4DR SDN SEL FWD		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: CHECK ENGINE LIGHT CAME ON AND CAR WOULD NOT GO VO ER 3 MPH CHECK AND ADVISE Caused by COULD NOT DUPLICATE CONCERN AT THIS TIME ALL CHECK S OK. Work performed by RICK KIRKWOOD (RK)	Warranty
<small>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and advise that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs herein.</small>	
<small>DISCLAIMER OF WARRANTY: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</small>	
LABOR PARTS DEDUCTIBLE SUBLEY SHOP SUPPLIES HAZARDOUS MATERIALS SALES TAX OR TAX LD. SPECIAL ORDER DEPOSIT DISCOUNTS TOTAL DUE	.00 .00 .00 .00 .00 .00 .00 .00 .00
<small>NO RETURN ON ELECTRICAL OR CARE BY FILMS OR SPECIAL ORDERS</small>	
<small>SALES TAX EXEMPTION CERTIFICATE, VEHICLE LICENSE AND REGISTRATION EXEMPTIONS</small>	

FROM STEVEN FORD-MERCURY AUGUSTA 3167752240 (WED) JUN 28 2011 10:20/ST. 10:20/No. 8100000353 P 1

**STEVEN FORD MERCURY
OF AUGUSTA, INC.**

2955 S.W. Diamond Road
Augusta, KS 67010
(316) 775-2246
Fax: (316) 775-2240



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday

Reprint Date	6/01/11	Reprint Number	6011453/1
Reprint Date	6/04/11	Reprint	
Table Number	27302	Table Number	27302
MATT TREGO/453			
3FAHP0JG4A			

WICHITA, KS

Year	Make	Model	Engine	Color	Vehicle Number
2010	FORD	FUSION	4DR SDN SEL FWD		

DESCRIPTION OF SERVICE AND PARTS	ALSO ON
<p>#1 - MR Customer Reports: AT TIMES THE TACHOMETER WILL BOUNCE UP AND DOWN BETWEEN 500-1300 RPMs AND WRENCH LIGHT COMES ON AND WHEN THATS HAPPENING THE CAR WILL NOT ACCELERATE. CHECK AND ADVISE</p> <p>Caused by</p> <p>ROAD TESTED NUMEROUS TIMES TO DUPLICATE CONCERN SE LP TESTED PASS CODES RECIEVED RAN DATA LOGGER ROAD TESTED AGIAN NUMEROUS TIME CHECKED OASIS NO APPLI ABLE MESSEGES CONTACTED HOTLINE 104604241 CHECKED POSITIVE AND NEGATIVE BATTERY CABLES ROADTESTED CH ECKED MASS AIR FLOW VOLTAGE ELECTRONIC THROTTLE CO NTROL ACTUAL AND ELECTRONIC THROLLE CONTROL DESIRE D. FOR SPLIT MAF V AT IDLE .81V AND 4.28 WOT WIGGL E TESTED WIRING INSPECTED ELECTRONIC THROTTLE CONT</p> <p>Corrected by 9926A: (D13) (42) THROTTLE BODY - AIR INTAKE - REPLACE (9E926) - L</p> <p>Work performed by RICK KIRKWOOD(RK)</p> <p>Corrected by 12650D: (D13) (42) EEC (QUICK TEST) - DIAGNOSIS - L</p> <p>Work performed by RICK KIRKWOOD(RK)</p> <p>Corrected by 12650DX1: (D13) (42) EEC (QUICK TEST) - DIAGNOSIS - L EXTRA TIME TO REP EAT FINAL QUICK TEST</p> <p>Work performed by RICK KIRKWOOD(RK)</p> <p>Corrected by 12650D45: (D13) (42) PIN POINT TEST - DIAGNOSIS - L</p> <p>Work performed by RICK KIRKWOOD(RK)</p> <p>Installed 9L8Z 9E926 A (FP) THROTTLE BODY AND MOTO Qty: 1</p> <p>ROL CONNECTORS AND WIRING CHECKED AIR CLEANED BOX</p>	<p>Warranty</p> <p>Warranty</p> <p>Warranty</p> <p>Warranty</p>

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby grant you or your employees permission to remove the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SURFET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX ID	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

JULY 2011 FORD CREDIT FINANCIAL SERVICES

FROM STEVEN FORD-MERCURY AUGUSTA 3167752240 (WED) JUN 29 2011 10:21/ST. 10:20/No. 8100000353 P 2

**STEVEN FORD MERCURY
OF AUGUSTA, INC.**

8855 S.W. Diamond Road
Augusta, KS 67010
(316) 775-2248
Fax: (316) 775-2240



SERVICE DÉPARTEMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday

Reprint Date	Reprint
6/01/11	6011453/2
Reprint Date	Reprint
6/04/11	Reprint
Reprint Date	Reprint
27302	27302
MATT TREGO/453	
3PAHP0JG4N	
Reprint Date	Reprint
Reprint Date	Reprint

DESCRIPTION OF SERVICE AND PARTS

AMOUNT

AND HOSE AND RELATED ELECTRONIC THROTTLE BODY AND
RESET KAM AND PERFORMED ENGINE AND TRANSMISSION DR
IVE CYCLE ROAD TESTED AND RETESTED ALL GOOD

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the VEHICLE herein described on streets, highways, or elsewhere for the purpose of testing under inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO REPAIR ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

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and mileage
27332

Road tested Numerous times to Duplicate
Concern Self tested Pass Codes Reentered
Ran Data Logger Road Test Numerous times checked
OASIS No applicable messages Contacted Hotline
104604241 checked Pos. & Neg. Battery Codes
Road tested checked (MTRV etc. & Act. ~~etc.~~ etc. Des
for Split MTRV & Dole. 81V & 4.28 Wot
Wiggle tested wiring Inspected etc connectors & wiring
Checked Air Cleaner Bore & Hose & Replaced ETB
and Reset Kom & Rechecked Engine & Trans Drive
cycle Road test & Road facts Retest Good

Intermittent ETB

Electronic throttle Cams
desired actual

TECH TIME
STAMPS

11 JUN 1 14.57

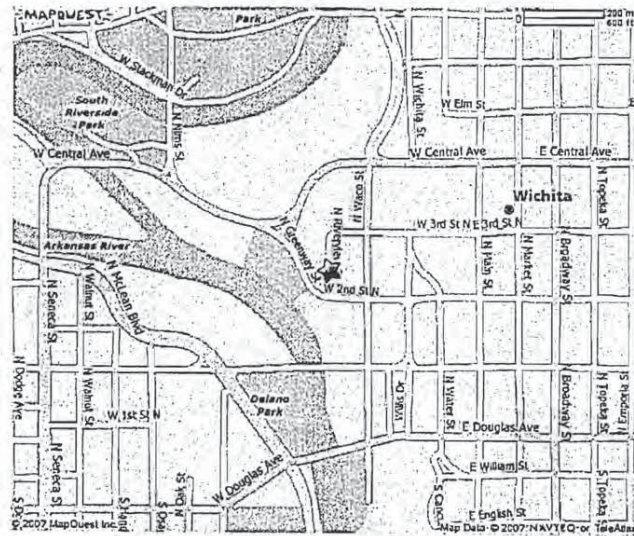
11 JUN 1 17.4

11 JUN 2 9.4

11 JUN 2 11.15

LOCATION OF BETTER BUSINESS BUREAU:

**345 N. Riverview St., Ste 720
Riverview Building
Wichita, KS 67203
316-263-3542**



From the west:

Take 400 E / US-54 E / Kellogg Ave. eastbound
Take the exit toward CENTRAL BUSINESS DISTRICT
Turn LEFT onto S MAIN ST.
Turn LEFT onto CENTURY II DR becomes N WATER ST.
Turn LEFT onto W 2ND ST N
Turn RIGHT onto N RIVERVIEW ST.

From the east:

Take 400 W / US-54 W / Kellogg Ave. westbound
Take the exit toward CENTRAL BUSINESS DISTRICT
Turn RIGHT onto BROADWAY ST.
Turn LEFT onto W 2ND ST N
Turn RIGHT onto N RIVERVIEW ST.



Manufacturer Settlement Offer

CUSTOMER NAME: [REDACTED]
CASE NUMBER: FRD1120643
TODAY'S DATE: June 14, 2011

Ford Motor Company is offering a vehicle inspection performed by a Ford factory trained Field Service Engineer with repair of any verified warrantable concerns.

Lou Costa
Dispute Resolution Specialist
Ford Motor Company



BBB AUTO LINE

June 8, 2011
Re: W-C2 FRD1120643: [REDACTED] vs Ford Motor Corporation
3FAHP0JG4AR [REDACTED]

KROHN & MOSS AL GA IL KY KS MN MO WI TX
120 WEST MADISON 10TH FLOOR
CHICAGO IL 60602

Dear Adam Maxwell:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

- * *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- * *Agreement to Arbitrate* – The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
- * *Customer Claim Form (CCF)* – Information we have on file regarding your complaint is recorded on the CCF. Please verify the accuracy of the information and return the CCF to us with any necessary corrections or additions.
- * *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
- * *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

- * How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

Council of Better Business Bureaus, Inc.

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

- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

- _____ No further documentation is required at this time
- _____ Repair orders relating to the complaints(s)
- _____ The vehicle's current registration
- _____ The purchase contract or lease agreement
- _____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Donna Patterson at Extension 506



BBB AUTO LINE

June 8, 2011

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1120643 [REDACTED] vs Ford Motor Corporation 3FAHP0JG4AF [REDACTED]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

- * *Customer Claim Form (CCF)*
- * Any documentation submitted by the attorney
- * *Agreement to Arbitrate* (except in California);
- * *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

- * How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

Council of Better Business Bureaus, Inc.

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

Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 06/08/2011

Case Number: FRD1120643

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 KS 3FAHP0JG4AR [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Fusion

Year : 2010

All parties named above submit to arbitration the following:

- * Engine/Electrical
- * Transmission
- * Trim

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase

Manufacturer : Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

Council of Better Business Bureaus, Inc.

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

ATA

LOCATION OF BETTER BUSINESS BUREAU:

**345 N. Riverview St., Ste 720
Riverview Building
Wichita, KS 67203
316-263-3542**



From the west:

Take 400 E / US-54 E / Kellogg Ave. eastbound
Take the exit toward CENTRAL BUSINESS DISTRICT
Turn LEFT onto S MAIN ST.
Turn LEFT onto CENTURY II DR becomes N WATER ST.
Turn LEFT onto W 2ND ST N
Turn RIGHT onto N RIVERVIEW ST.

From the east:

Take 400 W / US-54 W / Kellogg Ave. westbound
Take the exit toward CENTRAL BUSINESS DISTRICT
Turn RIGHT onto BROADWAY ST.
Turn LEFT onto W 2ND ST N
Turn RIGHT onto N RIVERVIEW ST.

VIA FACSIMILE: 703-247-9700
(With Delivery Confirmation)

June 3, 2011

Council of Better Business Bureau, Inc.
Attn.: Brian Drouin
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838

RE: [REDACTED] v. Ford Motor Company

Dear Mr. Drouin,

Please find enclosed the corresponding documents for the referenced case. We are requesting a documents-only hearing (fax: 866-264-3755). My clients' written position has been stated in this initial application. They request a refund or replacement under the Magnuson-Moss Law based on defects in the vehicle.

Please send notices fax only; please do not send any paper form of notices as our office is paperless. Thank you for your cooperation in this matter to our request.

Thank you,

Chris Hyatt
Krohn & Moss, Ltd
120 W. Madison Street
10th Floor
Chicago, IL 60602
(312) 578-9428 Ext 206

FRD1120643
LWRTGC

Krohn & Moss, Ltd.

California, Florida, Illinois, Kansas, Kentucky, Indiana, Minnesota, Missouri, Ohio, Texas, Washington DC, Wisconsin

Main Office

120 West Madison, 10th Floor

Chicago, Illinois 60602

www.krohnandmoss.com

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(866) 309-9468
Writer's Direct E-Mail
amaxwell@consumerlawcenter.com*

*Writer Licensed to practice
only in:
Missouri
Kansas*

May 26, 2011

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 Fusion

VIN: 3FAHP0JG4AR [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective engine/electrical system as evidenced by the vehicle repeatedly shutting off while driving, illumination of the check engine light and the inability to drive over 3 MPH;
2. Defective transmission as evidenced by the transmission slipping, RPM surging during shifts and hesitation when shifting during acceleration and deceleration; and
3. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

Page 2

May 26, 2011

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle, and you are hereby notified of the need for repair. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. [REDACTED] 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. [REDACTED], 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty [REDACTED] v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-

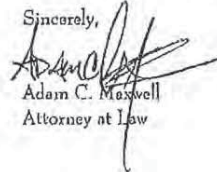
Page 3

May 26, 2011

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,



Adam C. Maxwell
Attorney at Law

ACM/tm

cc [REDACTED]

*Fixed @
866-264-
3755
@ 2:38 pm 6/1/11*

**BBB AUTO LINE
Customer Claim Form**

Case number:
Contact Date:
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: C/ [REDACTED] Esq.; Krohn & Moss, Ltd [REDACTED]		
City: Chicago	State: IL	Zip code: 60602
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: 866-264-3755	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Fusion	Year: 2010	Current mileage:
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Mel Hambleton Ford, Wichita KS			
Primary Servicing dealer/city/state: Steve Ford Mercury of Augusta, Augusta KS			
Acquired as <input 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: April 22, 2010		Mileage at purchase/lease: 2,643	
First repair attempt date: May 22, 2010		First repair attempt mileage: 5,152	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business: 0	
		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)

VIN: 3FAHP0JG4A [REDACTED]	/ Vehicle Repurchase plus attorneys fees.
----------------------------	---

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER	
Lienholder/Leasing Company	Ford Motor Credit Co. Phone Number 1-800-334-1161
Account Number	[REDACTED]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Examples				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: 2 months

Signature of Titled Owner(s) _____

Date 6/1/11

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
 4200 Wilson Blvd., Suite 800
 Arlington VA, 22203-1838
 Fax: 703-247-9700

Date of Repair	Mileage	Description of Problem/Repair	Details
04/21/10	8	Perform 10B15 program	Recall
05/22/10	5,152	Complete lube oil and filter change	Service
06/28/10	8,048	While driving will lose power and die. Restart and will run ok for a while then die again	Engine/Electrical
07/15/10	10,026	Complete lube oil and filter change	Service
07/19/10	10,928	Trans is slipping and not shifting correctly RPMS go up to 5 or 6k before shifting out of third	Transmission
09/16/10	14,853	Prem maint	Maintenance
12/30/10	20,373	20k mile service	Service
		Wiper blades not clearing glass	Trim/Electrical
04/20/11-05/14/11	26,143	Trans is slipping in 2 nd gear. MELS replaced trans already last year hesitates when shifting on accel and slowing down	Transmission
05/23/11-05/24/11	26,847	Check engine light came on and car would not go over 3 mph	Engine/Electrical

DEAL #: 64418
DATE: 04/22/2010
CUSTOMER #: 73085
SALES CONTRACT



Title No. _____ And/or _____
 Name _____
 Street or Box Number _____ City/CHICAGO _____ State _____
 Phone () _____
 Phone (V) _____

STOCK NO.	YEAR	MAKE	MODEL & BODY STYLE	MILEAGE	COLOR	IDENTIFICATION NUMBER
25	2010	FORD	4DR SDN VG SEL FWD	2642	TAYEDD 3 F A N P C I E / A	
TRADE-IN	YEAR	MAKE	MODEL & BODY STYLE	MILEAGE	COLOR	IDENTIFICATION NUMBER
37A	2006	PONTIAC	G30 2DR CD	30057	SEA	G R O W N I 2 H O C

VEHICLE/EQUIPMENT	ADDED EQUIPMENT:	BASE PRICE & OPTIONS	
		Added Equipment	26955.00
		Total Purchase Price	788.00
	AUTO TRAIL SEALANT 399.00	Trade Allowance And Discount <i>20% Paid</i>	27755.00
			17500.00
	NITROGEN 399.00	Trade Difference	10253.00
		Extended Service Agreement	2995.00
		Maintenance Agreement	
		Administrative Fee	349.50
			N/A
		Sub Total	12597.50

Sales Tax	856.85
Estimated Balance Owed On Trade In See Item #10	24500.00
TOTAL CASH PRICE	30354.15
Partial Payment	
Additional Amount Due	
BALANCE DUE	

2.1. Buyat warrants and berries in: the estimated balance owed on

1-800-727-7000		Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		DATE	
 FordCredit www.fordcredit.com		 WICHITA KS		SELLER/CREDITOR (Seller Name and Address) MEL HAMBELTON FORD INC. 11771 WEST KELL OGGS WICHITA KS 67209	

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 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 contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	2643	2010 FORD	FUSION	3FAHP0JG4A	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In 2006 PONTIAC	\$ 17500.00	\$ 24500.00
Year and Make	Gross Allowance	Amount Owning

1. Cash Price \$ 27753.00 (1)	
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ N/A
Trade-In (description above)	\$ 0.00
Total Down Payment	\$ 0.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) \$ 27753.00 (3)	
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) To Public Officials	
(i) for license, title & registration fees \$ N/A	
(ii) for official fees \$ 1.50	
(iii) for taxes (not in Cash Price) \$ 356.65	\$ 850.15
To Insurance Companies for:	
Credit Life Insurance	\$ 1733.98
Credit Disability Insurance	\$ N/A
To MID AMERICA CU for NET TRADE-IN PAYOFF	\$ 7000.00
To DIVERSIFIED for GAP COVERAGE	\$ 700.00
To FORD ESP for SERVICE CONTRACT	\$ 2995.00
To MEL HAMBELTON FORD for ADMINISTRATIVE FEE	\$ 349.50
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
Total	\$ 13635.63 (4)
5. Amount Financed (3 plus 4) \$ 41389.63 (5)	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
1.90 %	\$ 2470.61	\$ 41389.63	\$ 43860.24	\$ 43860.24

Your Payment Schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due

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

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

NOTICE: You shall have the option providing the required insurance through an existing policy of insurance owned or controlled by you, or through a policy obtained and paid for by you. The Creditor may for reasonable cause decline the insurance provided by you.

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

<input type="checkbox"/> Credit Life Insurance	<input type="checkbox"/> Credit Disability Insurance
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company
<input type="checkbox"/> Other Insurance Company	<input type="checkbox"/> Other Insurance Company

Ca-Buyer.com

DP12-006 002016LC

Standard Claims List For Model Year 2010

Detailed Vehicle Specification

VIN	MKT LINE	BODY VER	DRIVE PLT TRS	END PROD WARR SELLING CELL	PTS WCC CPG & PREF BASE	SUPP CCC CD	DIST (Miles)	
CD	CD	CD	CD	DATE DATE DEALER CNT				
3FAHP004AR	C/DSE	F	C/A *	C/A A3 C/W6 C/SO	04-DEC-2009	22-APR-2010	153203 USA 0 * * * * *	B
AWS Claim Key: 232577 Trx Code: 10B15 Labor Hrs: 0.3								
Dir Cd-Sch Cd:		05078 -	Name: MEL HAMBELTON FORD, INC.	Pri: 316-4623673 St/KS	City Cd:	USA Reg Cd:	NA	Repr Date: 21-APR-2010 Doc: R:1300470
Cost Comments: PERFORM 10B15 PROGRAM								
Tech Comments: PERFORM 10B15 PROGRAM								
3FAHP004AR	C/DSE	P	C/A *	C/A A3 C/W6 C/SO	04-DEC-2009	22-APR-2010	153203 USA 2 6Y05 000001 *	MAINT * A99 B2 5152
AWS Claim Key: 456149 Trx Code: 09685 Labor Hrs: 0.9								
Dir Cd-Sch Cd:		05078 -	Name: MEL HAMBELTON FORD, INC.	Pri: 316-4623673 St/KS	City Cd:	USA Reg Cd:	NA	Repr Date: 22-MAY-2010 Doc: R:182318D
Cost Comments: COMPLETE LUBE OIL AND FILTER CHANGE								
Tech Comments: COMPLETE LUBE OIL AND FILTER CHANGE								
3FAHP004AR	C/DSE	F	C/A *	C/A A3 C/W6 C/SO	04-DEC-2009	22-APR-2010	153203 USA 3 2C04 000415 *	DIAG * E21 G2 3048
AWS Claim Key: 712739 Trx Code: 1 Labor Hrs: 0.3								
Dir Cd-Sch Cd:		05078 -	Name: MEL HAMBELTON FORD, INC.	Pri: 316-4623673 St/KS	City Cd:	USA Reg Cd:	NA	Repr Date: 21-JUN-2010 Doc: R:1960270
Cost Comments: CHECK FOR WHILE DRIVING WILL LOSE POWER AND DIE. RESTART AND WILL RUN OK FOR A WHILE THEN DIE AGAIN.								
Tech Comments: NO CODES IN PCM, ROAD TESTED VEHICLE 10 MILES WITHOUT ANY PROBLEMS. REFRESHED PCM TO A LATER CALIBRATION.								
3FAHP004AR	C/DSE	F	C/A *	C/A A3 C/W6 C/SO	04-DEC-2009	22-APR-2010	153203 USA 3 6Y05 000001 *	MAINT * A99 B3 10226
AWS Claim Key: 721342 Trx Code: 09085 Labor Hrs: 0.9								
Dir Cd-Sch Cd:		05078 -	Name: MEL HAMBELTON FORD, INC.	Pri: 316-4623673 St/KS	City Cd:	USA Reg Cd:	NA	Repr Date: 15-JUL-2010 Doc: R:187680D
Cost Comments: COMPLETE LUBE OIL AND FILTER CHANGE								
Tech Comments: COMPLETE LUBE OIL AND FILTER CHANGE								
3FAHP004ARJ73749	C/DSE	F	C/A *	C/A A3 C/W6 C/SO	04-DEC-2009	22-APR-2010	153203 USA 3 3A02 070100 9L8Z 7C384 A	P87 A3 1092X
AWS Claim Key: 574550 Trx Code: 1 Labor Hrs: 15.7								
Dir Cd-Sch Cd:		05078 -	Name: MEL HAMBELTON FORD, INC.	Pri: 316-4623673 St/KS	City Cd:	USA Reg Cd:	NA	Repr Date: 19-JUL-2010 Doc: R:18791204
Cost Comments: CHECK FOR TRANS IS SLIPPING AND NOT SHIFTING CORRECTLY RIMS GO UP TO 5 OR 6K BEFORE SHIFTING OUT OF THIRD								
Tech Comments: FORWARD CLUTCH PUCK ROAD TESTED, VERIFIED CONCERN, TRANS FLUID LEVEL O.K. BUT FLUID IS BURNT. RA1 TRANSMISSION AND OVERHAULED, FLUSHED THE TRANSMISSION COOLER, REFILLED WITH NEW FLUID AND ROAD TESTED TO CONFIRM REPAIR.								
3FAHP004AR	C/DSE	F	C/A *	C/A A3 C/W6 C/SO	04-DEC-2009	22-APR-2010	153203 USA 3 6Y05 000001 *	MADNT * A99 B2 14553
AWS Claim Key: 1092169 Trx Code: 09085 Labor Hrs: 1.2								
Dir Cd-Sch Cd:		05078 -	Name: MEL HAMBELTON FORD, INC.	Pri: 316-4623673 St/KS	City Cd:	USA Reg Cd:	NA	Repr Date: 16-SEP-2010 Doc: R:191060D
Cost Comments: PREM MAINT								
Tech Comments: COMPLETE LUBE OIL AND FILTER CHANGE								
3FAHP004AR	C/DSE	F	C/A *	C/A A3 C/W6 C/SO	04-DEC-2009	22-APR-2010	153203 USA 9 6Y05 000001 *	MAINT * A99 B3 10173
AWS Claim Key: 1616456 Trx Code: 09685 Labor Hrs: 1								

Thanks for your business, we look forward to seeing you again!

Dir Cd-Sub Cd:	05078 -	Name:	MEL HAMBELTON FORD INC.	Ph:	316-4623673	St:KS	City Cd:	USA	Reg Cd:	NA	Repr Date:	30-DEC-2010	Doc #:	20244801
Cust Comments:	CUSTOMER REQUESTS A 20K MILE SERVICE													
Tech Comments:	CUSTOMER REQUESTS A 20K MILE SERVICE PERFORMED A 20K MILE SERVICE PER CUSTOMER'S REQUEST 1248.													
04-23- 153203 USA 9 7P02 011601 6E1Z 17328 AB W05 42 20373 2009 2010														
AWIS Claim Key:	1818462	Trx Code:	J	Label Hrs:	0.2									
Dir Cd-Sub Cd:	05078 -	Name:	MEL HAMBELTON FORD INC.	Ph:	316-4623673	St:KS	City Cd:	USA	Reg Cd:	NA	Repr Date:	30-DEC-2010	Doc #:	20244804
Cust Comments:	WIPER BLADES NOT CLEARING GLASS													
Tech Comments:	COMPLETE 1246 REPLACE WIPER BLADES													

STEVEN FORD MERCURY OF AUGUSTA, INC.

3955 S.W. Diamond Road
 Augusta, KS 67010
 (316) 775-2248
 Fax: (316) 775-2240



SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday

R/O Open Date	R/O Number
4/20/11	6010904/
R/O Close Date	Status
5/14/11	Reprint
Mileage In	Mileage Out
26143	26143
Service Advisor / Tag #	
MATT TREGO/904	
Vehicle Identification Number	
3FAHP0JG4AR	
Demarc Date	In-Service Date
Color	License Number

WICHITA, KS

DESCRIPTION OF SERVICE AND PARTS

#1 - MR Customer Reports: TRANS IS SLIPPING IN 2ND GRAR
 CHECK AND ADVISE MELS REPLACED TRANS ALREADY LAST
 YEAR HESITATES WH EN SHIFTING ON ACCEL AND SLOWING
 DOWN
 Caused by
 CHECKED FLUID LEVEL AND CONDITION SELF TEST PASS C
 ODES RECEIVED FLUID VERY DARK AND HAS BURNT SMELL
 RAN DATA LOGGER ROADTESTED SEVERAL TIMES CONTACTED
 HOTLINE 104518517 CHECKED PRESSURES OK REMOVED AN
 D DISSASSEMBLED TRANS INSPECTED AND REPLACED ALL F
 RITION AND STEEL PLATES CENTER SUPPORT AND TOWER,
 VALVE BODY SOLENOID BODY, TORQUE CONVERTOR AS PER
 COST CAP REASSEMBLED AND FLUSHED COOLER LINES REI
 NSTALLED PROGRAMMED PCM FOR NEW SOLENOID BODY
 Corrected by 7000A: (P66) (42) AUTOMATIC TRANSMISSION
 ASSEMBLY - REMOVE AND INSTA LL OR REPLACE (7000) -
 Work performed by RICK KIRKWOOD(RK)
 Corrected by 7000AXQ: (P66) (42) AUTOMATIC TRANSMISSION
 ASSEMBLY - REMOVE AND INSTA LL OR REPLACE - L
 EXTRA
 Work performed by RICK KIRKWOOD(RK)
 Corrected by 7000AZJ: (P66) (42) AUTOMATIC TRANSMISSION
 ASSEMBLY - REMOVE AND INSTA LL OR REPLACE - L
 EXTRA
 Work performed by RICK KIRKWOOD(RK)
 Corrected by 7000A2: (P66) (42) AUTOMATIC TRANSMISSION
 ASSEMBLY - OVERHAUL (7C391/ 7000) - L
 Work performed by RICK KIRKWOOD(RK)
 Corrected by 7000A4: (P66) (42) AUTOMATIC TRANSMISSION

Warranty

Warranty

Warranty

Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X.

LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX ID.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

STEVEN FORD MERCURY OF AUGUSTA, INC.

9855 S.W. Diamond Road
 Augusta, KS 67010
 (316) 775-2248
 Fax: (316) 775-2240



SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday

S/O Open Date	S/O Number
4/20/11	6010904/2
S/O Close Date	Status
5/14/11	Reprint
Mileage In	Mileage Out
26143	26143
Service Advisor / Tag #	
MATT TREGO/904	
Vehicle Identification Number	
3FAHP0JG4AR	
Delivery Date	In-Service Date

WICHITA, KS

Year	Make	Model	Body	Color	License Number
2010	FORD	FUSION	4DR SDN SEL FWD		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
CONVERTER ASSEMBLY - FLUSH (7A283/7052/7902) - L	Warranty
Work performed by RICK KIRKWOOD(RK)	
Corrected by 7000A3: (P66) (42) AUTOMATIC TRANSMISSION	
CASE ASSEMBLY - REPLACE (70 05) - L	Warranty
Work performed by RICK KIRKWOOD(RK)	
Corrected by 7000F: (P66) (42) AUTOMATIC TRANSMISSION	
ELECTRONIC DIAGNOSIS - DIAG NOSIS (7000) - L	Warranty
Work performed by RICK KIRKWOOD(RK)	
Installed 9L8Z 7902 F :CONVERTER ASY Qty: 1	Warranty
Installed 9L8Z 7B442 C :DRIVEN PLATE - STEEL Qty: 3	Warranty
Installed 9L8Z 7B164 A :PLATE - CLUTCH INTERNAL SP Qty: 3	Warranty
Installed 9L8Z 7A262 B :PISTON Qty: 1	Warranty
Installed 9L8Z 7A130 A :SUPPORT Qty: 1	Warranty
Installed 9L8Z 7B164 C :DRIVE PLATE - CLUTCH Qty: 3	Warranty
Installed 9L8Z 7B442 D :DRIVEN PLATE - STEEL Qty: 3	Warranty
Installed 9L8Z 7B164 B :PLATE - CLUTCH INTERNAL SP Qty: 4	Warranty
Installed 9L8Z 7B442 B :DRIVEN PLATE - STEEL Qty: 2	Warranty
Installed 9L8Z 7E005 A :PISTON - INTERMEDIATE CLUT Qty: 1	Warranty
Installed 9L8Z 7A262 C :PISTON ASY - OVERDRIVE CLU Qty: 1	Warranty
Installed 9L8Z 7B164 D :PLATE ASY - DRIVE Qty: 5	Warranty
Installed 9L8Z 7B442 E :DRIVEN PLATE - STEEL Qty: 5	Warranty
Installed 9L8Z 7H360 A :PISTON ASY - OVERDRIVE CLU Qty: 1	Warranty
Installed 9L8Z 1177 BA :SEAL Qty: 1	Warranty
Installed 9L8Z 1177 A :SEAL Qty: 1	Warranty
Installed 9L8Z 7B442 A :DRIVEN PLATE - STEEL Qty: 2	Warranty
Installed AL8Z 7G391 A (FP):SOLENOID ASY Qty: 1	Warranty
Installed BL8Z 7A100 A :CONTROL ASY - TRANSMISSION Qty: 1	Warranty
Installed 9L8Z 7153 A :KIT - GASKET Qty: 1	Warranty
Installed 9L8Z 7L328 D :SUPPORT - TRANSMISSION CEN Qty: 1	Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

STEVEN FORD MERCURY OF AUGUSTA, INC.

9855 S.W. Diamond Road
 Augusta, KS 67010
 (316) 775-2246
 Fax: (316) 775-2240



SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday

R/O Open Date	R/O Number
4/20/11	6010904/3
R/O Close Date	Status
5/14/11	Reprint
Mileage In	Mileage Out
26143	26143
Service Advisor / Tag #	
MATT TREGO/904	

[REDACTED]			Work Phone	Vehicle Identification Number	
WICHITA, KS			[REDACTED]	3FAHP0JG4AE	
[REDACTED]			Home Phone	Delivery Date	In Service Date
[REDACTED]			[REDACTED]		
Year	Make	Model	Body	Color	License Number
2010	FORD	FUSION	4DR SDN SEL FWD		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Installed XT 10 QLVC OIL - AUTOMATIC TRANSMISSION Qty: 12 AND RESERVICED AND ROADTESTED ALL GOOD	Warranty

STEVEN FORD MERCURY OF AUGUSTA, INC.

9955 S.W. Diamond Road
 Augusta, KS 67010
 (318) 775-2240
 Fax: (318) 775-2240



SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday

R/O Open Date	R/O Number				
5/23/11	6011329/1				
R/O Close Date	State				
5/24/11	Pre-Invoice				
Mileage In	Mileage Out				
26847	26847				
Service Advisor / Tag #					
MATT TREGO/329					
Vehicle Identification Number					
3FAHP0JG4AR					
Delivery Date	In-Service Date				
Year	Make	Model	Body	Color	License Number
2010	FORD	FUSION	4DR SDN SEL FWD		

Wichita, KS		Work Phone	
		Home Phone	

DESCRIPTION OF SERVICE AND PARTS	WARRANTY																				
<p>#1 - Customer Reports: CHECK ENGINE LIGHT CAME ON AND CAR WOULD NOT GO VO ER 3 MPH CHECK AND ADVISE Caused by COULD NOT DUPLICATE CONCERN AT THIS TIME ALL CHECK S OK. Work performed by RICK KIRKWOOD (RK)</p>	<p>Warranty</p>																				
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</p> <p>DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>	<table border="1"> <tr> <td>LABOR</td> <td>.00</td> </tr> <tr> <td>PARTS</td> <td>.00</td> </tr> <tr> <td>DEDUCTIBLE</td> <td>.00</td> </tr> <tr> <td>SUBLET</td> <td>.00</td> </tr> <tr> <td>SHOP SUPPLIES</td> <td>.00</td> </tr> <tr> <td>HAZARDOUS MATERIALS</td> <td>.00</td> </tr> <tr> <td>SALES TAX OR TAX I.D.</td> <td>.00</td> </tr> <tr> <td>SPECIAL ORDER DEPOSIT</td> <td>.00</td> </tr> <tr> <td>DISCOUNTS</td> <td>.00</td> </tr> <tr> <td>TOTAL DUE</td> <td>.00</td> </tr> </table>	LABOR	.00	PARTS	.00	DEDUCTIBLE	.00	SUBLET	.00	SHOP SUPPLIES	.00	HAZARDOUS MATERIALS	.00	SALES TAX OR TAX I.D.	.00	SPECIAL ORDER DEPOSIT	.00	DISCOUNTS	.00	TOTAL DUE	.00
LABOR	.00																				
PARTS	.00																				
DEDUCTIBLE	.00																				
SUBLET	.00																				
SHOP SUPPLIES	.00																				
HAZARDOUS MATERIALS	.00																				
SALES TAX OR TAX I.D.	.00																				
SPECIAL ORDER DEPOSIT	.00																				
DISCOUNTS	.00																				
TOTAL DUE	.00																				
<p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS</p> <p>X</p>																					

BBB AUTO LINE
Customer Claim Form

Case number: FRD1120643
Contact Date: 06/06/11
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: Wichita	State: KS	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address:	

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Fusion	Year: 2010	Current mileage: 0
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , KS			
Primary Servicing dealer/city/state: STEVEN F-M OF AUGUSTA INC, AUGUSTA KS			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date:		Mileage at purchase/lease:	
First repair attempt date:		First repair attempt mileage: 0	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: <input type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

--

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER _____	
Lienholder/Leasing Company _____	Phone Number _____
Account Number _____	

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

page 2



BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Kansas

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 Kansas; 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, and original registration fees.

- ♦ **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.

- ♦ 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:

Deductions/Exclusions from a Repurchase or Replacement Award

$$\frac{\text{mileage at first repair of the defect}}{\text{for which a replacement is awarded}} \times \frac{\text{purchase price}}{100,000}$$

- 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.

Rpt. Analysis Report Mgmt Primary Report Mgmt Query Report Mgmt Indicator Summary Help Exit
Home

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Report Detail Section : View Details

Attachments: 0

Report# :	BDUDX014 NHL	Received:	04/
CCRG/EPRC:		Reviewed Status:	Date:
Vehicle:	2010,FUSION ,SEL ,4 DOOR ,SEDAN ,3FAHP0JG4AR	Build Date:	12/0
Odometer :	26,143 M	Engine:	3.0L 4V
Transmission:	6SP 6F MID	Axle:	3.208 FDR
Dealer:	USA 05159 Ford of Augusta, Inc.	Calibration:	ADE
City:	Augusta	A/C:	YES
Originator:	RICK KIRKWOOD	State:	Kansas
Symptom:	4 42 7 00 ST/RN/MV,MOVING,UPSHIFT QUAL,UNKNOWN	Phone#:	(316 116
Status:		Country :	USA
VFG:	V48 GOOD AUTOMATIC TRANSMISSION		
Additional Symptom:	SLIPS 2-3		
Fix:	Causal Component :		
Condition Code:			
Hotliner:	JHIGGS7	Phone:	313 317-4493
Engineering:		Regn Cd:	C4 Kansas City
Dir Contact:	RICK KIRKWOOD	Phone:	316 775-1161
		TAR:	
		Title Cde:	

KOEO:

KOEC:

KOER:

Comments:

REPAIR 04/21/2011 06:48PM JUSTIN HIGGS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: TRANS SLIPPING IN 2ND GEAR
INTERMITTENTLY DIAGNOSTICS: ROAD TESTED SEVERAL TIMES, SELF TEST
PASS CODES, FLUID LEVEL OK BUT SMELLS BURNT AND VERY DARK RAN ROAD
TEST DATALOGGER PARTS REPLACED:: NONE TECH QUESTION: TRANS WAS
REBUILT 07/2010 BY ANOTHER DEALER UNABLE TO GET A GOOD SLIP AFTER

8/16/2011

SEVERAL ATTEMPTS TALKED TO CUSTOMER, AND IS INTERMITTENT WARM TRANS WAS OK FOR APPROX 2 WEEKS THEN STARTED UP SLIPS ON 2ND GEAR UP SHIFT AND SOMETIMES ON DOWNSHIFT STTEMPTED MAN 2ND STILL NO SLIPPAGE AT THIS TIME NOTHINE ON DATALOGGER EXCEPT SHIFT TIME FOR 2ND IS 400-528 MSIS THIS NORMAL RIGHT NOW PRESSURES GOOD AND STALL @ 2800 RPM APPROX. CUSTOMER WAS SENT HERE BY FORD REP.ANY SUGGESTIONS BEFORE TEARDOWN WHICH UPSHIFT(S) IS AFFECTED? 2ND AND I GOT A 3RD SLIP 1 TIME TYPE OF UPSHIFT CONCERN? (HARSH, DELAYED, SHUDDER, FLARE, NO UPSHIFT) SLIGHT FLARE DOES THE PCM COMMAND THE UPSHIFT WHEN EXPECTED? YES

RECOMM 04/21/2011 06:48PM JUSTIN HIGGS MSS - FCSD - TECH SVC HOTLINE

RICK, PLEASE MONITOR THE TRAN_RAT (ACTUAL) AND GEAR_RAT (COMMANDED) WHILE THE CONCERN IS PRESENT. IF THE TRAN_RAT AND GEAR_RAT DO NOT MATCH, THIS WOULD INDICATE A SLIP. PLEASE REMOVE THE MAIN CONTROL AND PERFORM AN AIR TEST. REFER TO THE ONLINE WORKSHOP MANUAL SECTION 307-01A. FOLLOW THE LINK LABELED "HYDRAULIC CIRCUITS". SCROLL DOWN UNTIL A DIAGRAM LABELED "TRANSAXLE CASE HYDRAULIC PASSAGES" IS FOUND. ON THE RIGHT SIDE OF THE DIAGRAM THE C456 (OVERDRIVE), CB26 (INTERMEDIATE), C35R (DIRECT) AND COMP FD (BALANCE PISTON) CLUTCH SUPPLY PORTS ARE FOUND. IN THE MIDDLE OF THE DIAGRAM, THE CBLR (LOW/REVERSE) AND C1234 (FORWARD) CLUTCH SUPPLY PORTS ARE FOUND. TO PERFORM THE TEST, USE AN AIR NOZZLE WITH A RUBBER TIP TO SEAL EACH PORT AND APPLY THE 35-40 PSI REGULATED SHOP AIR. A SMALL AMOUNT OF LEAKAGE MAY BE NOTED DURING THE TEST, BUT A THUD NOISE SHOULD BE HEARD AS EACH PISTON IS APPLIED AND AGAIN AS IT IS RELEASED. IF ANY AIR LEAKS ARE FOUND, PLEASE REMOVE THE TRANSMISSION AND DISASSEMBLE FOR INSPECTION. PLEASE COMPLETE THE ONLINE COST CAP TOOL INCLUDING A REPLACEMENT VALVE BODY AND PROCEED WITH THE REPAIR OR REPLACE DECISION GIVEN. THANK YOU.

REPAIR 04/25/2011 10:45AM JUSTIN HIGGS MSS - FCSD - TECH SVC HOTLINE

RICK CALLING IN: THE VEHICLE HAD A THIRD GEAR SLIP ONE TIME AND THE TRANSMISSION FLUID IS BURNT.

RECOMM 04/25/2011 10:45AM JUSTIN HIGGS MSS - FCSD - TECH SVC HOTLINE

RICK, PLEASE REMOVE AND DISASSEMBLE THE TRANSMISSION FOR INSPECTION. CLOSELY INSPECT THE DIRECT CLUTCHES AND REPLACE ALL COMPONENTS ASSOCIATED WITH THE DIRECT CLUTCH INCLUDING THE CLUTCH SUPPORT TOWER. COMPLETE THE ONLINE COST CAP TOOL INCLUDING A REPLACEMENT VALVE BODY AND CONTINUE WITH THE REPAIR/REPLACE DECISION AS DIRECTED. THANK YOU.

REPAIR 04/26/2011 01:03PM JOSHUA STOUT MSS - FCSD - TECH SVC HOTLINE

AFTER DISASSEMBLING THE TRANSMISSION FOR INSPECTION AND INSPECTING THE CLUTCHES, TECH HAS NOT FOUND ANY OBVIOUS SIGN OF CONCERN. TECH IS SEEKING DIRECTION AND WHAT THE BEST REPAIR WOULD BE AT THIS TIME.

RECOMM 04/26/2011 01:03PM JOSHUA STOUT MSS - FCSD - TECH SVC HOTLINE

8/16/2011

RICK, SUGGEST RESEALING THE TRANSMISSION INCLUDING NEW CLUTCHES IN THE REPAIR. REPLACE THE VALVE BODY AS WELL TO ENSURE A THOROUGH REPAIR. RETEST THE OPERATION OF THE VEHICLE AFTER THE TRANSMISSION REPAIR IS COMPLETE. IF YOU NEED ANYTHING ELSE, JUST LET US KNOW. THANK YOU.

AUDIT 07/02/2011 11:06AM

SYMPTOM 5 01 6 54 CHANGED TO 4 42 7 00 BY CS012093

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Requester: DALBANIC

Report Summary

Server: FCWS686

Ford Proprietary, Private

16-Aug-2011

Retention: None

8/16/2011

Rpt. Analysis Home Report Mgmt Primary Report Mgmt Query Report Mgmt Indicator Summary Help Exit

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Report Detail Section : View Details

Attachments: 0

Report# :	BFAC5014 NHL	Received:	06/1
CCRG/EPRC:		Reviewed Status:	Date:
Vehicle:	2010,FUSION ,SEL ,4 DOOR ,SEDAN ,3FAHP0JG4AR	Build Date:	12/1
Odometer :	27,302 M	Engine:	3.0L 4V
Transmission:	6SP 6F MID	Axle:	3.208 FDR
Dealer:	USA 05159 Ford of Augusta, Inc.	Calibration:	ADE
City:	Augusta	A/C:	YES
Originator:	RICK KIRKWOOD	State:	Kansas
Symptom:	5 51 6 02 DRV PERF,IDLE QUALITY,ROLLING,ALWAYS	Phone#:	(316) 116
Status:		Country :	USA
VFG:	V40 GOOD IDLE QUALITY		
Additional Symptom:	INTERMITTENT WRENCH LIGHT ROLL		
Fix: Y	Causal Component :		BODY ASY-AIR CHARGE -- RI
Condition Code:			
Hotliner:	JMORFITT	Phone:	313 317-7039
Engineering:		Regn Cd:	C4 Kansas City
Dir Contact:	RICK KIRKWOOD	Phone:	316 775-1161
		TAR:	
		Title Cde:	

KOEO:

KOEK:

KOER:

Comments:

REPAIR 06/01/2011 03:17PM JACOB MORFITT MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: AT TIMES THE TACH WIL BOUNCE UP AND DOWN
BETWEEN 500-1300 AND WRENCH LAMP COMES ON AND WILL NOT
ACCELERATE DIAGNOSTICS: SELF TEST PASS CODES CHECKED TRANS FLUID
DUE TO PREV. REPAIR OK ROAD TESTED NUMEROUS TIMES CAN NOT DUPLICATE
CONCERN PARTS REPLACED:: NONE TECH QUESTION: SECOND TIME IN FOR

8/16/2011

THIS CONCERN ALWAYS PASS CODES AND COULD NOT DUPLICATE CONCERN THIS TIME CUSTOMER RECORDED VIDEO OF CONCERN AND SHOWED SERVICE ADVISOR AN SAID IT HAS DONE THIS APPROX. 12 TIMES IN ABOUT 1 WEEK, BUT I CANT DUPLICATE CONCERN I CHECKED BATT CABLES ALL OK SOUNDS LIKE THE ELECT. THROTTLE BODY. ANY SUGGESTIONS? PLEASE LIST FUEL TRIM READINGS: LONG -2 PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. LARGE POWER CABLE ON POS CABLE BUT WAS THERE BEFORE ALL OTHER REPAIRS

RECOMM 06/01/2011 03:17PM JACOB MORFITT MSS - FCSD - TECH SVC HOTLINE

RICK, PLEASE CONTINUE ATTEMPTING TO DUPLICATE THE CONCERN. WHEN THE CONCERN IS PRESENT PLEASE MONITOR ETC_ACT AND ETC_DSD. VERIFY THERE IS NO MORE THAN 3 DEGREES DIFFERENCE BETWEEN THESE TWO PID'S. IF MORE THAN 3 DEGREES IS PRESENT RECOMMEND TO INSPECT THE ELECTRONIC THROTTLE BODY (ETB) CIRCUITS FOR SIGNS OF PIN FIT OR HARNESS CHAFE CONCERNS THAT MAY BE PRESENT. IF THERE ARE NO CONCERNS WITH THE CIRCUITS PRESENT, RECOMMEND TO REPLACE THE ELECTRONIC THROTTLE BODY, RESET KAM AND RETEST. PLEASE ALSO VERIFY THERE ARE NO CONCERNS WITH THE INTAKE SYSTEM. VERIFY THE AIR BOX IS INSTALLED CORRECTLY AND IS TIGHT. PLEASE ALSO VERIFY THERE ARE NO UNMETERED AIR LEAKS BETWEEN THE ETB AND THE MAF SENSOR, IF ANY CONCERNS ARE FOUND REPAIR AS NECESSARY PLEASE ALSO VERIFY THAT MAFV IS INDICATING 0.7-0.19 VOLTS AT IDLE, AND CAN ACHIEVE 4.0+ VOLTS AT WOT. IF THE MAF SENSOR IS SUSPECT RECOMMEND TO SWAP THE MAF SENSOR WITH A KNOWN GOOD SENSOR AND RETEST. PAST REPORTS INDICATE THE MOST COMMON CAUSE FOR THE WRENCH LAMP TO ILLUMINATE WITH A ROLLING IDLE IS DUE TO A FAULTY ETB.

AUDIT 07/02/2011 11:07AM

SYMPTOM 6 18 4 93 CHANGED TO 5 51 6 02 BY CS012093

TECH/C 07/21/2011 11:08AM SURVEY ENTRY MSS - FCSD - TECH SVC HOTLINE

TECH COMMENTS: ENDED UP REPLACING ETB RECHECKED GOOD THANKS

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Requester: DALBANIC

Report Summary

Server: ECCWS686

Ford Proprietary, Private

16-Aug-2011

Retention: None

. 8/16/2011

DEALER 53A 203 VIN 3FAHP0JG4A

	Suggested Retail Price	Invoice Amount
FUSION SEL	24330.00	22347.00
2010 MODEL YEAR		
UH TUXEDO BLACK METALLIC		
FW CHARCOAL BLK LTHR BUCKETS		
INCLUDED ON THIS VEHICLE		
RAPID SPEC 301A	1525.00	1327.00
MOON & TUNE VALUE PACKAGE		
POWER MOONROOF		
SONY SOUND SYSTEM 12-SPEAKERS		
OPTIONAL EQUIPMENT		
99G 3.0L 24V V6 DURATEC ENGINE	1610.00	1449.00
44W .6-SPD AUTO TRANSMISSION	NC	NC
P225/45R18 V-RATED TIRES		
JOB #3 ORDER		
14X MONOCHROME APPEARANCE PACKAGE	895.00	779.00
.REAR SPOILER		
.18" ALUM SPORT WHEELS 10-SPOK		
153 FRONT LICENSE PLATE BRACKET	INC	NC
TOTAL OPTIONS	4030.00	3555.00
TOTAL VEHICLE & OPTIONS	28360.00	25902.00
DESTINATION & DELIVERY	725.00	725.00
TOTAL BEFORE DISCOUNTS	29085.00	26627.00
##SPECIAL ADDED DISCOUNTS#	630.00	548.00
TOTAL FOR VEHICLE	28455.00	
FUEL CHARGE		47.52
PDAP/LMDA ASSESSMENT		353.00
SHIPPING WEIGHT 3314 LBS.		
TOTAL	28455.00	26479.52

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

Sold to		Order Type		Ramp Code		Batch ID		Price Level	
Mel Hamblen Ford, Inc.		2		RK6P		9L241		030	
P.O. BOX 75900		Date Inv. Prepared		Item Number		Transit Days			
Wichita		11 24 09		53-6600		09			
Ship to (if other than above)		Ship Through							
Invoice & Unit Identification NO.		Final Assembly Point		Finance Company and/or Bank					
3FAHP0JG4A		HERMOSILLO		Ford Motor Credit 000001					

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
832	26479.52	25628.27	25728.27	26648.60

This invoice to be used for the billing of vehicles only

Dealer's copy

Krohn & Moss, Ltd.

California, Florida, Illinois, Kansas, Kentucky, Indiana, Minnesota, Missouri, Ohio, Texas, Washington DC, Wisconsin

Main Office

120 West Madison, 10th Floor

Chicago, Illinois 60602

www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 281

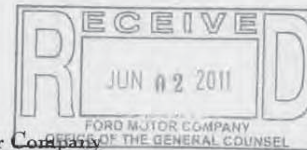
Writer's Direct Facsimile
(866) 309-9458

Writer's Direct E-Mail
amaxwell@krohnandmoss.com

Writer licensed to practice
only in:
Missouri
Kansas

May 26, 2011

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 Fusion

VIN: 3FAHP0JG4AR [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective engine/electrical system as evidenced by the vehicle repeatedly shutting off while driving, illumination of the check engine light and the inability to drive over 3 MPH;
2. Defective transmission as evidenced by the transmission slipping, RPM surging during shifts and hesitation when shifting during acceleration and deceleration; and
3. Any additional complaints made by our client, whether or not they are contained in our company's records or on any dealer repair orders.

OFFICE OF THE
GENERAL COUNSEL
1 JUN -2 P5:23
LITIGATION
PRACTICE GROUP

11 JUN -1 A6:54

CONSUMER AFFAIRS
SECTION

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle, and you are hereby notified of the need for repair. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. [REDACTED] 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough -- when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. [REDACTED] 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty [REDACTED] v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

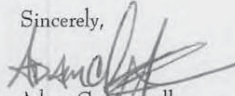
To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-

May 26, 2011

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.

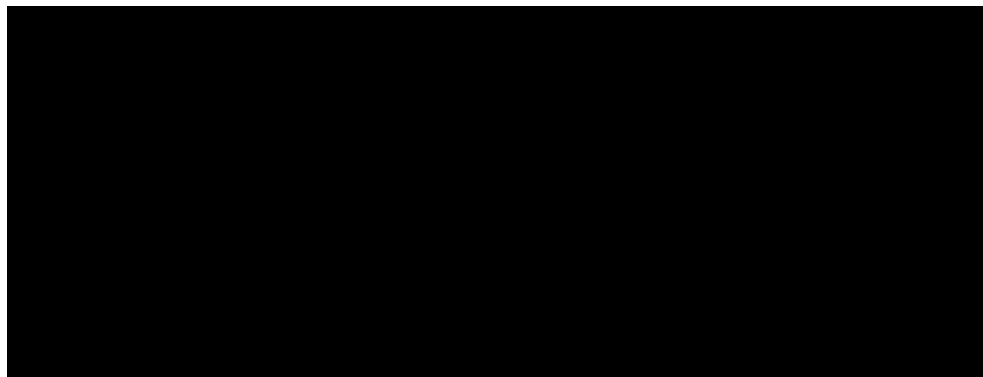
Sincerely,



Adam C. Maxwell
Attorney at Law

ACM/tm

cc: [REDACTED]



W.A. CA
ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

LARA SHAPIRO, ESQ.
EXTENSION: 1072
E-MAIL: LARA@LAWFIRM.COM

4145 VIA MARINA #324
MARINA DEL REY, CALIFORNIA 90292
PHONE: 310-577-0870
FAX: 424-228-5351

CORPORATE OFFICE:
2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

PLEASE DIRECT ALL CORRESPONDENCE
TO CORPORATE OFFICE

March 15, 2012

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [REDACTED] v. Ford Motor Company

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client: [REDACTED]
Vehicle: 09 Ford Escape
VIN: 1FMCU03G59K [REDACTED]
Date of purchase: 09/15/08
Our File No.: CA12-10106

RECEIVED
MAR 20 2012
FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

MAR 21 2012

OFFICE OF THE
GENERAL COUNSEL

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Engine;
2. Electrical;
3. Check engine light;
4. Fuel system;
5. No start;

6. **Stalling;**
7. **Serious safety defect;**
8. **Excessive repair attempts;**
9. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

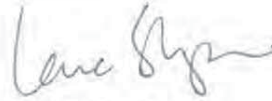
HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR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

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter

without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Lara Shapiro".

Lara Shapiro, Esq.
Attorney at Law

CC:



Service & Parts/Jobs List
Window/Print ButtonRancho Ford Lincoln Loc. ID = 3
Repair Order History Jobs ListingPage 1
03-05-12; 12:29 PM

List of RO Jobs for [REDACTED] 2009 Ford Escape VIN = 1FMCU03G59H [REDACTED]

RO	Job	RO Date	Job Code	Tech	Dept	Miles	Writer	Concern
324072	1	02/27/12	38	711098	Se...	37947	997044	ELECTRIC SYSTEM.. FUEL GAUGE INOP AND ALL WARNIN...
324072	2	02/27/12	00FO...		Se...	37947	997044	MULTI-POINT INSPECTION
324072	3	02/27/12	99F...		Se...	37947	997044	CUSTOMER NOTIFIED OF COMPLETION DATE/TIME//BY...
321801	1	01/12/12	38FOZ	711098	Se...	37156	997044	ELECTRICAL.. NO CRANK NO START AT TIMES. ALSO WHI...
321801	2	01/12/12	00FO...		Se...	37156	997044	MULTI-POINT INSPECTION
321801	3	01/12/12	99F...		Se...	37156	997044	CUSTOMER NOTIFIED OF COMPLETION DATE/TIME//BY...
321801	4	01/12/12	00F...		Se...	37156	997044	*BATTERY G
321801	5	01/12/12	00FO...		Se...	37156	997044	*TIRES Y
307234	1	07/14/11	39	997064	Se...	30576	997044	ELECT ENG CONTROLS... CK ENGINE LIGHT ON. ENGINE ...
307234	2	07/14/11	00FO...	997171	Se...	30576	997044	MULTI-POINT INSPECTION
307234	3	07/14/11	99F...		Se...	30576	997044	CUSTOMER NOTIFIED OF COMPLETION DATE/TIME//BY...
307234	4	07/14/11	38	997062	Se...	30576	997044	ELECTRIC SYSTEM... FUEL GAUGE ERRATIC AGAIN
307234	5	07/14/11	01F...	997171	Se...	30576	997044	SPRING MAINTENANCE PACKAGE INCLUDES LUBE OIL AN...
307234	6	07/14/11	00F...		Se...	30576	997044	*BATTERY G
307234	7	07/14/11	00F...		Se...	30576	997044	*BRAKES G
307234	8	07/14/11	00FO...		Se...	30576	997044	*TIRES Y
304803	1	05/31/11	38FOZ	997062	Se...	26207	997044	ELECTRICAL.. FUEL GAUGE ERRATIC AND INACURATE
304803	2	05/31/11	00FO...		Se...	26207	997044	MULTI-POINT INSPECTION
304015	1	05/16/11	38	997062	Se...	25985	997044	ELECTRIC SYSTEM... fuel gauge erratic and inaccurate
304015	2	05/16/11	34	389803	Se...	25985	997044	BRAKES.....CUST REPORTS A CLICKING NOISE LEFT FRT...
304015	3	05/16/11	38FOZ		Se...	25985	997044	ELECTRICAL... CUST REPORTS INFO BUTTON AT DASH IN...
304015	4	05/16/11	39		Se...	25985	997044	ELECT ENG CONTROLS... CK ENGINE LIGHT ON
304015	5	05/16/11	34FOZ3	389803	Se...	25985	997044	FRONT BRAKES
304015	6	05/16/11	00F...		Se...	25985	997044	*BATTERY G
304015	7	05/16/11	00F...		Se...	25985	997044	*BRAKES G
304015	8	05/16/11	00FO...		Se...	25985	997044	*TIRES Y
Z956758	1	11/09/10		997062	Body	22678	997044	REPLACE S/O FUEL SENDER
Z955727	1	10/20/10		997062	Body	22317	997044	CUSTOMER NOTIFIED OF COMPLETION DATE/TIME//BY ...
Z949169	1	06/22/10		997064	Body	19941	997044	10B15
Z948130	1	06/04/10		711098	Body	18952	997044	CUSTOMER NOTIFIED OF COMPLETION DATE/TIME//BY ...
Z947827	1	05/28/10		997062	Body	18848	997044	FUEL GAUGE ERRATIC AT TIMES
Z936123	1	11/06/09		997064	Body	14235	997044	CK ENGINE LIGHT ON

RANCHO

LINCOLN

Temecula Auto Mall

26895 Ynez Rd., Temecula, CA 92591

Phone # 951-699-1302 | Fax # 951-699-0283

Hours M-F 7:00 AM to 6:00 PM | Sat 7:00 AM to 4:00 PM

BAR# ARD109476 BAR# ARD220210 EPA#CARC0005066

Online: www.ranchoford.com | Email: service@ranchoford.com

p. 4



FORD SERVICE

Page 1

Murrieta, CA

Phone (H):

Phone (W):

Phone (C):

Phone Oth:

Year/Make/Model: 2009 Ford Escape

VIN: 1FMCU03G5 9K

License Number:

Stock Number:

Mileage In: 37947

Tag Number: 6664

Mileage Out: 37947

A/R Number:

Customer Number: 204058

PO Number:

Auth Number:

Service Writer: 997044

Terms & Conditions:

Type of Sale: Retail

Customer

Signature

Invoice Number

324072

Printed: 03/05/2012 7:23 AM

Copy # 1

Date Opened: 02/27/12

Date Notified: 03/27/12

Date Delivered:

Original Estimate: \$0.00

Original Estimate: 02/27/12

Incr. Amt New Amt DateTime Person Cont.How Cont. PhoneCont. ByReason/Description

Description

Hrs or
Qty

List

Ext.
TotalGrand
Total**1. Customer Concern**

ELECTRIC SYSTEM.. FUEL GAUGE INOP AND ALL WARNING LIGHTS ON AT TIMES. SEE HISTORY

38 -

1 - Correction/Action Taken

fuel gauge and inst cluster functioning properly contacted ford hot line. 711098

performed tsb09-20-16 inspected for loose pin fit at connector 215 good.

tested fuel gauge and fuel sending unit good. road tested 245 miles

functioning properly no problem found.

SubTotal Job # 1

0.00

2. Customer Concern

MULTI-POINT INSPECTION

1 - Cause/Action to Take

00FOZ99P - PERFORM MULTI-POINT INSPECTION SET TIRE

PRESSURE TO FACTORY SPECS...33

1 - Correction/Action Taken

ADJUST FRONT TIRE PRESSURE TO ADJUST REAR TIRE

PRESSURE TO HAZZARD WARNING LIGHTS. INSPECT ENGINE

COOLING SYSTEM, HOSES, BELTS AND CLAMPS.

SubTotal Job # 2

0.00

3. Customer Concern

CUSTOMER NOTIFIED OF COMPLETION DATE/TIME//BY WHOM//WHOM NOTIFIED

99FOZCUSTCOMP -

1 - Correction/Action Taken

0.00



Temecula Auto Mall
 26895 Ynez Rd., Temecula, CA 92591
 Phone # 951-699-1302 | Fax # 951-699-0283
 Hours M-F 7:00 AM to 6:00PM | Sat 7:00 AM to 4:00 PM
 BAR# ARD109476 BAR# ARD220210 EPA#CAR000005066
 Online: www.ranchoford.com | Email: service@ranchoford.com



p. 9



Murrieta, CA		A/R Number:	Invoice Number
Phone (H):		Customer Number:	324072
Phone (C):		PO Number:	Printed: 03/05/2012 7:23 AM
Year/Make/Model: 2009 Ford Escape		Auth Number:	Copy # 1
VIN: 1FMCU03G5 9K		Service Writer: 997044	Date Opened: 02/27/12
License Number:		Terms & Conditions:	Date Notified: 03/27/12
Stock Number:		Type of Sale: Retail	Date Delivered:
Tag Number: 6664		Customer Signature	
Mileage In: 37947			
Mileage Out: 37947			

Original Estimate: \$0.00			Original Estimate: 02/27/12							
<u>Incr. Amt</u>	<u>New Amt</u>	<u>Date</u>	<u>Time</u>	<u>Person Cont.</u>	<u>How Cont.</u>	<u>Phone</u>	<u>Cont. By</u>	<u>Reason/Description</u>		
Description							<u>Hrs or Qty</u>	<u>List</u>	<u>Ext Total</u>	<u>Grand Total</u>
1. Customer Concern										
ELECTRIC SYSTEM.. FUEL GAUGE INOP AND ALL WARNING LIGHTS ON AT TIMES. SEE HISTORY										
38 -										
1 - Correction/Action Taken										
fuel gauge and inst cluster functioning properly. contacted ford hot line.							711098			0.00
preformed tsb09-20-16 inspected for loose pin fit at connector 215 good.										
tested fuel gauge and fuel sending unit good. road tested 245 miles										
functioning properly no problem found.										
SubTotal Job # 1										0.00
2. Customer Concern										
MULTI-POINT INSPECTION										
1 - Cause/Action to Take										
00FOZ99P - PERFORM MULTI-POINT INSPECTION SET TIRE										
PRESSURE TO FACTORY SPECS...33										
1 - Correction/Action Taken										
ADJUST FRONT TIRE PRESSURE TO ADJUST REAR TIRE										0.00
PRESSURE TO HAZZARD WARNING LIGHTS. INSPECT ENGINE										
COOLING SYSTEM, HOSES, BELTS AND CLAMPS.										
SubTotal Job # 2										0.00
3. Customer Concern										
CUSTOMER NOTIFIED OF COMPLETION DATE//TIME//BY WHOM//WHOM NOTIFIED										
99FOZCUSTCOMP -										
1 - Correction/Action Taken										
										0.00

Rancho Ford Lincoln
26895 Ynez Rd
Temecula, CA 92591
951-699-1302 Fax 951-699-0283

WORK ORDER

RO NUMBER: 324072

TAG: 6664



Page Number: 1
Franchise Code: 05432
Today's Date: 02/27/12
Time Printed: 9 10 AM
Copy #: 1

I hereby authorize the repair work to be done along with the necessary materials, 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 your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspections. BY LAW YOU MAY CHOOSE ANOTHER LICENSED FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY

B.A.R. REG. # ARD00109476 B.A.R. # RC00109476
Body Shop B.A.R. # ARD220210 EPA # CAR000005086

Notice To Our Customers

Our Charges are not based on actual technicians time. Factors which influence labor charges may include job complexity, specialized training and equipment, and length of time required for the specific job. You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.

CUSTOMER SIGNATURE X	Time Received	CUST_U =	Customer Number	Estimating Dealer
	9 09 AM	VEH_U = 257183	204058	
Estimate of Repairs	Filter	TERMS:	<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK
	Oil Brand	Qts	<input type="checkbox"/> SAVE	<input checked="" type="checkbox"/> DISCARD
CUSTOMER INFORMATION		VEHICLE INFORMATION		SERVICE INFORMATION
Year 2009 Make Ford Model Escape Color VIN 1FMCU03G5 9KA22163		License Number Stock # In Service Date Source Engine 3.0L V6 SFI DOHC Slipsn SL Dat		R.O. Number 324072 Service Writer Douglas Hall Date In 02/27/12 Completion Date Miles In 37,947 Miles Out
Comments Service Contract Number		Expires: Mileage: 0 Deduct: 0.00		

Time Promised

LABOR INSTRUCTIONS

1	OPERATION CODE 38	TECH #	C / ELECTRIC SYSTEM.. FUEL GAUGE INOP AND ALL WARNING LIGHTS ON AT TIMES. SEE HISTORY
FAILURE CODE			
CAUSE :			
CORRECTION :			
2	OPERATION CODE 00FOZ99P	TECH #	C / MULTI-POINT INSPECTION
FAILURE CODE			
CAUSE :			
CORRECTION :			
3	OPERATION CODE 99FOZCUSTCOMP	TECH #	C / CUSTOMER NOTIFIED OF COMPLETION DATE/TIME//BY WHOM//WHOM NOTIFIED
FAILURE CODE			
CAUSE :			
CORRECTION :			

Mar 08 12 03:43p
REGISTRATION VALID FROM 09/26/2011 TO 09/26/2012 91
NO TITLE ISSUED/VEHICLE NOT TRANSFERABLE
VEHICLE IDENTIFICATION NUMBER 1FMCU03659K
DATE FIRST SOLD 00/00/0000 CLASS FORD
UT 08/22/2011 170 6 219 3300
DATE ISSUED 08/22/2011 170 6 219 3300

REGISTERED

LENDER

MURRIETA CA

FORD CREDIT
PO BOX 650575
DALLAS

TX

R0069
L0119

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION C
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

C Other Optional Insurance Paid to the Insurance Company

\$ 636.06

Optional Insurance Coverages

SmartNote**Agreement****Fax: 512.402.9408****** Must be faxed in by****

Dealer Code: _____

Deal # _____

A. APPLICANT INFORMATION

Applicant: _____
 Applicant SS#: _____
 Home Telephone: _____
 Work Telephone: _____
 Street Address: _____
 City: _____
 St.: _____ Zip: _____

C. CO-BUYER/CO-CLIENT INFORMATION

Co-Applicant: _____
 Co-Applicant SS#: _____
 Home Telephone: _____
 Work Telephone: _____

E. ADDITIONAL BUYER/CLIENT INFO

Is there a previous SmartNote agreement? ☐ Yes ☐ No
 VIN: _____
 E-mail Contact Info: _____
 (required for payment updates)

G. DEBIT AUTHORIZATION**Applicants Designated Account:**

Bank Name: _____ Telephone #: _____ Type: ☒ Checking ☐ Savings
 City: _____ St.: _____ Zip: _____
 ABA (Routing #): _____ Account #: _____

DEBIT SCHEDULE- Biweekly (EVERY 2 WEEKS) Occurs On: ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri**Check one of the following options:**

☐ **1) SmartNote is making the 1st payment due on the loan.**

☐ **2) You are responsible for making your 1st payment directly to your creditor for the payment due on _____ (date)**

SmartNote will start payments on your loan as follows:

Your first debit will be a:

Full debit of \$ _____
 on _____ (date), for _____ payment
 with half debits of \$ _____
 starting on _____ (date).

I authorize SmartNote or its assigns to initiate debit entries to the account identified above. I understand that my account will be debited in accordance with the schedule, and in such amounts, as indicated above. I understand that each debit will also include a \$1.95 bank convenience fee. These bi-weekly debits add up to 26 half-payments - the equivalent of 13 full payments - over the course of the year. Accordingly, I understand that my account will be debited an "extra" half-payment approximately every six months. Regular payments will be forwarded to the Creditor within the grace period (provided my designated account has sufficient available funds to cover the full amount of the scheduled debit). The "extra" payment debits that occur approximately every six months will be used to first satisfy the Enrollment Fee indicated below, and the remaining "extra" payments will be forwarded to the Creditor to be applied against the principal portion of the loan.

H. OTHER TERMS AND CONDITIONS

THIS AGREEMENT PROVIDES APPLICANT WITH A PAYMENT SERVICE WHICH IN NO WAY ALTERS, CHANGES, OR AFFECTS APPLICANT'S OBLIGATIONS (INCLUDING APPLICANT'S PAYMENT OBLIGATIONS) UNDER APPLICANT'S SEPARATE AGREEMENT WITH THE CREDITOR. THIS PAYMENT SERVICE IS PROVIDED TO THE APPLICANT BY SMARTNOTE, AND IS NOT A SERVICE PROVIDED TO OR BY THE CREDITOR OR THE DEALERSHIP. By signing below, I acknowledge and certify that I have read, understand and agree to the terms and conditions of this Agreement, including all Terms and Conditions set forth on the reverse side this Agreement, and that all of the information in this Agreement is complete and accurate to the best of my knowledge and belief. Additionally, I (We) hereby authorize SmartNote to make payments to, give instructions to, and receive information from my/our creditor on my/our behalf for the life of this agreement. I have read the arbitration clause on the reverse side this Agreement and agree to be bound by the same.

I (we) agree to pay an enrollment fee of _____ of which _____ is a deferred payment to be collected as described above.

ADDRESS:

PHONE:DP12-006 002049LC

THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE.

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement. Buyer agrees that this Agreement cancels and suspends any prior agreement and as of the date below comprises, with any retail installment sales agreement or lease, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer by signing this Agreement certifies that he/she is of legal age or older and acknowledges that he/she has read its terms and has received a true copy of this Agreement.

If Buyer is buying the Vehicle for cash (this includes a Buyer arranging Buyer's own financing from a party other than dealer), this Agreement shall become final and binding when it is signed by Dealer's authorized representative.

If Buyer is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sales agreement, this Agreement becomes binding when Buyer signs it and the retail installment sales agreement. The parties to this Agreement may rescind the retail installment sales transaction if Dealer is unable to assign the retail installment sales contract to a financial institution.

BUYER HAS READ THE OTHER SIDE OF THIS AGREEMENT, INCLUDING THE ARBITRATION CLAUSE, AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X

DATE

AND DRIVER SIGNS

DATE

MANAGER'S APPROVAL

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

DATE

BUYER	[REDACTED]			SELLER/CREDITOR	[REDACTED]		
ADDRESS	[REDACTED]			ADDRESS	[REDACTED]		
CITY	[REDACTED]	STATE	[REDACTED]	CITY	[REDACTED]	STATE	[REDACTED]
PHONE	[REDACTED]			PHONE	[REDACTED]		

CO-BUYER	[REDACTED]		
ADDRESS	[REDACTED]		
CITY	[REDACTED]	STATE	[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 choose 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 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 type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY <input type="checkbox"/> 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
2002	FORD	ESCAPE	1FMCU03653		

Trade-in: Year 2002 Make FORD Model MUSTANG VIN 1FACR4UH71E License No.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
5.4 %	\$ 12,101.85	\$ 35,816.24	\$ 40,021.01	\$ 37,425.75

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
	\$ 667.45	Monthly beginning 10/30/2002
		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, etc.)	\$ 37,425.75
2 Total Downpayment = (If negative, enter "0" and see Line 4A below)	\$ 1750.00
Gross Trade-In	\$ 1750.00
- Pay Off Made By Seller	\$ 1750.00
= Net Trade In	\$ 0.00
+ Cash	\$ 1750.00
+ Mfrs. Rebate	\$ 0.00
+ Other (describe)	\$ 0.00
Total Downpayment	\$ 1750.00
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 35,675.75
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Net trade-in payoff to	\$ 0.00
B Cost of Optional Credit Insurance Paid to Insurance Company, or Companies:	
Life	\$ 0.00
Disability	\$ 0.00
C Other Optional Insurance Paid to the Insurance Company	\$ 0.00

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.

- ☐ Credit Life, one buyer \$ 0.00 Term 72
☐ Credit Life, both buyers \$ 0.00 Term 72
☐ Credit Disability, one buyer \$ 0.00 Term 72
☐ Credit Disability, both buyers \$ 0.00 Term 72

(Insurance Company)

CHRYSLER FINANCIAL CORP.

(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 [Signature] Date

X [Signature] Date

Optional Insurance Coverages

This insurance described herein is not required to obtain credit.

Mar 08 12 03:48p

2) to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
3) to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
E Dealer's Inventory Tax (If Not Included in Cash Price)	\$ <u>58.00</u>
F Sales Tax (If Not Included in Cash Price)	\$ <u>N/A</u>
G Other Taxes (If Not Included in Cash Price)	\$ <u>N/A</u>
H Government License and/or Registration Fees	\$ <u>70.00</u>
I Government Certificate of Title Fees	\$ <u>33.00</u>
J Government Vehicle Inspection Fees	\$ <u>23.25</u>
K Deputy Service Fee Paid to Dealer	\$ <u>0.00</u>
L Documentary Fee (Cargo Documental)	\$ <u>50.00</u>

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 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 DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN Y LA PRESTACIÓN DE SERVICIOS EN RELACION CON EL CIERRE DE UNA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER DE \$50 PARA UN CONTRATO DE VEHICULO AUTOMOTOR O UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES PARA UN CONTRATO DE VEHICULO COMERCIAL PESADO. ESTA NOTIFICACION SE EXIGE POR LEY.

M Other Charges (Seller must identify who is paid and describe purpose.)

to <u>TTP</u> for <u>US 60/MILS 75000</u>	\$ <u>2150.00</u>
to <u>TPP</u> for <u>MAINT. AGREEMENT</u>	\$ <u>295.00</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>

Total Other Charges and Amounts Paid to Others on Your Behalf

5 Amount Financed (3 + 4)

P. 12

Understand the nature of the contract and the terms of the contract.

Coverage	Term in Months	Premium
GAP	72	\$ <u>536.00</u>
<u>N/A</u>		\$ <u>N/A</u>
<u>N/A</u>		\$ <u>N/A</u>

*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.

(Insurance Company)

Home Office Address

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

X 03/15/2008

Buyer's signature Date

X 03/15/2008

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 03/15/2008 about this account, call 03/15/2008. 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.cccc.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 X 03/15/2008 Co-Buyer X 03/15/2008

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer--Do not sign this contract before you read it or 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 X 03/15/2008 Date 03/15/2008 Co-Buyer Signs 03/15/2008 Date 03/15/2008

Co-Buyers and Other Parties: The buyer is a person who is responsible for paying the entire debt. An other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X 03/15/2008 Date 03/15/2008 Address 03/15/2008

Seller signs 03/15/2008 Date 03/15/2008 By X 03/15/2008 Title 03/15/2008

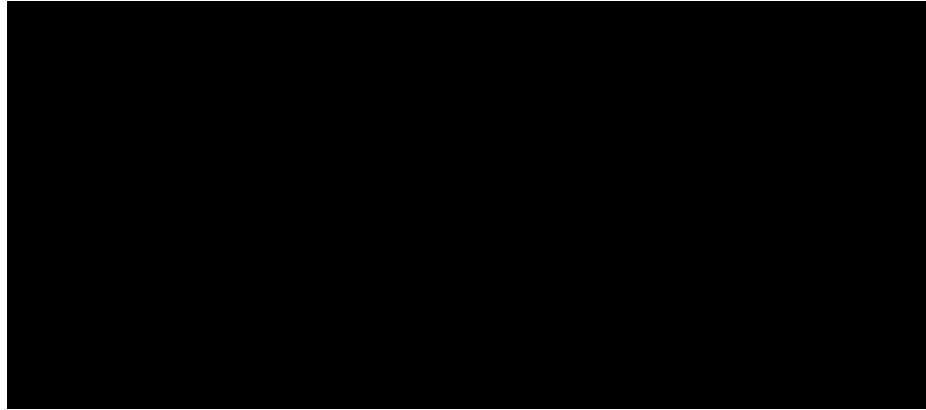
THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to 03/15/2008 (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse



**Service of Process
Transmittal**

05/10/2011

CT Log Number 518490644



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

RE: Process Served in Maryland

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED: Letter, Writ of Summons, Return Form, Case Information, Complaint, Demand for Jury Trial, Exhibit(s)
COURT/AGENCY: Baltimore County Circuit Court, MD
Case # 03-C-11-004263
NATURE OF ACTION: Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects on a new 2010 Ford Fusion, Vin 3FAHP0HA4AR [REDACTED] - Seeking \$27,278.00
ON WHOM PROCESS WAS SERVED: The Corporation Trust Incorporated, Baltimore, MD
DATE AND HOUR OF SERVICE: By Certified Mail on 05/10/2011 postmarked on 05/06/2011
JURISDICTION SERVED : Maryland
APPEARANCE OR ANSWER DUE: Within 30 days after service - Written response
ATTORNEY(S) / SENDER(S): Jacqueline C. Herritt
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002
215-540-8888
ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797080342315
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
Fax Transmittal, Chris Dzbanski 888-868-8312
SIGNED: The Corporation Trust Incorporated
PER: Billie Swoboda
ADDRESS: 351 West Camden Street
Baltimore, MD 21201
TELEPHONE: 410-539-2837

OFFICE OF THE
GENERAL COUNSEL
11 MAY 11 P3:25
LITIGATION
PRACTICE GROUP

Page 1 of 1 / RL

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

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, MI Bar
* Member, NH Bar
* Member, CT Bar
* Member, TN Bar
* Member, WV Bar
* Member, IL Bar
* Member, CA Bar



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS

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

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

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7444

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

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT
ROBERT A. RAPHIN
ANGELA K. TROCCOLI
FRED DAVIS
AMY L. BENNETT
CHRISTINA GILL ROSEMAN
RICHARD A. SCHOLER
TARA L. PATTERSON
W. CHRISTOPHER COMPTONOW
TIMOTHY J. ABRAHAM
SARAH YOUNG

May 5, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Ford Motor Company
c/o The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

RE: [REDACTED] v. Ford Motor Company
Docket No. 03-C-11-004263 CN

Dear Sir/Madam:

Enclosed please find a copy of the Summons and Complaint which has been filed in the Circuit Court for Baltimore County Circuit. You are being served pursuant to the Maryland State Rule, 2-321.

Please refer the attached to the legal department. Note: a responsive pleading is due 30 days after the receipt of the Complaint, 2-321.

Very truly yours,


Jacqueline C. Herritt, Esquire

JCH:jh
Enclosure

CIRCUIT COURT FOR BALTIMORE COUNTY
Julie L. Ensor
Clerk of the Circuit Court
County Courts Building
401 Bosley Avenue
P.O. Box 6754
Towson, MD 21285-6754
(410)-887-2601, TTY for Deaf: (800)-735-2258
Maryland Toll Free Number (800) 938-5802

W R I T O F S U M M O N S

Case Number: [REDACTED]
C I V I L

[REDACTED] vs Ford Motor Co

STATE OF MARYLAND, BALTIMORE COUNTY COUNTY, TO WIT:


To: FORD MOTOR CO
C/O The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

You are hereby summoned to file a written response by pleading or motion,
within 30 days after service of this summons upon you, in this court, to
the attached Complaint filed by: [REDACTED]

Windsor Mill, MD [REDACTED]

WITNESS the Honorable Chief Judge of the Third Judicial Circuit of
Maryland

Date Issued: 05/02/11

Julie L. Ensor
Julie L. Ensor
Clerk of the Circuit Court, per 



To the person summoned:

FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOTTED MAY RESULT IN A JUDGMENT
BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

Personal attendance in court on the day named is NOT required.

[REDACTED]
To: FORD MOTOR CO

* * * * S H E R I F F ' S R E T U R N * * * *
(Please Print all information)

Case No: [REDACTED] Old Case No:

Case Name: [REDACTED] vs Ford Motor Co

_____ ID# _____ of the _____
(Serving Sheriff's Name)

County Sheriff's Office represent to the Honorable Court the I:

(1) Served, _____
(Name of Person Served)

on _____ at _____
(Date of Service) (Location of Service)

_____ with the following:

_____ Summons	_____ Counter complaint
_____ Complaint	_____ Interrogatories
_____ Motion	_____ Domestic Violence Order
_____ Show Cause Order	Other _____
	(Specify Document Served)

(2) Was unable to serve because:

_____ Moved left no forwarding address	_____ No such address
_____ Address not in jurisdiction	Other _____
	(Please Specify)

Sheriff's Fee \$ _____
(Serving Sheriff's Signature and Date)

INSTRUCTIONS TO SHERIFF'S OFFICE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, Please state the reasons.
3. Return of served or unserved process shall be made promptly.

Circuit Court for Baltimore County

City or County

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER

CASE NAME: [REDACTED] vs. FORD MOTOR COMPANY
Plaintiff Defendant

JURY DEMAND: ☒ Yes ☐ No Anticipated length of trial: _____ hours or _____ days

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

Special Requirements? ☐ Interpreter (Please attach Form CC-DC 41)

☐ ADA accommodation (Please attach Form CC-DC 49)

NATURE OF ACTION
(CHECK ONE BOX)

DAMAGES/RELIEF

TORTS

- ☐ Motor Tort
☐ Premises Liability
☐ Assault & Battery
☐ Product Liability
☐ Professional Malpractice
☐ Wrongful Death
☐ Business & Commercial
☐ Libel & Slander
☐ False Arrest/Imprisonment
☐ Nuisance
☐ Toxic Torts
☐ Fraud
☐ Malicious Prosecution
☐ Lead Paint
☐ Asbestos
☐ Other

LABOR

- ☐ Workers' Comp.
☐ Wrongful Discharge
☐ EEO
☐ Other

CONTRACTS

- ☐ Insurance
☐ Confessed Judgment
☒ Other

REAL PROPERTY

- ☐ Judicial Sale
☐ Condemnation
☐ Landlord Tenant
☐ Other

OTHER

- ☐ Civil Rights
☐ Environmental
☐ ADA
☐ Other

A. TORTS

Actual Damages

- ☐ Under \$7,500
☐ \$7,500 - \$50,000
☐ \$50,000 - \$100,000
☐ Over \$100,000

- ☐ Medical Bills
\$ _____
☐ Property Damages
\$ _____
☐ Wage Loss
\$ _____

B. CONTRACTS

- ☐ Under \$10,000
☐ \$10,000 - \$20,000
☐ Over \$20,000

C. NONMONETARY

- ☐ Declaratory Judgment
☐ Injunction
☐ Other

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

- A. Mediation ☐ Yes ☒ No
B. Arbitration ☒ Yes ☐ No
C. Settlement Conference ☐ Yes ☐ No
D. Neutral Evaluation ☐ Yes ☐ No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.

THIS CASE WILL THEN BE TRACKED ACCORDINGLY

- ☐ 1/2 day of trial or less
☐ 1 day of trial time
☒ 2 days of trial time
☐ 3 days of trial time
☐ More than 3 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR), AS WELL AS A COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE

Date 04/07/11

Sign

CC/DCM 002 (Rev. 2/2010)

Page

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM	
<p><i>For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.</i></p>	
<input type="checkbox"/> Expedited Trial within 7 months of Filing	<input type="checkbox"/> Standard Trial within 18 months of Filing
<input type="checkbox"/> EMERGENCY RELIEF REQUESTED _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Signature _____ Date _____ </div>	
COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR)	
<p><i>FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO AN ASTAR RESOURCE JUDGE under Md. Rule 16-202. Please check the applicable box below and attach a duplicate copy of your complaint.</i></p>	
<input type="checkbox"/> Expedited - Trial within 7 months of Filing	<input type="checkbox"/> Standard - Trial within 18 months of Filing
<p>IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.</p>	
CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)	
<input type="checkbox"/> Expedited <div style="display: inline-block; width: 200px;"></div> Trial 60 to 120 days from notice. Non-jury matters.	
<input type="checkbox"/> Standard-Short <div style="display: inline-block; width: 200px;"></div> Trial 210 days.	
<input type="checkbox"/> Standard <div style="display: inline-block; width: 200px;"></div> Trial 360 days.	
<input type="checkbox"/> Lead Paint <div style="display: inline-block; width: 200px;"></div> Fill in: Birth Date of youngest plaintiff _____.	
<input type="checkbox"/> Asbestos <div style="display: inline-block; width: 200px;"></div> Events and deadlines set by individual judge.	
<input type="checkbox"/> Protracted Cases <div style="display: inline-block; width: 200px;"></div> Complex cases designated by the Administrative Judge.	
CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY	
<p>To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is <u>not</u> an admission and may not be used for any purpose other than Track Assignment.</p>	
<input type="checkbox"/> Liability is conceded.	
<input type="checkbox"/> Liability is not conceded, but is not seriously in dispute.	
<input type="checkbox"/> Liability is seriously in dispute.	

CIRCUIT COURT FOR BALTIMORE COUNTY

- | | |
|---|---|
| <input type="checkbox"/> Expedited
(Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. |
| <input type="checkbox"/> Standard
(Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| <input type="checkbox"/> Extended Standard
(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex
(Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases. |

Windsor Mill, MD

Plaintiff

v.

FORD MOTOR COMPANY
c/o The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

Defendant

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY

CASE NO: _____

COMPLAINT AND STATEMENT OF FACTS

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of Maryland. [REDACTED] Windsor Mill, MD [REDACTED].

2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conduct business in the State of Maryland, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o The Corporation Trust Company, 351 West Camden Street, Baltimore, MD 21201.

3. On or about May 28, 2010, Plaintiff purchased a new 2010 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHPOHA4AR[REDACTED].

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$27,278.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship

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CLERK OF DISTRICT COURT
BALTIMORE COUNTY

of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

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

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

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

10. During the first fifteen (15) months following the date of original delivery on the motor vehicle to the consumer and/or the period of the vehicle's first 15,000 miles of operation, Plaintiff complained on at least four (4) occasions about defects and or non-conformities to the following vehicle components: engine and stalling condition. True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT ACT

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

12. Plaintiff is a "Consumer" as defined by §14-1501(b) of the Commercial Law article of the Annotated Code of Maryland (hereinafter the "Code").

13. Defendant is a "Manufacturer" as defined by §14-1501(e) of the Code.

14. Koon's Ford, Woodlawn is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by §14-1501(b) of the Code.

15. On or about May 28, 2010, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by §14-1502 et seq., which substantially impair the use and/or market value of the vehicle.

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

17. Section 14-1502(c)(1) of the Maryland Automotive Warranty Enforcement Act (hereinafter the "Maryland Lemon Law") provides:

If, during the warranty period, the manufacturer or factory branch, its agent, or its authorized dealer is unable to repair or correct any defect or condition that substantially impairs the use and market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer or factory branch, at the option of the consumer, shall: (i) replace the motor vehicle with a comparable motor vehicle to the consumer; or (ii) accept return of the motor vehicle from the consumer and refund to the consumer the full purchase price including all license fees, registration fees, and any similar governmental charges, less: (1) a reasonable allowance for the consumer's use of the vehicle not to exceed fifteen (15) percent of the purchase price; and (2) a reasonable allowance for damage not attributable to normal wear but not to include damage resulting from a nonconformity, defect, or condition.

18. Section 14-1502(d) of the Maryland Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity, defect, or condition has been subject to repair four (4) or more times by the manufacturer or factory branch, or its agents or authorized dealers, within the warranty period but such nonconformity, defect, or condition continues to exist; or
- (2) The vehicle is out of service by reason of repair of one (1) or more nonconformities, defects, or conditions for a cumulative total of thirty (30) or more days during the warranty period.

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

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

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

22. Plaintiff avers that the Maryland Lemon Law statute contains no prohibition on claims for vehicles having less than four (4) repair attempts by the manufacturer or factory branch, or its agents or authorized dealers.

23. Plaintiff avers that the Maryland Lemon Law statute contains no prohibition on claims for vehicles out of service by reason of repairs for a cumulative total of less than thirty (30) days during the warranty period.

24. Plaintiff avers that the Maryland Lemon Law statute does contain a provision that a rebuttable presumption exists when there have been either four (4) repair attempts for the condition or thirty (30) days out of service during the warranty period, but such section §14-1502(d) is not a pre-requisite to a claim under the statute.

25. Plaintiff avers that what constitutes a “reasonable number of repair attempts” is an issue that is properly determined only by the trier of fact.

26. Plaintiff avers that upon presenting the case to the trier of fact, the facts and circumstances of this case will demonstrate a reasonable opportunity to repair and/or reasonable number of repair attempts to prove their claim under the statute.

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

28. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements.

29. Plaintiff avers that such itemized statements, which were not provided also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

30. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide notification.

31. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of §14-1502 of the Code.

32. Pursuant to §14-1502(h) and (l), Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of

costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

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

43. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties and breach of implied warranty of merchantability.

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

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

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

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

48. Section 2-714(2) of the Commercial Law, Annotated Code of Maryland (hereinafter the "Code") defines the measure of damages for breach of warranty as "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, unless special circumstances show proximate damages of a different amount."

49. Section 2-715(1) of the Code authorizes the Court to award the Consumer incidental damages, including expenses reasonably incurred in the inspection, receipt, transportation and

care and custody of goods rightfully rejected, as well as any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

50. Section 2-715(2) of the Code also authorizes the Court to award the Consumer consequential damages, which may include any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise and any injury to the person or property proximately resulting from any breach of warranty.

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

COUNT III **MARYLAND CONSUMER PROTECTION ACT**

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

52. Plaintiff is a "Consumer" as defined by §13-101(c) of the Code.

53. Defendant is a "Person" as defined by §13-101(h) of the Code.

54. The subject vehicle is a "Consumer good" as defined by §13-101(d) of the Code.

55. The Code defines "Consumer goods" as goods which are primarily for personal, household, family, or agricultural purposes.

56. Section 14-1504 of the Maryland Lemon Law provides that a violation of its provisions shall be considered an unfair and deceptive trade practice under Title 13 of the Commercial Law Article.

57. The Maryland Consumer Protection Act defines “unfair or deceptive trade practices” as:

- (1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- (2) Representation that:
 - (i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have;
 - (ii) A merchant has a sponsorship approval, status, affiliation, or connection which he does not have;
 - (iii) Deteriorated, altered, reconditioned, reclaimed, or secondhand consumer goods are original or new; or
 - (iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;
- (3) Knowingly false statement that a service, replacement, or repair is needed

58. Plaintiff avers that Defendant has violated these, as well as other provisions, of §13-101 et seq. of the Code.

59. Section 13-301(14)(xi) of the Code provides that a violation of the Automotive Warranty Enforcement Act is an automatic “unfair or deceptive trade practice” and, therefore, a violation of the Consumer Protection Act.

60. Defendant’s conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of “unfair or deceptive trade practices.”

61. Section 13-408(a) of the Code authorizes consumers to bring an action to recover for injury or loss sustained by them as the result of a practice prohibited by the Consumer Protection Act.

62. Section 13-408(b) of the Code further allows consumers who are awarded damages to seek reasonable attorney’s fees.

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

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

[REDACTED]
Windsor Mill, MD

Plaintiff

v.

FORD MOTOR COMPANY
c/o The Corporation Trust Company
351 West Camden Street
Baltimore, MD 21201

Defendant

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY

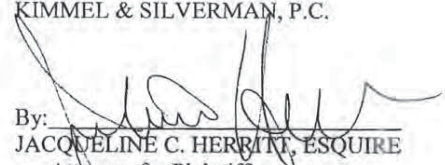
CASE NO: _____

DEMAND FOR JURY TRIAL

Plaintiff demands to have this case tried by a jury.

Pursuant to Maryland Rule 1-313, this is to certify that I am licensed to practice law in Maryland.

KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

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CLERK OF THE CIRCUIT COURT
BALTIMORE COUNTY



KOONS FORD BALTIMORE

BUYER'S ORDER

DATE: MAY 28TH, 2010		BOOK NO: 48322336		CUSTOMER NO: 364403	
NAME: [REDACTED]		ADDRESS: [REDACTED]		CITY: [REDACTED]	
STATE: [REDACTED]		ZIP: [REDACTED]		COUNTY: BALTIMORE	
PHONE: [REDACTED]		FAX: [REDACTED]		E-MAIL: [REDACTED]	
DEALER: KOONS FORD BALTIMORE		SALES: [REDACTED]		FINANCING: [REDACTED]	
YEAR: 2010	MAKE: FORD	MODEL: FUSION	BODY TYPE: SEDAN	COLOR: WHITE	KEY NO: 11111
DRIVER LICENSE: [REDACTED]	COL LICENSE: N/A	VEHICLE IDENTIFICATION NO: 1FAPP0H6A1 [REDACTED]		ODOMETER MILEAGE: 6	
OPTIONAL EQUIPMENT			DEALER INSTALLED EQUIPMENT		
ORIGINAL LIST			22,261.00		
ENGINE: 5L DURATEC			2,033.00		
ADDITIONAL DER MARKUP			2,033.00		
TOTAL CASH DELIVERED PRICE			24,294.00		
Less Credits:					
Deposit (This Buyer Order is not a contract)			2,000.00		
Trade-In Allowance On:			6,053.00		
Net Allowance On Trade:			N/A		
TOTAL CASH DUE ON DELIVERY AND/OR AMOUNT FINANCED			22,294.00		
DESCRIPTION OF TRADE-IN			VIN: 1FAPP0H6A12971		
MAKE: FORD	MODEL:	TYPE:	ALL STATE LEGAL PLAINIFF'S EXHIBIT A		
BIS CO:	AGENT:	POLICY NUMBER:	PHONE:		

Liability insurance for bodily injury or property damage is not included in the purchase price.

FROM : KATRINA WILLIAMS

PHONE NO. : 4105979993

Mar. 11 2011 11:58AM P4

KOONS FORD of BALTIMORE

6970 SECURITY BLVD.

BALTIMORE, MARYLAND 21244

We won't be satisfied until you are!

www.koons.com

SERVICE: (410) 281-2675
WASHINGTON: (301) 621-5030

SALES: (410) 298-3800

Limited Warranty

Parts and labor are warranted for 12 months or 12,000 miles, whichever comes first. Details on back.

PROGRAM	AUTHORIZATION	COMMIT	PRIOR RO	MILEAGE	DATE

Ad: 195 CLIFF CLEMENTS	Tag: 9731	License: MD	3FAHPOHA4A	Page: 1	Invoice
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WINDSOR MILL, MD		WINDSOR MILL, MD	
Work:		Work:	

Odometer in: 3762	Out:	Dist: 1FA WAR W	Prelim	10 FORD FUSION SE 4DR GDN WHITE
NFS: 28J001		Stock#: AK322336		
Begin: 12/17/10	Done: 12/17/10	Invoiced: 12/17/10 15:26 CC	Inservice: 05/30/10	Production: 02/25/10
Sold: 05/28/10				

Concern	SI	OWNER STATES VEHICLE IS STALLING WHEN AT STOPS	Operation	Tech	Units	Amount
Cause		CND	M		194	0.0
Correction		TEST DROVE IDS DIAG NO CODES CHECKED NO TSPS COULD NOT DUPLICATE				0.00
		Tech 194 FITZPATRICK, EE				
		COND CODE 1 0				
		CONCERN CD : 0				
Type: W						
			Subtotal			
			TOTAL CHARGE FOR CONCERN		0.00	

TOTAL CHARGE	0.00	FAC WARRANTY	0.00
		TOTAL CHARGE	0.00

TUESDAY, 02/22/11 at 07:40 for REPLACE OIL AND FILTER UP TO 7 QTS OF OIL TOP FLUIDS
TUESDAY, 02/22/11 at 07:30 for REPLACE OIL AND FILTER UP TO 7 QTS OF OIL TOP FLUIDS

WARRANTY JOB

If you have any questions - please see CLIFF CLEMENTS

PLEASE HELP US HELP YOU, YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD IN THE NEXT FEW WEEKS IF FOR ANY REASON YOU CANNOT ANSWER COMPLETELY SATISFIED PLEASE CONTACT TOM MILLER IMMEDIATELY

!!!!!!YOUR COMPLETE SATISFACTION IS OUR GOAL !!!!!!!

(CHECK (X) APPROPRIATE BOX)		
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SOLD OUT
PARTS	LABOR	TOTAL

Authorized Signature And Date _____

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

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY MANNER WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 10 YEARS FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE CENTER FOR INSPECTION BY REPRESENTATIVES OF FORD.

PLAINTIFF'S EXHIBIT

B.

X I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

FROM : KATRINA WILLIAMS

PHONE NO. : 4105979993

Mar. 11 2011 11:50AM PG

KOONS FORD OF BALTIMORE

6970 SECURITY BLVD.

BALTIMORE, MARYLAND 21244

We won't be satisfied until you are!

www.koons.com

SERVICE: (410) 281-2675
WASHINGTON: (301) 621-5030

SALES: (410) 298-3800

Limited Warranty

Parts and labor are warranted for 12 months or 12,000 miles, whichever comes first. Details on back.

PROGRAM	AUTHORIZATION	COMMIT.	PRIOR RO	MILEAGE	DATE
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Adv: 195 CLIFF CLEMENTS	Tag: 3564	License: MD	3FAHP0HA4 AR	Page: 1	Invoice
Involvement Windsor Mill, MD Work: Home: Work Ext: 2999					
Odometer In: 2999 Out: Dist: 1FA WAR W Prelim 10 FORD FUSION RE 4DR SDN WHITE MFG: 28J001 #stock: AR322336 Begin: 02/18/11 Done: 02/21/11 Invoiced: 02/21/11 15:37 CC Inservice: 03/30/10 Production: 02/25/10 Sold: 05/28/10					
Concern 51	OWNER STATES ENGINE WILL STALL WHEN COMING OFF HIGHWAY LETTING COMPLETELY OFF THROTTLE--WILL RESTART THROTTLE BODY			Operation	Tech Units Amount
Cause	TESTED AND REPLACED THROTTLE BODY NO CODES FOUND			12650D	194 0.2 13.06
Correction 51-1	1			9926A	194 0.6 54.10
Parts	Part Number	PO#	Note Description	Qty	Unit
	9192 98926 A	INSF	THROTTLE BODY AND MO	1	107.43 107.43
	Part Count	1.00	Allowance: 42.97		
	Tech 194 FITZPATRICK, BS				
	COND CODE : 0				
	CONCERN CD : 0				
Type: W				Subtotal	
				PARTS 150.40	
				LAB-MECHANICAL 72.24	
				TOTAL CHARGE FOR CONCERN 222.64	

FROM : KATRINA WILLIAMS

PHONE NO. : 4105979993

Mar. 11 2011 11:59AM P5

KOONS FORD OF BALTIMORE6970 SECURITY BLVD.
BALTIMORE, MARYLAND 21244**We won't be satisfied until you are!**

www.koons.com

SERVICE: (410) 281-2675
WASHINGTON: (301) 621-5030

SALES: (410) 298-3800

Limited Warranty

Parts and labor are warranted for 12 months or 12,000 miles, whichever comes first. Details on back.

PROGRAM	AUTHORIZATION	COMMIT	PRIOR RO	MILEAGE	DATE
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Adv: 195 CLIFF CLEMENTS	Taq: 1554	License: MD	3FAHPOH4A	Page: 1	Invoice: W49483
WINDSOR MILL, MD		WINDSOR MILL, MD			
Work: [REDACTED]	Home: [REDACTED]	Work Ext: 2999	Work: [REDACTED]	Home: [REDACTED]	Work Ext: 2999
Odometer in: 1061		Out:	Hint: 1FA WAR W	Prelim	10 FORD FUSION SE 4DR SUN WHITE
MYS: 30J001		Stock#: AR322336			
Begin: 03/08/11	Done: 03/08/11	Invoice: 03/10/11 17:07 CC	Inservice: 05/30/10	Production: 02/25/10	Sold: 05/28/10
Concern 51	OWNER STATES VEHICLE STALLS WHILE DRIVING--LET OFF ACCELERATOR - LIKE GETTING OFF INTERSTATE ONTO OFF RAMP		Operation Tech Units Amount		
Cause	PCM UPDATE		M 113 0.0 0.00		
Correction	DIAG TESTS, NO ENGINE CODES PCM PASS, PREFORM 49 MILE ROAD TEST, COULD NOT DUPLICATE CONCERN AT THIS TIME, REPROGRAM PCM WITH FORDS LATEST RUNNING CALIBRATIONS, RELEASE TO CUSTOMER				
Tech 113	ROBERTS, JOHN		Subtotal		
Type: W		COND CODE : 0		TOTAL CHARGE FOR CONCERN 0.00	
TOTAL CHARGE 0.00		FAC WARRANTY		0.00	
		TOTAL CHARGE		0.00	

If you have any questions - please see CLIFF CLEMENTS

PLEASE HELP US HELP YOU, YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD IN THE NEXT FEW WEEKS IF FOR ANY REASON YOU CANNOT ANSWER COMPLETELY SATISFIED PLEASE CONTACT TOM MILLER IMMEDIATELY
!!!!!!YOUR COMPLETE SATISFACTION IS OUR GOAL !!!!!!!

(CHECK (✓) APPROPRIATE BOX)		
CLAIMS REVIEW	AUTHORIZATION TO REPAIR CLAIM	PARTS SCRAP OUT
1 PARTS	5 LABOR	5 TOTAL
Authorized Signature And Date		

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

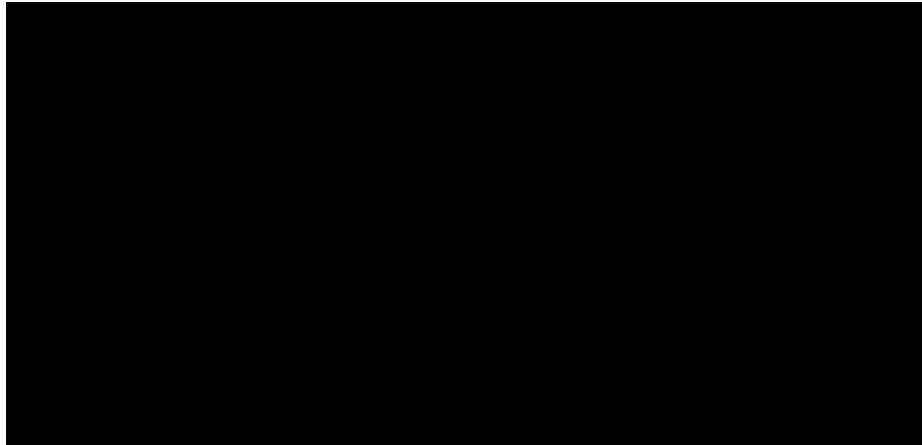
X I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE
THIS COPY MUST BE RETURNED FOR ADJUSTMENT

(SIGNED)
UCS02004

DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON

(DATE)

CUSTOMER



L. Rudolph CF

LAW OFFICES OF
ELIZABETH DELEVIE AGMON

16501 VENTURA BOULEVARD, SUITE 401
ENCINO, CALIFORNIA 91436-2068
TELEPHONE (818) 344-7022
FAX (818) 344-7032
E-MAIL delevieagmon@hotmail.com

April 15, 2010

Sent Via Certified Mail/Return Receipt
Article # [REDACTED]

Ford Motor Company
Litigation Prevention Section
Executive Offices
16800 Executive Plaza Drive
Mail Drop 3NE-B
Dearborn, MI 48126

RE: [REDACTED] v. Ford Motor Company

Dear Sir or Madam:

This letter serves to inform you that this firm has been retained by [REDACTED] to represent her in her case against Ford Motor Company arising out of her purchase of a defective 2009 Ford Escape, Vehicle Identification Number (VIN) 1FMCU03709K [REDACTED] from Vista Ford on February 1, 2009. Enclosed herewith are copies of [REDACTED] sales contract, current registration and repair orders.

With this letter I also enclose a copy of the Notice of Rescission of Contract, Rejection and/or Revocation of Acceptance of the vehicle. Pursuant to her rights under the Commercial Code, [REDACTED] will be holding the vehicle to protect her secured interest in the vehicle until Ford Motor Company returns all money and consideration paid by her and compensates her for incidental and consequential damages, attorneys fees, costs and expenses arising out of this matter.

At the present time we are prepared to settle this case for \$27,088.35, based upon the damage calculation sheet enclosed herewith, plus reasonable attorneys fees. This is an offer to compromise this claim.

You are specifically instructed not to contact my client, [REDACTED] and I suggest that you present this letter along with the enclosures to your legal counsel for review. Please have him or her contact me so that we can determine whether or not we will be able to resolve this matter or whether it will be necessary to file a complaint. As you are aware, if it is necessary to file a complaint, Ford Motor Company may be liable for a civil penalty of up to

[REDACTED]
April 15, 2010
page two

\$54,176.70.

I look forward to hearing from you.

Very truly yours,



Elizabeth Delevie Agmon

encls.

cc [REDACTED]

DAMAGE CALCULATION SHEET

Contract Purchase Price

Purchase Price down payment including trade-in value \$ 3,562.60

Payments as of April 15, 2010 \$ 5,719.84

Loan payoff as of April 15, 2010 \$17,492.91
(good through April 26, 2010)

Incidental & Consequential Damages

Subsequent year registration: \$ 313.00

Total: \$27,088.35

**NOTICE OF RESCISSION OF CONTRACT,
REJECTION AND/OR REVOCATION OF ACCEPTANCE OF VEHICLE**

I.

by given that [REDACTED] rescinds that certain contract signed Notice is, 1, 2011 at Vista Ford, an authorized Ford Motor Company dealership in by her on Feb. 1, 2011, California, by the terms of which [REDACTED] entered into the Wood of a 2009 Ford Escape, Vehicle Identification Number (VIN) 1FMCU03709K [REDACTED] total purchase price with financing was \$28,076.20. A copy of the Purchase Contract is attached hereto as Exhibit A.

II.

[REDACTED] hereby exercises her rights to revoke acceptance of this vehicle because the vehicle was sold to her under fraud and mistake, and further because it fails to conform to the applicable warranties.

III.

The grounds for rescission of the contract and revocation of acceptance of the vehicle are as follows:

a. Violation of the Repurchase/Replacement Provisions of the Lemon Law

Since the date of purchase, the vehicle has been in for repair an unreasonable number of times due to defective conditions in the vehicle. Such conditions substantially impair the use, safety and value of the vehicle. Ford Motor Company and its representatives have been unable to repair the defects and have refused to replace the vehicle or refund to [REDACTED] the money paid for the vehicle pursuant to the Song-Beverly Consumer Warranty Act. As a result, the consideration received by [REDACTED] under the contract has failed in whole or material part through the fault of the manufacturer and its representatives.

[REDACTED] entered into the contract under the mistaken belief that the vehicle was free from defects and was in a fit and merchantable condition. In fact, the vehicle was defective, unfit for use as safe and reliable transportation, and in an unmerchantable condition at the time of sale. Had [REDACTED] known the true condition of the vehicle, she would not have entered into the contract and would not have taken delivery of the vehicle.

IV.

Based on the above facts and circumstances, the vehicle has failed in material respect to comply with the representations and warranties made by Ford Motor Company and its authorized representative Vista Ford, and justifies [REDACTED] revoking acceptance of the

[Print Page Click Here](#)

OASIS RESULT:

1FMCU03709K

USA
EN04/09/2010
17:24:31
FCXWS447

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VEHICLE INFORMATION

VEHICLE DESCRIPTION
2009 ESCAPE
TRANSMISSION
6 SPEED AUTO 6F MID
PAINT COLOR
WHITE SUEDE
AXLE RATIO
2.93 FINAL DRIVE RATIO
SYNC VERSION
V1

BODY STYLE
4 DR XLT MPV 4X2
AXLE CODE
96
RADIO
ELETR AM/FM STRO/DISC/CLK
WHEEL SIZE
7.0X16" ALLOY ROAD WHL-STYLE 1
VHR ACTIVATED
N

ENGINE
2.5L DOHC
ENGINE CALIBRATION
9M71 A20A
GROSS VEHICLE WEIGHT
4440 LB. GVW
FRONT TIRE
P235/70R-16T BSW A-S

WARNING MESSAGES

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

ARN MESSAGES

GENERAL WARRANTY INFORMATION

WARRANTY START DATE
02/01/2009BUILD DATE
07/22/2008

SALE MILEAGE

New Vehicle Base Warranty

OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

MARKETING MESSAGES

OWNER ADVANTAGE REWARDS: VIN HAS BEEN ASSOCIATED WITH AN OAR ACCOUNT AT THIS DEALERSHIP.
VISIT OA TRACKER TO VERIFY MEMBER AND SEE COMPLETE ACCOUNT DETAILS
OA MEMBER#: 217 288 691 DEALER-FUNDED REWARDS BALANCES AS-OF-DATE: 04/07/2010
DEALER SERVICE BALANCE: \$10.00 DEALER OIL CHANGE BALANCE: 0 DEALER SALES BALANCE: \$100.00

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

WARRANTY REPAIR HISTORY

11/30/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: 073741

ODOMETER: 007973M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
3U22 14S411JAA	ROT-WIRING PIGTAIL	001	126500	D4	FLAW IN MATERIAL
3U22 14A08BAB	SHIELD-ENGINE COMPAR	003	126500B1		
3R32 14A411AA	WIRE ASSY MAIN JUMPER	001	12650045		
DSP		014	M112A381		
WA 75BA		022	126500X1		
12A581	WIRING ASSY EEC SENS	000			

NO P2135 EEC TEST DCL DISPLAY MONITOR TEST PINPOINT TEST CONTACT HOTLINE 103487461 CHECKED THERE CIRCUITS V-318 AND VE819 BOTH PASS CHECKED ETB ANGLES AND CONTACTED FSE
TOLD TO REPLACE WIRING FROM TP SENSOR TO PCM 4 WIRES CIR CUTS VE818 BN VE819 GN VT RE134 BU OG AND LE134 YE 1 FROM C175E TO C1368 M11 ME 600HRS PLUS OPS RETEST P1000P1000

11/30/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: 073741

ODOMETER: 007973M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
TAP1	MISC	000		82	FREIGHT/POSTAGE/MAINTENANCE

TAP 1 RENT A CAR FOR A TOTAL OF 270 DOLLARS CONTRACT NUMBER 14352

10/02/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: 069490

ODOMETER: 006654M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
3L82 9E926A	BODY ASSY AIR CHARGE	001	126500	42	DOES NOT OPERATE PROPERLY
		000	126500B1		
		000	12650045		
		000	9976A		
		000	126500X1		

YES P2135 EEC TEST DCL DISPLAY MONITOR TEST PINPOINT TEST REPLACE THROTTLE BODY RETEST P1000P1000

4/9/2010

10/02/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 006154M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
TAP1	MISC	000		82	FREIGHT/POSTAGE/MAINTENANCE

TAP 1 RENT A CAR FOR A TOTAL OF 210 DOLLARS CONTRACT NUMBER 13927

08/13/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 004160M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
TAP1	MISC	000		82	FREIGHT/POSTAGE/MAINTENANCE

4960 TAP 1 RENT A CAR FOR A TOTAL OF 210 DOLLARS CONTRACT NUMBER 13453 TO B E APPEALED TO RO 65486 LINE B AS MISSED TAP CAR

08/06/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 004559M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
BL82 14A664A	AIR BAG CLOCK SPRING	001	140560	D4	FLAW IN MATERIAL
		000	1405606		

4959 CLOCK SPRING CK OUT RETRIEVE CODE P0581 PINPOINT TEST REPLACE OPEN CLOCK SPRING CK AT THIS TIME CLEAR CODES

08/04/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 004684M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
3078	ARM ASY-FRONT SUSP L	000	M13078	33	LOOSE PART

4884 INSPECT SUSPENSION AND WHEELS TIGHTEN ALL FRT SUSPENSION

05/11/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 002687M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
9L82 9E926A	BODY ASY-AIR CHARGE	001	126500	42	DOES NOT OPERATE PROPERLY
		000	93506		
		000	12650055		
		000	12650045		
		000	12650081		
		000	9926A		
		000	12650DX1		

2687 CHK OBDII P2135 YES PASS PASS CHK FUEL PRESSURE OK AT 47 PSI CHK IGNITION SYSTEM PINPOINT TEST MONITOR TEST REPLACED THROTTLE BODY RETEST P1000 A NO ROAD TEST 5 MILES

05/11/2009

DEALER: Vista Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 002687M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
TAP1	MISC	000		82	FREIGHT/POSTAGE/MAINTENANCE

2687 TAP 1 RENT A CAR FOR A TOTAL OF 90 DOLLARS CONTRACT NUMBER 12623

[Click Here for Full Warranty History](#)

On-line 1878

END OF OASIS REPORT FOR 1FMCU03709K [REDACTED]

4/9/2010

CUSTOMER #: 111938

59269

VISTA FORD
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364

VISTA AUTO BODY
7862 DEERING AVE
CANOGA PARK, CA 91304

SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # ARD041819

DIRECT: (818) 347-1548
EPA# CAD07294037293001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 5:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

INVOICE

PAGE 1

WEST HILLS, CA

HOME

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 346 KELLY EUBANKS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03709K		2687/2687	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01FEB09 IS					0.00	CASH
01FEB09 DE			WAIT 11MAY09			13MAY09
R.O. OPENED	READY	OPTIONS: STK:90232 ENG:2.5 Liter				
11MAY09	13MAY09					

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

A CUST STATES CHK ENG LT AND WRENCH LTS CAME ON WHILE DRIVING

CAUSE: 2687 CHK OBDII P2135 YES PASS PASS CHK FUEL PRESSURE OK AT 47

PSI CHK IGNITION SYSTEM PINPOINT TEST MONITOR TEST REPLACED

THROTTLE BODY R

12650D EEC (QUICK TEST) - DIAGNOSIS - L

201 W

(N/C)

1 9L8Z*9E926*A THROTTLE BODY AND MOTOR ASY

(N/C)

9350B FUEL PUMP PRESSURE TEST ON VEHICLE -

DIAGNOSIS (9A407/9H307/9350) - L

201 W

(N/C)

12650D55 IGNITION SYSTEM - DIAGNOSIS - L

201 W

(N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -

L

201 W

(N/C)

12650D81 RECORDER/MONITOR ROAD TEST - DIAGNOSIS -

L

201 W

(N/C)

9926A THROTTLE BODY - AIR INTAKE - REPLACE

(9E926) - L

201 W

(N/C)

12650DX1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA

TIME TO REPEAT FINAL QUICK TEST

201 W

(N/C)

FC: E29 42

PART#: 9L8Z*9E926*A

COUNT:

CLAIM TYPE:

AUTH CODE:

4534

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

2687 CHK OBDII P2135 YES PASS PASS CHK FUEL PRESSURE OK AT 47 PSI

CHK IGNITION SYSTEM PINPOINT TEST MONITOR TEST REPLACED THROTTLE BODY

ORIGINAL ESTIMATE	\$	DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	LABOR AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	PARTS AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	GAS, OIL, LUBE	
AUTHORIZED ADDL REPAIRS	\$	SUBLET AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	MISC. CHARGES	
TOTAL	\$	TOTAL CHARGES	
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE		ADJUSTMENT	
SIGNATURE X _____ DATE _____		SALES TAX	
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF		PLEASE PAY THIS AMOUNT	
X _____			

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VISTA FORD
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
U.A.R. REG. # ARD041819VISTA AUTO BODY
7862 DEERING AVE.
CANOGA PARK, CA 91304DIRECT: (818) 347-1548
EPA# CAD07294037293001
U.A.R. REG. # ARD147213SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

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PAGE 2

SERVICE ADVISOR: 346 KELLY EUBANKS

WEST HILLS, CA

HOME:

CONT:N/A

BUS:

CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	FORD ESCAPE	1FMCU037091		2587/2687		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01FEB09 IS							
01FEB09 DD			WAIT 11MAY09		0.00	CASH	13MAY09
R.O. OPENED		READY	OPTIONS: STK:90232 ENG:2.5_Liter				
11MAY09		13MAY09					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
RETEST P1000 AND ROAD TEST 5 MILES							

E** TAP 1 RENT-A-CAR

CAUSE: 2687 TAP 1 RENT A CAR FOR A TOTAL OF 90 DOLLARS CONTRACT NUMBER

12623

LOANER TAP 1 RENT-A-CAR

9999 W

1 RENTAL

FC: A99 82

PART#: TAP1

COUNT:

CLAIM TYPE: TAP1

AUTH CODE:

(N/C)

(N/C)

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

2687 TAP 1 RENT A CAR FOR A TOTAL OF 90 DOLLARS CONTRACT NUMBER

12623

ORIGINAL ESTIMATE	\$	DESCRIPTION		TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADOL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT 0.00
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT 0.00
TOTAL	\$	DATE	TIME	GAS OIL, LUBE 0.00
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				SUBLET AMOUNT 0.00
SIGNATURE X				MISC. CHARGES 0.00
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES 0.00
X				ADJUSTMENT 0.00
				SALES TAX 0.00
				PLEASE PAY THIS AMOUNT 0.00

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WAITER

65291

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Vista Ford Lincoln Mercury
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364

VISTA AUTO BODY
7862 DEERING AVE.
CANOGA PARK, CA 91304

SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # ARD041819

DIRECT: (818) 347-1548
EPA# CAD07294037293001
B.A.R. REG. # ARD147213

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7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WEST HILLS, CA

HOME:

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU037091		4884/4884	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	INVT. DATE
01FEB09 IS						
01FEB09 DD			WAIT 04AUG09		0.00 CASH	04AUG09
R.O. OPENED	READY	OPTIONS: STK:90232 ENG:2.5 Liter				
04AUG09	04AUG09					

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

A LUBE/OIL/FILTER/AND TIRE ROTATION PLUS MULTI POINT INSPECTIONS. 40

VISTA FORD** ** TO PERFORM THE FIRST SERVICE ON ** ** YOUR
BRAND NEW VEHICLE. ** ** WE WANT TO SEE YOU AGAIN. **

MAINTENANCE SERVICES
PERFORMED: *

*-CHANGE ENGINE OIL AND FILTER AND FILL ALL FLUID
LEVELS. *-ROTATE TIRES-CHECK AIR PRESSURE, INCLUDING SPARE. *
*-CHECK EXHAUST SYST. FOR LEAKS, DAMAGE, LOOSE PARTS. *-CHECK
OPERATION OF HORN, EXTERIOR LIGHTS, HAZARD LIGHTS* AND TURN
SIGNALS. *-CHECK RADIATOR, HEATER, AIR CONDITIONING HOSES FOR
* LEAKS OR DAMAGE. *-INSPECT HALF SHAFT BOOTS, IF EQUIPPED.
*

QCM5000 LUBE/OIL/FILTER/AND TIRE ROTATION PLUS
MULTI POINT INSPECTIONS. 40

YOU FOR ALLOWING VISTA FORD** ** TO PERFORM
THE FIRST SERVICE ON ** ** YOUR BRAND NEW
VEHICLE. ** ** WE WANT TO SEE YOU AGAIN. **

MAINTENANCE SERVICES PERFORMED: * *****

*-CHANGE ENGINE OIL AND OIL FILTER *
*-CHECK AND FILL ALL FLUID LEVELS. *
*-ROTATE TIRES-CHECK AIR PRESSURE, INCLUDING
SPARE. *-CHECK EXHAUST SYST. FOR LEAKS,
DAMAGE, LOOSE PARTS. *-CHECK OPERATION OF
HORN, EXTERIOR LIGHTS, HAZARD LIGHTS* AND
TURN SIGNALS. *-CHECK RADIATOR, HEATER,
AIR CONDITIONING HOSES FOR * LEAKS OR
DAMAGE. *-INSPECT HALF SHAFT BOOTS, IF

ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED AODL REPAIRS	\$	AODL REPAIRS OK'D BY	BY PERSON PHONED	LABOR AMOUNT	
AUTHORIZED AODL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	
TOTAL	\$	DATE	TIME	GAS, OIL, LUBE	
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE				SLBLET AMOUNT	
SIGNATURE X				MISC. CHARGES	
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES	
X				ADJUSTMENT	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

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VISTA FORD
dba Vista Ford Lincoln Mercury
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364VISTA AUTO BODY
7862 DEERING AVE.
CANOGA PARK, CA 91304SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # ARD041819DIRECT: (818) 347-1548
EPA# CAD07294037293001
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SATURDAY
8:00 A.M. TO 1:00 P.M.VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

INVOICE

PAGE 2

SERVICE ADVISOR: 172 KEN NAZARIAN

WEST HILLS, CA

HOME:

CONT:N/A

BUS:

CELL:

COLOR		YEAR		MAKE/MODEL		VIN		LICENSE		MILEAGE IN / OUT		TAG			
WHITE		09		FORD ESCAPE		1FMCU03709K				4884/4884					
DEL. DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT		INV. DATE	
01FEB09 IS															
01FEB09 DD						WAIT 04AUG09				0.00		CASH		04AUG09	
R.O. OPENED				READY		OPTIONS: STK:90232 ENG:2.5 Liter									
04AUG09				04AUG09											

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

EQUIPPED. *

885 IQCM

(N/C)

1 FL*2017*B FILTER ASY - ENGINE OIL - ELEM

(N/C)

6 OIL MOTORCRAFT OIL

(N/C)

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

4884 PERFORM L O F AND TIRE ROTATION BRAKES F8MM R4MM DRUMS

B PERFORM MULTI-POINT INSPECTION 40

99P PERFORM MULTI-POINT INSPECTION 40

885 IQCM

(N/C)

GBK GREEN- MEASUREMENT(DISC:OVER 5MM) - (DRUM:OVER 2MM) BRAKES GOOD

885 IQCM

(N/C)

GTIRE GREEN 7/32 OR GREATER

885 IQCM

(N/C)

GBATT BATTERY TESTED GOOD AT THIS TIME.

885 IQCM

(N/C)

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

4884 MULTI POINT INSPBRAKES F8MM R4MM DRUMS

C/CUST STATES CLICKING NOISE WHEN TURN STEERING WHEEL EITHER DIRECTION
FULL TURN

CAUSE: 4884 INSPECT SUSPENSION AND WHEELS TIGHTEN ALL FRT SUSPENSION

MT3078 INSPECT AND TIGHTEN ALL FRONT SUSPENSION

112 W

(N/C)

FC: N50 33

PART#: 3078

COUNT:

CLAIM TYPE:

AUTH CODE:

1610

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

ORIGINAL ESTIMATE	\$				DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS	OK'D BY	IN PERSON PHONED	LABOR AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID			PARTS AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	DATE	TIME		GAS, OIL, LUBE	
TOTAL	\$				SUBLET AMOUNT	
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE					MISC. CHARGES	
SIGNATURE X _____ DATE _____					TOTAL CHARGES	
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF					ADJUSTMENT	
X _____					SALES TAX	
					PLEASE PAY THIS AMOUNT	

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

CUSTOMER #: 111938

65291

VISTA FORD
dba Vista Ford Lincoln Mercury21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
S.A.R. REG. # ARD041819

VISTA AUTO BODY

7862 DEERING AVE
CANOGA PARK, CA 91304DIRECT: (818) 347-1548
EPA# CAD07294037293001
S.A.R. REG. # ARD147213SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

INVOICE

PAGE 3

SERVICE ADVISOR: 172 KEN NAZARIAN

WEST HILLS, CA

HOME

CONT:N/A

BUS:

CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	FORD ESCAPE	1FMCU03709K		4884/4884		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01FEB09 IS							
01FEB09 DD			WAIT 04AUG09		0.00	CASH	04AUG09
R.O. OPENED		READY	OPTIONS: STK:90232 ENG:2.5_Liter				
04AUG09		04AUG09					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
4884	INSPECT	SUSPENSION AND WHEELS	TIGHTEN ALL FRT	SUSPENSION			

ORIGINAL ESTIMATE	\$	DESCRIPTION		TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OR D BY	IN PERSON PHONED	LABOR AMOUNT 0.00
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID	DATE	PARTS AMOUNT 0.00
TOTAL	\$	DATE	TIME	GAS, OIL, LUBE 0.00
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE				SMILET AMOUNT 0.00
SIGNATURE X _____ DATE _____				MISC. CHARGES 0.00
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES 0.00
X _____				ADJUSTMENT 0.00
				SALES TAX 0.00
				PLEASE PAY THIS AMOUNT 0.00

Notice to Consumer: Please read important information on back.

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CUSTOMER COPY

DP12-006 002086LC

Multi-Point Inspection Report Card as Recommended by Ford Motor Company

Name: _____

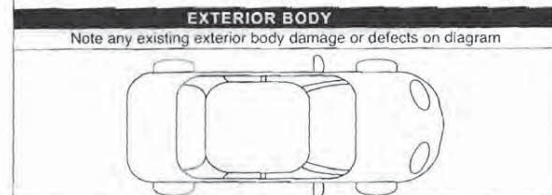
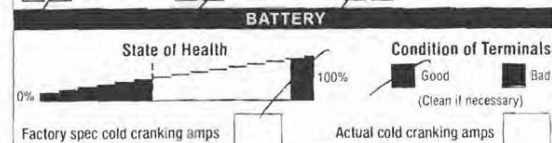
E-Mail Address: _____


Today's Date: 8/4/09 RO/Tag: 65291 State Inspec. Month: _____
 Make/Model/Year: 07-ESCA Mileage: 4884
 VIN #: _____ Plate #: _____

SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT*			
DUE	SERVICED	DUE	SERVICED
<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Oil Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>	<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Transmission Filter	<input type="checkbox"/>
<input type="checkbox"/> Oil Change	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid	<input checked="" type="checkbox"/>

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit www.genuineservice.com for vehicle specific maintenance requirements.

CHECK FLUID LEVELS AND FILL			
OK	FILL	OK	FILL
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



TIRE/BRAKE WEAR			
TIRE TREAD		BRAKE LINING	
7/32" and greater		3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"	
Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)		Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)	
			
LEFT FRONT		RIGHT FRONT	
<input checked="" type="checkbox"/> Tire Tread Depth <u>11</u> /32"		<input checked="" type="checkbox"/> Tire Tread Depth <u>11</u> /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 <u>8</u> mm /32"		<input checked="" type="checkbox"/> Brake Lining <u>8</u> mm /32"	
LEFT REAR		RIGHT REAR	
<input checked="" type="checkbox"/> Tire Tread Depth <u>11</u> /32"		<input checked="" type="checkbox"/> Tire Tread Depth <u>11</u> /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 <u>4</u> mm /32"		<input checked="" type="checkbox"/> Brake Lining <u>4</u> mm /32"	
TIRE WEAR INDICATES:			
<input type="checkbox"/> Alignment check needed			
<input type="checkbox"/> Wheel balance needed			
<input type="checkbox"/> Tire repair needed			
<input type="checkbox"/> Brake measurements not taken this service visit			

Comments: _____

Service Advisor: 172 Customer Signature: _____

Technician: 885

CUSTOMER #: 111938

65486

VISTA FORD
dba Vista Ford Lincoln Mercury21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # ARD041819

VISTA AUTO BODY

7862 DEERING AVE.
CANOGA PARK, CA 91304DIRECT: (818) 347-1548
EPA# CAD07294037283001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:

MONDAY THRU FRIDAY
7:00 A.M. TO 5:00 P.M.SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:

MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

PAGE 1

SERVICE ADVISOR: 172 KEN NAZARIAN

WEST HILLS, CA

HOME: CONT:N/A

BUS: CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03709		4959/4959	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	INV. DATE
01FEB09 IS			17:00 11AUG09		0.00	13AUG09
01FEB09 DD					CASH	
R.O. OPENED	READY	OPTIONS: STK:90232 ENG:2.5 Liter				
06AUG09	13AUG09					

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

A CUST STATES CHECK ENGINE LIGHT IS BACK ON AGAIN==SEE HIST

MT MTIME

PARTS:	152 INP					(N/C)
	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A: 0.00

4959 CHECK OBD II AND ALL MODULES - CODED P2135 & P0581; FUEL PRESSURE TEST - OKAY AT 52 PSI; RELATIVE INJECTOR FLOW TEST; IGNITION SYSTEM TEST; PINPOINT TEST; MONITOR TEST; CLEAR CODES - TRIED TO REDUPLICATE P2135 - UNABLE TO. ROAD TEST OVENITGHT 108 MILES - UNABLE TO VERIFY CONCERN AT THIS TIME.

B** PER TUNE UP DEPT SEND TO QUICK SERVICE TECH FOR ENGINE LIGHT CAUSE: 4959 CLOCK SPRING CK OUT RETRIVE CODE P0581 PINPOINT TEST REPLACE OPEN CLOCK SPRING OK AT THIS TIME CLEAR CODES

14056D AIR BAG RESTRAINT SYSTEM - DIAGNOSIS - L
113 W

(N/C)

1 8L8Z*14A664*A COVER AND CONTACT PLATE ASY

(N/C)

14056D6 AIR BAG SLIDING CONTACT - CLOCKSPrING -
REPLACE (14A664) - L

113 W

(N/C)

FC: S39 D4

PART#: 8L8Z*14A664*A

COUNT:

CLAIM TYPE:

AUTH CODE:

8135

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

4959 CLOCK SPRING CK OUT RETRIVE CODE P0581 PINPOINT TEST REPLACE OPEN CLOCK SPRING OK AT THIS TIME CLEAR CODES

C** OK FOR OVERNIGHT ROAD TEST GIVEN IN PERSON 8/10 2.38

NC DONE

9999 INP

(N/C)

ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	DATE	TIME	GAS, OIL, LUBE	
TOTAL	\$			SUBLET AMOUNT	
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				MISC. CHARGES	
SIGNATURE X				TOTAL CHARGES	
DATE				ADJUSTMENT	
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				SALES TAX	
X				PLEASE PAY THIS AMOUNT	

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CUSTOMER COPY

DP12-006 002088LC

CUSTOMER #: 111938

65486

VISTA FORD
dba Vista Ford Lincoln Mercury
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364VISTA AUTO BODY
7862 DEERING AVE.
CANOGA PARK, CA 91304SERVICE DIRECT: (818) 884-7601
EPA# CAD07284037201024
B.A.R. REG. # A70041819DIRECT: (818) 347-1548
EPA# CAD07284037293001
B.A.R. REG. # ARD147213

INVOICE

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WEST HILLS, CA

PAGE 2

HOME

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	FORD ESCAPE	1FMCU037091		4959/4959		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01FEB09 IS			17:00 11AUG09		0.00	CASH	13AUG09
01FEB09 DD							
R.O. OPENED		READY	OPTIONS: STK:90232 ENG:2.5 Liter				
06AUG09		13AUG09					

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	0.00
TOTAL	\$	DATE	TIME	GAS, OIL, LUBE	0.00
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE				SUBLET AMOUNT	0.00
SIGNATURE X		DATE		MISC. CHARGES	0.00
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES	0.00
X				ADJUSTMENT	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00

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CUSTOMER #: 111938

66001

VISTA FORD
dba Vista Ford Lincoln Mercury21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364SERVICE DIRECT: (818) 884-7601
EPAR CAD07294037201024
B.A.R. REG. # ARD041819

VISTA AUTO BODY

7862 DEERING AVE
CANOGA PARK, CA 91304DIRECT: (818) 347-1548
EPAR CAD07294037201024
B.A.R. REG. # ARD147217SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WARRANTY

PAGE 1

WEST HILLS, CA

HOME

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU037091		4960/4960	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01FEB09 IS						
01FEB09 DD			17:00 13AUG09		0.00	CASH
R.O. OPENED	READY	OPTIONS	STK:90232 ENG:2.5_Liter			
13AUG09	18AUG09					

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

A TAP1==REFER TO RO# 65486

CAUSE: 4960 TAP 1 RENT A CAR FOR A TOTAL OF 210 DOLLARS CONTRACT NUMBER

13453 TO BE APPEALED TO RO 65486 LINE B AS MISSED TAP CAR

LOANER TAP 1 RENT-A-CAR

9999 W 0.00

1 RENTAL

FC: A99 82

PART#: TAP1

COUNT:

CLAIM TYPE: TAP1

AUTH CODE:

0 21000 TPARTS

0 0 TLABOR

TECH: 9999 ACTUAL HRS.: 0.00 SOLD HRS.: 0.00

SALE-LBR:	0.00	PTS:	210.00	MSC:	0.00	LUB:	0.00	SUB:	0.00	TOTAL	210.00
COST-LBR:	0.00	PTS:	0.00	MSC:	0.00	LUB:	0.00	SUB:	0.00	TOTAL	0.00

4960 TAP 1 RENT A CAR FOR A TOTAL OF 210 DOLLARS CONTRACT NUMBER
13453 TO BE APPEALED TO RO 65486 LINE B AS MISSED TAP CAR

TECH: 9999 ACTUAL HRS.: 0.00 SOLD HRS.: 0

SALE-LBR:	0.00	PTS:	210.00	MSC:	0.00	LUB:	0.00	SUB:	0.00	TOTAL	210.00
COST-LBR:	0.00	PTS:	0.00	MSC:	0.00	LUB:	0.00	SUB:	0.00	TOTAL	0.00

*** NO RO PUNCH TIMES ON FILE ***

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57200	0	0		77610	21000	0	
11400	21000	*****					

COST, SALE, & COMP TOTALS 0 21000 0

COST, SALE, & COMP TOTALS				0 21000 0	
ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	210.00
AUTHORIZED ADDL REPAIRS	\$	DATE	TIME	GAS, OIL, LUBE	0.00
TOTAL	\$			SUELET AMOUNT	0.00
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				MISC. CHARGES	0.00
SIGNATURE X _____ DATE _____				TOTAL CHARGES	210.00
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				ADJUSTMENT	0.00
X _____				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	210.00

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WARRANTY COPY

CUSTOMER #:111938

69490

VISTA FORD
dba Vista Ford Lincoln Mercury21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364
SERVICE DIRECT: (818) 884-7601

EPA# CAD07294037201024 B.A.R. REG. # ARD041819

WORKORDER

VISTA AUTO BODY7862 DEERING AVE.
CANOGA PARK, CA 91304
DIRECT: (818) 347-1548

EPA# CAD07294037293001 B.A.R. REG. # ARD147213

PAGE 1

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

SERVICE ADVISOR: 172 NAZARIAN, KEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE	09	FORD ESCAPE	1FMCU03709K [REDACTED]		6654/	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01FEB09 IS							
01FEB09 DD			17:00 02OCT09		0.00	CASH	
R.O. OPENED		READY	OPTIONS: STK:90232 ENG:2.5_Liter				
02OCT2009 09:23							

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		W		CUST STATES CHECK ENGINE LIGHT & WRENCH LIGHTS ARE ON==SEE HISTORY==ADVISE

TO OUR CUSTOMERS

VISTA'S LABOR CHARGES ARE NOT BASED ON THE MECHANIC'S ACTUAL TIME SPENT ON THE JOB.

Our "estimate" is actually the estimated total of Vista's Menu Price for each item to be performed. Our Menu prices are based on years of automotive servicing experience. Your job's estimated total price is quoted to and authorized by you in advance of any work being done. If after beginning your job, we find additional work is necessary, you will be advised and your approval of a revised estimate will be requested.

We believe our menu pricing system is advantageous to our customers, because your once for a prescribed repair remains the same regardless of how long the repair actually takes to be completed. If you desire a detailed breakdown of our charge (parts or labor), please feel free to ask either your service writer or our Service Manager. Both are here to help you.

ORIGINAL ESTIMATE: \$ _____
(Estimate does not include Sales Tax)

TEARDOWN ESTIMATE: I Understand that my vehicle will be reassembled within _____ days of the date shown above if I choose not to authorize the services recommended.

Copyright 2000 ADP, Inc. SERVICE WORKORDER # XSWJC

X _____ Date: _____
CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS DOCUMENT

SAVE PARTS? ☐ YES ☐ NO

I hereby authorize the repair work described herein to be done along with the appropriate parts and/or accessories. I agree that Vista is not responsible for loss or damage to the vehicle or to articles left in the vehicle as the result of theft, fire, vandalism or any other cause, and that Vista is not responsible for any delays caused by unavailability of parts. I hereby grant Vista's employees permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection. Vista is authorized to deliver the vehicle or any of its contents to any person presenting this receipt. Approval is granted for sublet repairs.

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK. REMOVE ALL PERSONAL PROPERTY FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE TO YOUR VEHICLE OR TO ARTICLES LEFT IN YOUR VEHICLE.

CUSTOMER COPY

CUSTOMER #: 111938

69490

VISTA FORD
dba Vista Ford Lincoln Mercury
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364

VISTA AUTO BODY
7882 DEERING AVE
CANAHA PARK, CA 91304

SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # AR0041819

DIRECT: (818) 347-1548
EPA# CAD07294037291001
B.A.R. REG. # AR0147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

INVOICE

PAGE 1

WEST HILLS, CA

HOME

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	FORD ESCAPE	1FMCU03709K		6654/6654		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01FEB09 IS			17:00 02OCT09		0.00	CASH	09OCT09
01FEB09 DD							
R.O. OPENED		READY		OPTIONS: STK:90232 ENG:2.5_Liter			
02OCT09		09OCT09					

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

A CUST STATES CHECK ENGINE LIGHT & WRENCH LIGHTS ARE ON==SEE

HISTORY==ADVISE

CAUSE: YES P2135 EEC TEST DCL DISPLAY MONITOR TEST PINPOINT TEST

REPLACE THROTTLE BODY RETEST P1000P1000

12650D EEC (QUICK TEST) - DIAGNOSIS - L

152 W

(N/C)

1 9L8Z*9E926*A THROTTLE BODY AND MOTOR ASY

(N/C)

12650D81 RECORDER/MONITOR ROAD TEST - DIAGNOSIS -

L

152 W

(N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -

L

152 W

(N/C)

9926A THROTTLE BODY - AIR INTAKE - REPLACE

(9E926) - L

152 W

(N/C)

12650DX1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA

TIME TO REPEAT FINAL QUICK TEST

152 W

(N/C)

FC: E29 42

PART#: 9L8Z*9E926*A

COUNT:

CLAIM TYPE:

AUTH CODE:

9632

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

6654 YES P2135 EEC TEST DCL DISPLAY MONITOR TEST PINPOINT TEST

REPLACE THROTTLE BODY RETEST P1000P1000

B** TAP 1 RENT-A-CAR

CAUSE: TAP 1 RENT A CAR FOR A TOTAL OF 210 DOLLARS CONTRACT NUMBER

13927

LOANER TAP 1 RENT-A-CAR

ORIGINAL ESTIMATE	\$	DESCRIPTION		TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT
TOTAL	\$	DATE	TIME	GAS, OIL, LUBE
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE				SUBLET AMOUNT
SIGNATURE X		DATE		MISC. CHARGES
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES
X				ADJUSTMENT
				SALES TAX
				PLEASE PAY THIS AMOUNT

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CUSTOMER COPY

DP12-006 002092LC

CUSTOMER #: 111938

69490

VISTA FORD
dba Vista Ford Lincoln Mercury21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
S.A.R. REG. # ARD041819

VISTA AUTO BODY

7862 DEERING AVE.
CANOGA PARK, CA 91304DIRECT: (818) 347-1548
EPA# CAD07294037293001
S.A.R. REG. # ARD147213

INVOICE

PAGE 2

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WEST HILLS, CA

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:

SERVICE ADVISOR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN		LICENSE	MILEAGE IN / OUT		TAG
WHITE	09	FORD ESCAPE	1FMCU03709R			6654/6654		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
01FEB09 IS								
01FEB09 DD			17:00 02OCT09		0.00	CASH	09OCT09	
R.O. OPENED		READY	OPTIONS: STK:90232 ENG:2.5_Liter					
02OCT09		09OCT09						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	9999		W				(N/C)
				1 RENTAL			(N/C)
				FC: A99 82			
				PART#: TAP1			
				COUNT:			
				CLAIM TYPE: TAP1			
				AUTH CODE:			

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

6654 TAP 1 RENT A CAR FOR A TOTAL OF 210 DOLLARS CONTRACT NUMBER
13927

ORIGINAL ESTIMATE	\$	DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	LABOR AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	PARTS AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	GAS, OIL, LUBE	0.00
AUTHORIZED ADDL REPAIRS	\$	SUBLET AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	MISC. CHARGES	0.00
AUTHORIZED ADDL REPAIRS	\$	TOTAL CHARGES	0.00
AUTHORIZED ADDL REPAIRS	\$	ADJUSTMENT	0.00
AUTHORIZED ADDL REPAIRS	\$	SALES TAX	0.00
AUTHORIZED ADDL REPAIRS	\$	PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

LOT LOCATION: D 07
CUSTOMER #: 111938

73741

INVOICE

VISTA FORD
dba Vista Ford Lincoln Mercury

21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364

SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # ARD041819

VISTA AUTO BODY

7862 DEERING AVE.
CANOGA PARK, CA 91304

DIRECT: (818) 347-1548
EPA# CAD07294037293001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 5:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WEST HILLS, CA

PAGE 1

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

SERVICE ADVISOR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	FORD ESCAPE	1FMCU03709K		7973/7973		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01FEB09 IS			17:00 30NOV09		0.00	CASH	09DEC09
01FEB09 DD							
R.O. OPENED		READY	OPTIONS: STK:90232 ENG:2.5_Liter 1)OA217288691				
30NOV09		09DEC09					

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

A CUST STATES WRENCH LIGHT IS ON NOW ALSO HAD CHECK ENGINE LIGHT

ON==SEE HISTORY==

CAUSE: NO P2135 EEC TEST DCL DISPLAY MONITOR TEST PINPOINT TEST CONTACT
HOTLINE 103487461 CHECKED THERE CIRCUITS VE818 AND VE819 BOTH

PASS CHECKED

12650D EEC (QUICK TEST) - DIAGNOSIS - L

152 W

1 3U2Z*14S411*FJAA WIRE ASY

3 3U2Z*14A088*AB KIT - TERMINAL

1 XR3Z*14A411*AA KIT - WIRING

14 OSP 105484 TERMINAL

22 WA*7*SBA STRAP - WIRING

12650D81 RECORDER/MONITOR ROAD TEST - DIAGNOSIS -

L

152 W

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -

L

152 W

MT12A581 MT TO DIAG, TEST; AND REPLACE WIRES PER

HOTLINE

152 W

12650DX1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA

TIME TO REPEAT FINAL QUICK TEST

152 W

FC: G32 D4

PART#: 12A581

COUNT:

CLAIM TYPE:

AUTH CODE:

9632

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

7973 NO P2135 EEC TEST DCL DISPLAY MONITOR TEST PINPOINT TEST
CONTACT HOTLINE 103487461 CHECKED THERE CIRCUITS VE318 AND VE819 BOTH

ORIGINAL ESTIMATE	\$	DESCRIPTION		TOTALS
AUTHORIZED ADDL REPAIRS	\$	LABOR AMOUNT		
AUTHORIZED ADDL REPAIRS	\$	PARTS AMOUNT		
AUTHORIZED ADDL REPAIRS	\$	GAS, OIL, LUBE		
AUTHORIZED ADDL REPAIRS	\$	SUBLET AMOUNT		
TOTAL	\$	MISC. CHARGES		
1 ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		TOTAL CHARGES		
SIGNATURE X	DATE	ADJUSTMENT		
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF		SALES TAX		
X		PLEASE PAY THIS AMOUNT		

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

LOT LOCATION: D 07
CUSTOMER #: 111938

73741

INVOICE

VISTA FORD
dba Vista Ford Lincoln Mercury
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364
SERVICE DIRECT: (818) 884-7601
EPA# CAD07284037201024
B.A.R. REG. # ARD041819

VISTA AUTO BODY
7862 DEERING AVE.
CANOGA PARK, CA 91304
DIRECT: (818) 347-1548
EPA# CAD07284037293001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WEST HILLS, CA

PAGE 2

HOME

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 172 KEN NAZARIAN

BUS:		COLOR		YEAR		MAKE/MODEL		VIN		LICENSE		MILEAGE IN / OUT		TAG	
WHITE		09		FORD ESCAPE		1FMCU03709K						7973/7973			
DEL. DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT		INV. DATE	
01FEB09 IS						17:00 30NOV09				0.00		CASH		09DEC09	
01FEB09 DD															
R.O. OPENED				READY				OPTIONS: STK:90232 ENG:2.5_Liter 1)OA217288691							
30NOV09				09DEC09											

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

PASS CHECKED ETB ANGLES AND CONTACTED FSE TOLD TO REPLACE WIRING FROM
TP SENSOR TO PCM 4 WIRES CIRCUTS VE818 BN VE819 GN VT RE134 BU OG AND
LE134 YE FROM C175E TO C1368 MTIME 600HRS PLUS OPS RETEST P1000P1000

B** TAP 1 RENT-A-CAR

CAUSE: TAP 1 RENT A CAR FOR A TOTAL OF 270 DOLLARS CONTRACT NUMBER

14382

LOANER TAP 1 RENT-A-CAR

9999

W

1 RENTAL

FC: A99 82

PART#: TAP1

COUNT:

CLAIM TYPE: TAP1

AUTH CODE:

(N/C)

(N/C)

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

7973 TAP 1 RENT A CAR FOR A TOTAL OF 270 DOLLARS CONTRACT NUMBER

14382

ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	0.00
TOTAL	\$	DATE	TIME	GA'S, OIL, LUBE	0.00
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				SUBLET AMOUNT	0.00
SIGNATURE X _____ DATE _____				MISC. CHARGES	0.00
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES	0.00
X _____				ADJUSTMENT	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

LOT LOCATION: D6
CUSTOMER #: 111938

VISTA FORD
dba Vista Ford Lincoln Mercury

21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364

SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # ARD041819

VISTA AUTO BODY

7862 DEERING AVE.
CANDOGA PARK, CA 91304

DIRECT: (818) 347-1548
EPA# CAD07294037293001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

77750
INVOICE

PAGE 1

WEST HILLS, CA

HOME

BUS:

CONT:N/A

CELL:

SERVICE ADVISOR: 811 STEWART HENTON

BUS: [REDACTED] CELL: [REDACTED]		SERIAL: [REDACTED]		STK: [REDACTED]		G11: [REDACTED]		G12: [REDACTED]		
COLOR	YEAR	MAKE/MODEL		VIN		LICENSE		MILEAGE IN / OUT		TAG
WHITE	09	FORD ESCAPE		1FMCU03709K [REDACTED]				9254 / 9254		[REDACTED]
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT	INV. DATE	
01FEB09 IS										
01FEB09 DD			11:00 30JAN10				0.00	CASH	30JAN10	
R.O. OPENED		READY		OPTIONS: STK:90232 ENG:2.5_Liter 1)OA217288691						
30JAN10		30JAN10								

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

A	LUBE/OIL/FILTER/AND TIRE ROTATION PLUS MULTI POINT INSPECTIONS.	40					
---	---	----	--	--	--	--	--

VISTA FORD** ** TO PERFORM THE FIRST SERVICE ON ** ** YOUR
BRAND NEW VEHICLE. ** ** WE WANT TO SEE YOU AGAIN. **

***** * MAINTENANCE SERVICES
PERFORMED: *

*-CHANGE ENGINE OIL AND OIL FILTER * *-CHECK AND FILL ALL FLUID
LEVELS. * *-ROTATE TIRES-CHECK AIR PRESSURE,INCLUDING SPARE. *
*-CHECK EXHAUST SYST. FOR LEAKS, DAMAGE, LOOSE PARTS. * *-CHECK
OPERATION OF HORN, EXTERIOR LIGHTS, HAZARD LIGHTS* * AND TURN
SIGNALS. * *-CHECK RADIATOR, HEATER, AIR CONDITIONING HOSES FOR
* * LEAKS OR DAMAGE. * *-INSPECT HALF SHAFT BOOTS, IF EQUIPPED.
*

QCM5000 LUBE/OIL/FILTER/AND TIRE ROTATION PLUS
MULTI POINT INSPECTIONS. 40

YOU FOR ALLOWING VISTA FORD** ** TO PERFORM
THE FIRST SERVICE ON ** ** YOUR BRAND NEW
VEHICLE. ** ** WE WANT TO SEE YOU AGAIN. **

***** * MAINTENANCE SERVICES PERFORMED: * *****

**** *-CHANGE ENGINE OIL AND OIL FILTER *
*-CHECK AND FILL ALL FLUID LEVELS. *
*-ROTATE TIRES-CHECK AIR PRESSURE,INCLUDING
SPARE. * *-CHECK EXHAUST SYST. FOR LEAKS,
DAMAGE, LOOSE PARTS. * *-CHECK OPERATION OF
HORN, EXTERIOR LIGHTS, HAZARD LIGHTS* * AND
TURN SIGNALS. * *-CHECK RADIATOR, HEATER,
AIR CONDITIONING HOSES FOR * * LEAKS OR
DAMAGE. * *-INSPECT HALF SHAFT BOOTS, IF

ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	
TOTAL	\$	DATE	TIME	GAS, OIL, LUBE	
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				SUBLET AMOUNT	
SIGNATURE X				MISC. CHARGES	
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES	
X				ADJUSTMENT	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

77750

VISTA FORD
dba Vista Ford Lincoln Mercury
21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364

VISTA AUTO BODY
7852 DEERING AVE.
CANOGA PARK, CA 91304

SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # AR0041819

DIRECT: (818) 347-1548
EPA# CAD07294037293001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

★ INVOICE ★

PAGE 2

WEST HILLS, CA

HOME

CONT: N/A

BUS:

CELL

SERVICE ADVISOR: 811 STEWART HENTON

COLOR		YEAR		MAKE/MODEL		VIN		LICENSE		MILEAGE IN / OUT		TAG	
WHITE		09		FORD ESCAPE		1FMCU03709K				9254/9254			
DEL. DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT	
01FEB09 IS													
01FEB09 DD						11:00 30JAN10				0.00		CASH 30JAN10	
R.O. OPENED				READY		OPTIONS: STK:90232 ENG:2.5_Liter 1)OA217288691							
30JAN10				30JAN10									

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
					EQUIPPED. *			
					886 IQCM			(N/C)
	1	FL*2017*B	FILTER ASY -	ENGINE OIL -	ELEM			(N/C)
	5	OIL	MOTORCRAFT	OIL				(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:		0.00

9254 PERFORMED I O C SERVICE BRAKES F5MM R5MM DRMS

B PERFORM MULTI-POINT INSPECTION 40

99P PERFORM MULTI-POINT INSPECTION 40

886 ISP

(N/C)

GBK GREEN- MEASUREMENT (DISC:OVER 5MM) - (DRUM:OVER 2MM) BRAKES GOOD

886 ISP

(N/C)

GTIRE GREEN 7/32 OR GREATER

886 ISP

(N/C)

GBATT BATTERY TESTED GOOD AT THIS TIME.

886 ISP

(N/C)

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

9254 BRAKES F5MM R5MM DRMS

C THIS IS THRU OWNERS ADVANTAGE PROGRAM SEE ATTACHED LETTER

NC NO CHARGE

9999 ISP

(N/C)

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00
--------	------	--------	------	--------	------	---------------	------

ORIGINAL ESTIMATE				DESCRIPTION	TOTALS
				LABOR AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	PARTS AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
TOTAL	\$	DATE	TIME	MISC. CHARGES	0.00
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				TOTAL CHARGES	0.00
SIGNATURE <u>X</u> DATE _____				ADJUSTMENT	0.00
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				SALES TAX	0.00
X				PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

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CUSTOMER COPY

DP12-006 002097LC



Rewards Member #:

Rewards Service Balance:

Multi-Point Inspection Report Card as Recommended by Ford Motor Company

Name:

E-Mail Address:

Today's Date: 1-30-2010

RO/Tag: 77750

State Inspec. Month:

Make/Model/Year: 09 escape

Mileage: 9254

VIN #:

Plate #:

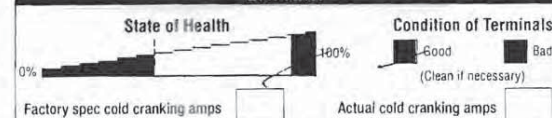
SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT*			
DUE	SERVICED	DUE	SERVICED
<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Oil Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>	<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Transmission Filter	<input type="checkbox"/>
<input type="checkbox"/> Oil Change	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid	<input checked="" type="checkbox"/>

This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit www.genuineservice.com for vehicle specific maintenance requirements.

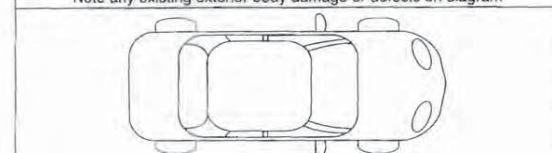
CHECK FLUID LEVELS AND FILL

OK	FILL	OK	FILL	OK	FILL
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine Oil		Power Steering		Transmission (if equipped with dipstick)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brake Reservoir		Window Washer		Coolant Recovery Reservoir	

BATTERY



EXTERIOR BODY



SYNC VEHICLE HEALTH REPORT (VHR)

VHR Activation: ☐ Yes ☐ No ☐ N/ALEGEND: ☒ Contributes to vehicle efficiency and a green environment☒ Checked and OK at this time ☐ May require future attention ☐ Requires immediate attention

CHECK FOLLOWING SYSTEMS/COMPONENTS

BRAKE SYSTEM

☒ Brake system (including lines, hoses, and parking brake)

STEERING AND SUSPENSION

☒ Shocks/struts and other suspension components for leaks and/or damage☒ Steering, steering linkages and ball joints

EXHAUST SYSTEM

☒ Exhaust system (leaks, damage, loose parts)

TRANSMISSION AND DRIVE SHAFT

☒ Clutch operation (if equipped)☒ Constant velocity (CV) drive axle boots (if equipped)☒ Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)

LIGHTS/BLADES/WINDSHIELD

☒ Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps☒ Windshield washer spray, wiper operation and wiper blades☒ Windshield for cracks, chips and pitting

BELTS/HOSES/MOUNTS

☒ HVAC system and hoses/lines for leaks and/or damage☒ Engine Cooling system, radiator, hoses and clamps☒ Accessory drive belt(s)

TIRE TREAD	7/32" and greater	4/32" to 3/32"	3/32" and less
BRAKE LINING	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	3 to 5mm or 4/32" to 7/32" (Disc) or 1.81 to 2mm (Drum) or 2/32" to 3/32"	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"/>	<input type="checkbox"/>
<input type="checkbox"/> Wheel balance needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tire repair needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Brake measurements not taken this service visit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LEFT FRONT	RIGHT FRONT	LEFT REAR	RIGHT REAR
<input checked="" type="checkbox"/> Tire Tread Depth: /32"	<input checked="" type="checkbox"/> Tire Tread Depth: /32"	<input checked="" type="checkbox"/> Tire Tread Depth: /32"	<input checked="" type="checkbox"/> Tire Tread Depth: /32"
<input checked="" type="checkbox"/> Tire Wear Pattern/Damage & Valve Stem	<input checked="" type="checkbox"/> Tire Wear Pattern/Damage & Valve Stem	<input checked="" type="checkbox"/> Tire Wear Pattern/Damage & Valve Stem	<input checked="" type="checkbox"/> Tire Wear Pattern/Damage & Valve Stem
<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"/> Tire Pressure - set to factory recommended PSI	<input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI
<input checked="" type="checkbox"/> Brake Lining: 5 mm /32"	<input checked="" type="checkbox"/> Brake Lining: 5 mm /32"	<input checked="" type="checkbox"/> Brake Lining: 5 mm /32"	<input checked="" type="checkbox"/> Brake Lining: 5 mm /32"

Comments:

Service Advisor:

Stewart

Customer Signature:

Technician:

SEC

2111008 Rev. 04/09 ©2008, Ford Motor Company. All Rights Reserved

Customer Copy

12-

CUSTOMER #:111938

82546

VISTA FORD
dba Vista Ford Lincoln Mercury21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364
SERVICE DIRECT: (818) 884-7601

EPA# CAD07294037201024 B.A.R. REG. # AR0041819

WORKORDER

VISTA AUTO BODY7862 DEERING AVE
CANOGA PARK, CA 91304
DIRECT: (818) 347-1548

PAGE 1

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 172 NAZARIAN, KEN

EPA# CAD07294037293001 B.A.R. REG. # ARD147213

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03709K [REDACTED]		10901/ [REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01FEB09 IS						
01FEB09 DD			** WAITER **		0.00	CASH
R.O. OPENED	READY	OPTIONS: STK:90232 ENG:2.5_Liter 1)OA217288691				

09APR2010 14:27

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		W		CUST STATES WRENCH LIGHT & CHECK ENGINE LIGHTS ARE ON AGAIN==VEHICLE RUNS ROUGH AT IDLE & BANGS INTO REVERSE & DRIVE GEARS

**TO OUR CUSTOMERS**

VISTA'S LABOR CHARGES ARE NOT BASED ON THE MECHANIC'S ACTUAL TIME SPENT ON THE JOB

Our "estimate" is actually the estimated total of Vista's Menu Price for each item to be performed. Our Menu prices are based on years of automotive servicing experience. Your job's estimated total price is quoted to and authorized by you in advance of any work being done. If after beginning your job, we find additional work is necessary, you will be advised and your approval of a revised estimate will be requested.

We believe our menu pricing system is advantageous to our customers, because your once for a prescribed repair remains the same regardless of how long the repair actually takes to be completed. If you desire a detailed breakdown of our charge (parts or labor), please feel free to ask either your service writer or our Service Manager. Both are here to help you.

ORIGINAL ESTIMATE: \$ [REDACTED]
(Estimate does not include Sales Tax)

TEARDOWN ESTIMATE: I Understand that my vehicle will be reassembled within ___ days of the date shown above if I choose not to authorize the services recommended.

Copyright 2000 ADP, INC. SERVICE WORKORDER #2 XSW2C

X _____ Date: 4-9-10

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS DOCUMENT

SAVE PARTS? ☐ YES ☐ NO

I hereby authorize the repair work described herein to be done along with the appropriate parts and/or accessories. I agree that Vista is not responsible for loss or damage to the vehicle or to articles left in the vehicle as the result of theft, fire, vandalism or any other cause, and that Vista is not responsible for any delays caused by unavailability of parts. I hereby grant Vista's employees permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection. Vista is authorized to deliver the vehicle or any of its contents to any person presenting this receipt. Approval is granted for sublet repairs.

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK, REMOVE ALL PERSONAL PROPERTY FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE TO YOUR VEHICLE OR TO ARTICLES LEFT IN YOUR VEHICLE.

CUSTOMER COPY

LOT LOCATION: W24
CUSTOMER #: 111938

82546

INVOICE

VISTA FORD
dba Vista Ford Lincoln Mercury

21501 VENTURA BOULEVARD
WOODLAND HILLS, CA 91364

SERVICE DIRECT: (818) 884-7601
EPA# CAD07294037201024
B.A.R. REG. # ARD041819

VISTA AUTO BODY

7862 DEERING AVE.
CANOGA PARK, CA 91304

DIRECT: (818) 347-1548
EPA# CAD07294037293001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

PAGE 1

WEST HILLS, CA

HOME

CONTINUA

BUS

CELL

SERVICE ADVISCR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	FORD ESCAPE	1FMCU03709K		10901/10901		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01FEB09 IS							
01FEB09 DD			WAIT 12APR10		0.00	CASH	12APR10
R.O. OPENED		READY	OPTIONS: STK:90232 ENG:2.5_Liter 1)OA217288691				
09APR10		12APR10					

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES WRENCH LIGHT & CHECK ENGINE LIGHTS ARE ON AGAIN==VEHICLE

RUNS ROUGH AT IDLE & BANGS INTO REVERSE & DRIVE GEARS

CAUSE: CHECK OBD II P2135 PINPOINT TEST RESISTANCE SHOWS WITHIN FACTORY

SPECS PERFORM STRESS TEST ON ALL 4 COILS PASS PERFORM RIPPLE

TEST ON ALTE

12650D EEC (QUICK TEST) - DIAGNOSIS - L

201 W

(N/C)

1 8S4Z*10346*A ALTERNATOR ASSY

(N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -

L

201 W

(N/C)

MTSTRESSTEST STRESS TEST COILS

201 W

(N/C)

MTRIPPLE RIPPLE TEST ALTERNATOR

201 W

(N/C)

10346A ALTERNATOR - REMOVE AND INSTALL OR REPLACE

(10346) - L

201 W

(N/C)

12650DX1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA

TIME TO REPEAT FINAL QUICK TEST

201 W

(N/C)

FC: E29 42

PART#: 8S4Z*10346*A

COUNT:

CLAIM TYPE:

AUTH CODE:

4534

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

10901 CHECK OBD II P2135 PINPOINT TEST RESISTANCE SHOWS WITHIN
FACTORY SPECS PERFORM STRESS TEST ON ALL 4 COILS PASS PERFORM RIPPLE
TEST ON ALTERNATOR CONTACTED HOTLINE ID NUMBER 103698265 SUBMITTED WAVE
PATTERN RESPONSE FROM HOTLINE THAT ALT IS BAD REPLACE ALTERNATOR ASSY
AND RETEST P1000

ORIGINAL ESTIMATE	\$	DESCRIPTION		TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT
TOTAL	\$	DATE	TIME	GAO, OIL, LUBE
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				SUBLET AMOUNT
SIGNATURE X _____ DATE _____				MISC. CHARGES
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES
X _____				ADJUSTMENT
				SALES TAX
				PLEASE PAY THIS AMOUNT

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

LOT LOCATION: W24
CUSTOMER #: 111938

82546

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CANOGA PARK, CA 91304
DIRECT: (818) 347-1548
EPA# CAD07294037293001
B.A.R. REG. # ARD147213

SERVICE AND PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 1:00 P.M.

VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WEST HILLS, CA

PAGE 2

HOME:
BUS:

CONT:N/A
CELL:

SERVICE ADVISOR:

172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03709K		10901/10901	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01FEB09 IS						
01FEB09 DE			WAIT 12APR10		0.00	CASH
R.O. OPENED	READY	OPTIONS:	STK:90232 ENG:2.5_Liter 1)OA217288691			
09APR10	12APR10					

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

B** TAP 1 RENT-A-CAR

CAUSE: TAP 1 RENT A CAR FOR A TOTAL OF 90 DOLLARS CONTRACT NUMBER 15303

LOANER TAP 1 RENT-A-CAR

9999 W

1 RENTAL

FC: A99 82

PART#: TAP1

COUNT:

CLAIM TYPE: TAP1

AUTH CODE:

(N/C)

(N/C)

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

10901 TAP 1 RENT A CAR FOR A TOTAL OF 90 DOLLARS CONTRACT NUMBER
15303

C** ROCHELLE CALLED 11.52 AM LEFT MESSAGE VOICEMAIL NO TO REPAIR UNLESS
ALREADY REPAIRED HAS RETAINED AN ATTORNEY 4/12 AND WILL PICK UP
VEHICLE IF IS SAFE TO DRIVE TECH ALREADY HAD GOTTEN ALTERNATOR &
STARTED REPAIRING WENT TO TELL TECH HE WAS PUTTING VEHICLE BACK
TOGETHER FROM REPAIRING ALTERNATOR / /

NC INFO ONLY

9999 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

(N/C)

0.00

D** RON CALLED IN SHORTLY AFTER AROUND 12.15 AND TOLD HIM PART WAS HERE
& REPAIR OF ALTERNATOR ALMOST DONE==SPOKE TO ROCHELLE AT 12.50
WILL PICK UP VEHICLE SHORTLY PER ATTORNEY INSTRUCTIONS / /

NC INFO ONLY

9999 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

(N/C)

0.00

ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT	
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	
TOTAL	\$	DATE	TIME	GAS, OIL, LUBE	
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				SUBLET AMOUNT	
SIGNATURE <input checked="" type="checkbox"/> _____ DATE _____				MISC. CHARGES	
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES	
<input checked="" type="checkbox"/>				ADJUSTMENT	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

LOT LOCATION: W24
CUSTOMER #: 111938

82546

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VISTA AUTO BODY HOURS:
MONDAY THRU FRIDAY
8:00 A.M. TO 5:00 P.M.

WEST HILLS, CA

PAGE 3

HOME

CONT: N/A

BUS:

CELL

SERVICE ADVISOR: 172 KEN NAZARIAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03709K		10901/10901	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01FEB09 IS						
01FEB09 DE			WAIT 12APR10		0.00	CASH
R.O. OPENED	READY	OPTIONS: STK:90232 ENG:2.5_Liter 1)OA217288691				
09APR10	12APR10					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
						TOTAL

ORIGINAL ESTIMATE	\$			DESCRIPTION	TOTALS
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	LABOR AMOUNT	0.00
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR ID		PARTS AMOUNT	0.00
TOTAL	\$	DATE	TIME	GAS, OIL, LUBE	0.00
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				SUBLET AMOUNT	0.00
SIGNATURE X				MISC. CHARGES	0.00
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF				TOTAL CHARGES	0.00
X				ADJUSTMENT	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

ALL PARTS ARE NEW UNLESS OTHERWISE DESIGNATED

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
4/20/2010	[REDACTED]	1FMCU03709K [REDACTED]	2009 ESCAPE	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	114490429		
4/9/2010	[REDACTED]	1FMCU03709K [REDACTED]	2009 ESCAPE	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	114490429		
4/9/2010	[REDACTED]	1FMCU03709K [REDACTED]	2009 ESCAPE	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	114490429		

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All Action Details for Issue

Print

VIN: 1FMCU03709[REDACTED] Year: 2009 Model: ESCAPE Case: 114490429
Name: [REDACTED] Owner Status: Original WSD: 2009-02-01
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 04/12/2010

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
Dealer: 07923 VISTA FORDLINCOLN MERCURY Origin Desc: US CONCERN CASE BASE
Odometer: 10900 MI Comm Type: PHONE
Analyst Name: ALBERT (NALBERT3),NICOLE Analyst: NALBERT3
Action Date: 04/09/2010 Action Time: 20:01:58.388 Action Data: No

Comments CUSTOMER SAID: -SIGNIFICANT OTHER CALLED IN: [REDACTED] CUSTOMER IN THE BACKGROUND AS WE SPOKE -VEHICLE AT THE DEALER -BEEN AT DEALER: TAKEN TODAY-CHECK ENGINE LIGHT/ WRENCH -PER DEALER: NOT ABLE TO FIX-VEHICLE BEEN TO DEALER: ONCE THIS YEAR -DEALER SAID: - VISTA FORD LINCOLN MERCURY21501 VENTURA BLVDWOODLAND HILLS CA 91364(877) 466-9828CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADVISED THE ABOVE EMAIL: DO NOT HAVE ONE-NOT INTERESTED IN PURCHASING AND ESP FOR THE VEHICLE-CELL [REDACTED] (CUSTOMER/ROCHELLE)-CALLED IN: [REDACTED]

Action: AWAITING ASSISTANCE - TECHNICAL HOTLINE
Dealer: 07923 VISTA FORDLINCOLN MERCURY Origin Desc: DEALER
Odometer: 10900 MI Comm Type: VISIT
Analyst Name: JEFF HARKNESS Analyst: J-HARKN4
Action Date: 04/12/2010 Action Time: 10:49:56.398 Action Data: No

Comments NOTE CUSTOMER VEHICLE IS HERE AND HOTLINE HAS BEEN CONTACTED AGAIN HOT LINE #103898265 CUSTOMER IS SEEKING BUY BACK NOT HAPPY THIS IS THE FOURTH TIME BACK FOR SAME PROBLEM I HAVE ALSO SPOKE WITH FSE THE TAR IS BRYAN JENKINS

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07923 VISTA FORDLINCOLN MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10900 MI Comm Type: PHONE
Analyst Name: COLL MARK Analyst: MCOLL
Action Date: 04/12/2010 Action Time: 11:59:46.542 Action Data: Yes

Comments *CCS MARK EXT 7021 , AFTER REVIEW OF CASE NOTES, AWS LISTS FOUR PRIOR VISITS FOR CHECK ENGINE LIGHT, FIRST REPAIR ON 05-11-09 @ 2687 MILES. OASIS, CUST HAS NO FORD ESP, GCQIS REPORT # 9HGAJ366 AND CUST LTV IS 72 *OBC TO DLR * LVM FOR S/M JEFF, REQUESTING DLR FAX ADMIN COPIES OF R.O.S TO ME AT 8669343061 * 818-632-7686 * ADVISED C/W THAT OUR GOAL IS TO WORK WITH DRL AND ENGINEERING TO HAVE ISSUES RESOLVED THROUGH REPAIRS* C/W SAYS CUST IS SEEKING A VEH REPLACEMENT , SAYS DLR HAS EXHAUSTED ALL REPAIR ATTEMPTS AND CANNOT FIX VEH , SAYS VEH IS WELL BEYOND NUMBER OF REPAIRS AND DAYS OUT OF SERVICE TO BE CONSIDERED FOR BUY BACK *CCS OFFERS TO REVIEW CASE FOR VEH REPLACEMENT AND F/U ON 04-16 BETWEEN 12 AND 4 PM PT * GAVE CONTACT INFO

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-16-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07923 VISTA FORDLINCOLN MERCURY

Origin Desc: DEALER

Odometer: 10900 MI

Comm Type: VISIT

Analyst Name: JEFF HARKNESS

Analyst: J-HARKN4

Action Date: 04/13/2010

Action Time: 12.23.42.935

Action Data: No

Comments WE REPLACED ALT--AND CUSTOMER TOLD US TO STOP WORKING ON VEHICLE SHE HAD A LAWYER INVOLVED THE VEHICLE IS DONE AND FINISHED

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

Dealer: 07923 VISTA FORDLINCOLN MERCURY

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 10900 MI

Comm Type: PHONE

Analyst Name: COLL MARK

Analyst: MCOLL

Action Date: 04/16/2010

Action Time: 14.17.53.094

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name Day Phone

Relationship

FRIEND

Comments * CCS MARK EXT 7021* OBC TO C/W @ 818-632-7686* C/W SAYS CUST HAS RETAINED LAWYER BUT HAS NOT FILED ANY SUIT AGAINST FMC AS YET , SAYS CUST WAS WAITING TO HEAR FROM FMC FIRST , TO SEE WHAT FMC WAS WILLING TO DO * CCS ADVISES THAT I CAN OFFER TO REPLACE OR REFUND VEH BASED ON MILEAGE FEE OF 2687 MILES * C/W SAYS CUST JUST WANTS ANOTHER ESCAPE , SAYS SHE LOVES THE VEH BUT HAS HAD TO MANY CONCERNERS WITH THIS ONE * CCS REQUESTS CUST FAX SALES AGREEMENT SO THAT I CAN START PROCESS OF HAVING OFFER LETTER SENT , * CUST IS DRIVING AND CANNOT WRITE * CCS SETS NEXT F/U FOR 04-20 AFTERNOON AND OFFERS TO CALL BACK IMMEDIATELY TO LVM WITH FAX # * NOTE CALLED C/W , LVM WITH FAX #

Data Element Name

Data Value

DATE OF FOLLOW UP:

04-20-2010

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CUSTOMER RETAINED LAWYER

Dealer: 07923 VISTA FORDLINCOLN MERCURY

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 10900 MI

Comm Type: PHONE

Analyst Name: COLL MARK

Analyst: MCOLL

Action Date: 04/20/2010

Action Time: 13.07.01.750

Action Data: No

Comments *CCS MARK EXT. 7021, OBC TO C/W @ 8186327686 * CCS ADVISES WE HAVE NOT RECEIVED FAX OF SALES AGREEMENT * C/2 SAYS THAT LAWYER SAID NOT TO SEND IT AND LAWYER IS WORKING ON THIS CASE WITH FORD * CCS ADVISES THAT SINCE LAWYER IS WORKING ON THE CASE * CCS WILL NO LONGER BE INVOLVED * LAWYER WILL WORK DIRECTLY WITH OGC TO HAVE CASE RESOLVED * CCS WISHES C/W WELL * CCS CLOSING CASE

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07923 VISTA FORDLINCOLN MERCURY

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 10900 MI

Comm Type: PHONE

Analyst Name: COLL MARK

Analyst: MCOLL

Action Date: 04/20/2010

Action Time: 13.10.38.186

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROB		RIBSTEIN	8186327686	FRIEND

Comments *CCS MARK EXT 7021 NOTE: UPDATING CASE TO INCLUDE C/W INFO * ABOVE CONTACT WAS WITH C/W NOT WITH CUSTOMER

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All Action Details for Issue

Print

VIN: 1FMCU03709H [REDACTED] Year: 2009 Model: ESCAPE Case: 114490429
 Name: [REDACTED] Owner Status: Original WSD: 2009-02-01
 Symptom Desc: EV/HYBRID DRIVEABILITY INDICATOR CONCERNS WRENCH/MIL Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
 Dealer: 07923 VISTA FORDLINCOLN MERCURY Origin Desc: US CONCERN CASE BASE
 Odometer: 10900 MI Comm Type: PHONE
 Analyst Name: ALBERT (NALBERT3),NICOLE Analyst: NALBERT3
 Action Date: 04/09/2010 Action Time: 20.04.56.673 Action Data: No

Comments CUSTOMER SAID: -SIGNIFICANT OTHER CALLED IN: [REDACTED] CUSTOMER IN THE
 BACKGROUND AS WE SPOKE -VEHICLE AT THE DEALER -BEEN AT DEALER - TAKEN TODAY-CHECK ENGINE
 LIGHT/ WRENCH -PER DEALER: NOT ABLE TO FIX-VEHICLE BEEN TO DEALER: ONCE THIS YEAR -DEALER SAID: -
 VISTA FORD LINCOLN MERCURY21501 VENTURA BLVDWOODLAND HILLS CA 91364(877) 466-9828CRC ADVISED: I
 WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2
 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE
 THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADVISED THE ABOVE-EMAIL: DO
 NOT HAVE ONE-NOT INTERESTED IN PURCHASING AND ESP FOR THE VEHICLE-CELL [REDACTED]
 (CUSTOMER/ROCHELLE)-CALLED IN: [REDACTED]

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU037091 [REDACTED] Year: 2009 Model: ESCAPE Case: 114490429
 Name: [REDACTED] Owner Status: Original WSD: 2009-02-01
 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:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
 Dealer: 07923 VISTA FORDLINCOLN MERCURY Origin Desc: US CONCERN CASE BASE
 Odometer: 10900 MI Comm Type: PHONE
 Analyst Name: ALBERT (NALBERT3), NICOLE Analyst: NALBERT3
 Action Date: 04/09/2010 Action Time: 20.02.44.592 Action Data: No

Comments CUSTOMER SAID: -SIGNIFICANT OTHER CALLED IN. [REDACTED] CUSTOMER IN THE
 BACKGROUND AS WE SPOKE -VEHICLE AT THE DEALER -BEEN AT DEALER: TAKEN TODAY-CHECK ENGINE
 LIGHT/ WRENCH -PER DEALER: NOT ABLE TO FIX-VEHICLE BEEN TO DEALER: ONCE THIS YEAR -DEALER SAID: -
 VISTA FORD LINCOLN MERCURY21501 VENTURA BLVDWOODLAND HILLS CA 91364(877) 466-9828CRG ADVISED: I
 WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2
 BUSINESS DAYS.**NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE
 THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADVISED THE ABOVE-EMAIL: DO
 NOT HAVE ONE-NOT INTERESTED IN PURCHASING AND ESP FOR THE VEHICLE-CELL: [REDACTED]
 [REDACTED]-CALLED IN [REDACTED]

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GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)[Download Options](#)Report Detail Section :

Attachments: 0

Report# : 9LADD006 NHL

Received: 12/01/2009

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle: 2009,ESCAPE 4X2,XLT ,MPV ,1FMCU03709K

Build Date: 07/22/2008

Odometer : 7,973 M

Engine: 2.5L IVCT

Calibration: 9M71A20A

Transmission: 6SP 6F MID

Axle: 3800F2,73C

A/C: YES

Dealer: USA 07923 Vista Ford Lincoln Mercury

Phone#: (818) 884-7601

City: Woodland Hills

State: California

Country : USA

Originator: JIM TWITCHELL

Symptom: 6 98 2 98 DRVABL,INDICATOR,CHECK ENGINE,MIL ONLY

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: P2135

Fix: Causal Component :

Condition Code:

Hotliner: TROMANO7

Phone: 313 337-9132

Regn Cd: W1 Los Angeles

Engineering:

Phone:

TAR:

Dir Contact: JIM TWITCHELL

Phone: 818 710-1364

Title Cde: T

KOEO:

KOEC: P2135

KOER:

Comments:

REPAIR 12/01/2009 04:57PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: ENG AND WRENCH LIGHT ON DIAGNOSTICS:
THROTTLE BODY REPLACED 2 TIMES ON OTHER ROS PINPOINT TEST DV DOESNT
HELP INTER PARTS REPLACED:: THROTTLE BODY ON OTHER ROS APPROX
1000 MILES BEFORE TECH QUESTION: PINPOINT TEST ARE NOT HELPING
WOULD LIKE TO SPEAK TO SOME ONE PLEASE LIST ANY PERTINENT FREEZE
FRAME DATA PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE.
NONE

RECOMM 12/01/2009 04:57PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE
JIM, RECOMMEND CHECKING THE CIRCUITS VE818 (BN) AND VE819 (GN-VT)
FROM THE ETB TO CONNECTOR C175E PINS 58 AND 41. RECOMMEND OVERLAYING
BOTH CIRCUITS PIN TO PIN AND RETEST. MONITOR THE ETC_TRIM OR ETC
ACTUAL VS. ETC DESIRED THROTTLE ANGLES. THE ETC_ACT AND ETC_DSD SHOULD
NOT VARY MORE THAN 3.5 DEGREES FROM EACH OTHER. IF THE READING DOES
VARY MORE THAN 3.5 DEGREES, REPLACE THE ETB AGAIN AND RETEST. IF YOU
WOULD LIKE TO CALL THE HOTLINE DIRECTLY TO DISCUSS THE CONCERN IN
GREATER DETAIL, PLEASE FEEL FREE TO CONTACT THE HOTLINE AND USE THE
CONTACT ID AT THE TOP OF THE REPORT IN RED.

REPAIR 12/01/2009 06:39PM SALAH TEKKO MSS - FCSD - TECH SVC HOTLINE
VEHICLE HAS A CHECK ENGINE LIGHT ON WITH CODE P2135, HAS REPLACED THE
THROTTLE BODY TWICE AND THE CONCERN IS STILL PRESENT. SEEKING
DIRECTION.

RECOMM 12/01/2009 06:39PM SALAH TEKKO MSS - FCSD - TECH SVC HOTLINE
JIM, BASED ON THE INFORMATION GIVEN AND TESTS PERFORMED RECOMMEND:
-OVERLAY CIRCUITS VE818 BN, VE819 GN-VT, LE134 YE AND RE134 BU-OG
PIN TO PIN FROM THE TP SENSOR TO PCM CONNECTOR 175E AND RETEST. -IF
THE CONCERN IS STILL PRESENT SUSPECT A PCM CONCERN.

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Requester: LBINGHAM

Report Summary

Server: ECCWS686

Ford Proprietary, Private

26-Apr-2010

Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)[Download Options](#)Report Detail Section :

Attachments: 0

Report# : 9HGAJ366 NHL

Received: 08/07/2009

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle: 2009,ESCAPE 4X2,XLT ,MPV ,1FMCU03709K [REDACTED]

Build Date: 07/22/2008

Odometer : 10,901 M

Engine: 2.5L IVCT

Calibration: 9M71A20A

Transmission: 6SP 6F MID

Axle: 3800F2.73C

A/C: YES

Dealer: USA 07923 Vista Ford Lincoln Mercury

Phone#: (818) 884-7601

City: Woodland Hills

State: California

Country : USA

Originator: JIM TWITCHELL

Symptom: 6 98 2 98 DRVABL,INDICATOR,CHECK ENGINE,MIL ONLY

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional

Symptom: MIL LIGHT ON

Fix:

Causal Component :

Condition Code:

Hotliner: WSMITH46

Phone: 000 317-0000

Regn Cd: W1 Los Angeles

Engineering:

Phone:

TAR:

Dlr Contact: JIM TWITCHELL

Phone: 818 710-1364

Title Cde: T

KOEO:

KOEC: P2135 P0581

KOER:

Comments:

REPAIR 08/07/2009 06:23PM WALTER SMITH MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CHECK ENG LIGHT ON DIAGNOSTICS: HAS A
P0581 IN IT ALSO FOR CRUISE HAD CLOCK SPRING REPLACED FOR CRUISE
PROBLEM PARTS REPLACED:: THROTTLE BODY ON EARLIER VISIT AND CLOCK
SPRING ON THIS VISIT TECH QUESTION: LOOKING FOR INFO TO FIX VEH
MANY MILES ON IT SINCE P2135 ON FIRST TIME AND DONT SEE P0581 AS A
PROBLEM CAUSING P2135 PLEASE LIST ANY PERTINENT FREEZE FRAME DATA
PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM 08/07/2009 06:23PM WALTER SMITH MSS - FCSD - TECH SVC HOTLINE
HI JIM, WITH THE INFORMATION PROVIDED FOR THE P0581 CODE CHECK FOR
OPENS OR SHORTS IN CIRCUIT VES 10 WH WIRE TO SPEED CONTROL SWITCHES
AND CIRCUIT RES08 GN/BN ALSO PIN FIT AT THE CLOCK SPRING. SEE THE
WORKSHOP MANUAL SECTION 310-03 DIAG. PIN POINT TEST C. FOR THE P2135
INSPECT THE PIN FIT TERMINAL CRIMPS AND WIRING SHORTS OPENS ON THE ETB
THROTTLE POSITION SWITCHES FOR FAULTS. MONITOR TP VOLTAGES AND PERFORM
SWEEP TEST SEE DV PIN POINT TEST. THE HOTLINE DOESN'T HAVE ANY
MESSAGES OR LIKE REPORTS FOR THESE CODES.

REPAIR 04/09/2010 06:45PM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: WRENCH AND CHECK ENG LIGHT ARE ON AGAIN 4TH
TIME DIAGNOSTICS: RIPPLE TEST AND STRESS TEST STRESS TEST IT
PASSED RIPPLE TEST I NEED TO SEND U COPY I NEED EMAIL TO
SEND PARTS REPLACED:: NONE TECH QUESTION: THE SAME CODES IS BACK
AGAIN WE HAD HOTLINE INVOLVED BEFORE THIS VEHICLE HAS MADE 2100
MILES 4TH TIME BACK ----HELP PLEASE LIST ANY PERTINENT FREEZE
FRAME DATA PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE.
NONE

RECOMM 04/09/2010 06:45PM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE
JEFF, SEND YOUR E-MAIL TO ABOUGHAN@FORD.COM AND PJACOB45@FORD.COM.

AFTER REVIEW OF THE WARRANTY HISTORY ON THIS VEHICLE, THE THROTTLE BODY HAS BEEN REPLACED TWICE AND THE WIRING HAS BEEN OVERLAYED. AT THIS TIME A PCM CONCERN WOULD BE SUSPECT.

AUDIT 04/09/2010 06:45PM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE
ODOMETER 4959 M CHANGED TO 10901 M BY ABOUGHAN

REPAIR 04/10/2010 08:56AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
JEFF EMAILED A SCREEN SHOT OF THE ALTERNATOR RIPPLE TEST PERFORMED.

RECOMM 04/10/2010 08:56AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
JEFF, BASED ON OUR INTERPRETATION OF THE WAVE PATTERN SENT, THE ALTERNATOR HAS FAILED THE RIPPLE TEST. RECOMMEND TO REPLACE THE ALTERNATOR AND RETEST. IF THE CONCERN IS STILL PRESENT, SUSPECT THE PCM.

REPAIR 04/12/2010 10:36AM RICHARD MAILLOUX MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN REPLY: DID U GET THE EMAIL I SENT

RECOMM 04/12/2010 10:36AM RICHARD MAILLOUX MSS - FCSD - TECH SVC HOTLINE
JEFF, THE EMAIL WAS RECEIVED BY HOTLINE. BASED ON THE INFORMATION PROVIDED, THE ALTERNATOR FAILED THE RIPPLE TEST AND WILL NEED TO BE REPLACED. IF THE CONCERN PERSISTS, THE PCM IS SUSPECT.

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Add Comments

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Mail Report

Requester: LBINGHAM

Report Summary

Server: ECCWS686

Ford Proprietary, Private

26-Apr-2010

Retention: None



BEGINNING OF CONTACT
08/03/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

REGION: W1 LOS ANGELES OGC ISSUE CASE NBR: 394562152
VIN: 3FAHP0HA0AR ZONE: A05 OPENED: 2012/08/02
ENGINE: A VEH TYPE: C CLOSED: 2012/08/02
LAST NAME: FIRST NAME: STATUS: CLOSED
TITLE: MI:
ADDRESS: CITY: ANAHEIM STATE: CA ZIP:
HOME PHONE: MODEL YEAR: 2010 MODEL: FUSION
MILEAGE: 20000
DEALER NAME: KEN GRODY FORD SALES CODE: F71089 P & A: 00123
REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY
SYMPTOMS: 801000 GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

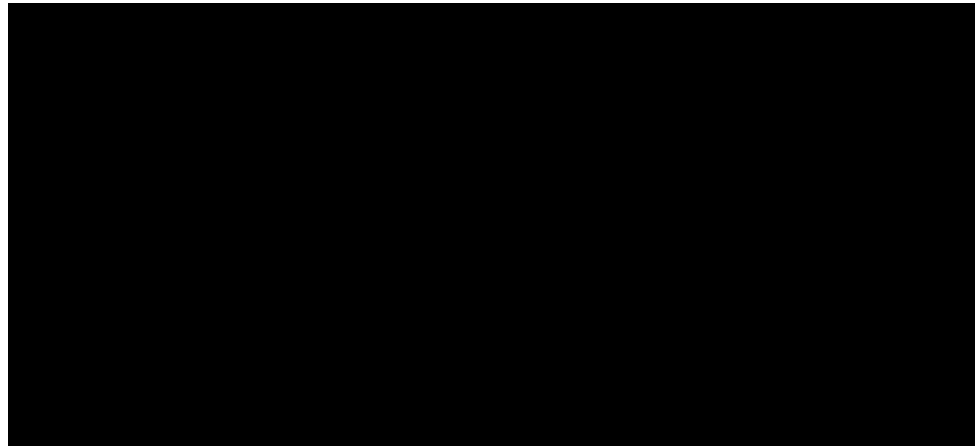
ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE
ACTION: T1120 - TIER ONE CLOSE ISSUE
DOCUMENT: ANALYST: MBEVER11 BEVERIDGE MARK

DATE: 2012/08/02 TIME: 10.57.36:
ACTION DATA/COMMENTS:

--CUST SAYS:--VEH WAS IN CAR ACCIDENT ----CUST STATES THAT SHE WAS DRIVING VEH AND THE SPEED OF THE VEH DROPPED AND CAUSED THE VEH BEHIND HER TO HIT HER--CUST STATES THAT EVERYONE IS OK BUT THAT SHE IS STUCK IN A HOTEL AND IN THE MIDDLE OF A TRIP--CUST IS FROM CA AND IS NOW IN MI--DAMAGED VEH IS CURRENTLY --1. DATE OF THE ACCIDENT --08/12/12--2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT--YELLOW LITE ON VEH -- ENGINE LOST POWER WHEN PRESSING ON GAS PEDAL--3. IF THERE WERE ANY INJURIES SUSTAINED--DAUGHTERS HEAD HIT THE BACK OF THE CAR SEAT--4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED--RT 69 IN LANSING MI--5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.--YES--6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.--VEH WAS HIT FROM BEHIND--7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.--12-482--8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.--NO--9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.--N/A--10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.--DOES NOT KNOW--11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).--12. WHAT THE CUSTOMER IS SEEKING -- A RENTAL TO GET BACK HOME AND FINISH HER TRIP AND A NEW VEH--DLR:KEN GRODY FORD 6211 BEACH BLVD.BUENA PARK CA 90621(888) 289-3596 --CRC SAYS:"I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.***NOTE TO CCR: USE CORRECT SYMPTOM FOR ALLEGED DEFECTIVE SYSTEM (FIRE/SMOKE AS SYMPTOM FOR ALL INCIDENCES INVOLVING VEHICLE FIRE). VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT ALL REQUIRED INFORMATION OF INCIDENT/ACCIDENT PER AAF."

CONSUMER AFFAIRS

08/03/2012 FAXOGC1 CONFIDENTIAL



**Service of Process
Transmittal**

06/07/2010

CT Log Number 516747079



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

RE: Process Served in Pennsylvania

FOR: Ford Motor Company (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Writs, Notice to Defend, Complaint, Verification, Exhibits

COURT/AGENCY: Luzerne County, Court of Common Pleas, PA
Case # 6490-2010

NATURE OF ACTION: Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects
on 2009 Ford Escape, VIN: 1FMCU93GX9K [REDACTED]

ON WHOM PROCESS WAS SERVED: CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE: By Certified Mail on 06/07/2010 postmarked on 06/04/2010

APPEARANCE OR ANSWER DUE: Within 20 days

ATTORNEY(S) / SENDER(S): Robert A. Rapkin
Kimmel & Silverman, P.C.
210 Grant Street
Suite 202
Pittsburgh, PA 15219
412-566-1001

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 792185284905
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: CT Corporation System
PER: Sabra Dudding
ADDRESS: 116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101
TELEPHONE: 717-234-6004

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, VA Bar
Member, MD Bar
Member, OH Bar
Member, MI Bar
Member, NH Bar
Member, CT Bar
Member, IN Bar



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS

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

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

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7544

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

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

JACQUELINE C. HERBITT
ROBERT A. RAPKIN
AMY L. BENNETT
TARA L. PATTERSON
ANGELA K. TROCCOLI
KATE G. SHUMAKER
CHRISTINA GILL ROSENMAN
FRED DAVIS
RICHARD A. SCHOLER

May 28, 2010

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

Re: [REDACTED] v. Ford Motor Company
Luzerne County Docket No.: 6490-2010

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Ford Motor Company in the Court of Common Pleas, Luzerne County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert A. Rapkin
KIMMEL & SILVERMAN, P.C.

RAR/jh
Enclosures

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

CIVIL DIVISION

NO.: 6490 2010

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:

[REDACTED]

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

RECEIVED
CLERK OF COURT
2010 MAY 24 AM 8:13

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA

CIVIL DIVISION

Plaintiff,

vs.

NO.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA
CIVIL DIVISION



Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Legal Services of Northeastern Pennsylvania Inc.
410 Bicentennial Bldg., 15 Public Square
Wilkes-Barre, PA 18702
(570) 825-8567

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA
CIVIL DIVISION

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, [REDACTED] Mountain Top, PA [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about June 23, 2009, Plaintiff purchased a new 2009 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU93GX9K [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$30,884.16. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Transmission, Vehicle Hard to Start and Idle Sticks. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

12. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

14. Red Hill Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about June 23, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists;
or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

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

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

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of , together with all collateral charges, attorneys' fees, all court costs and treble damages.

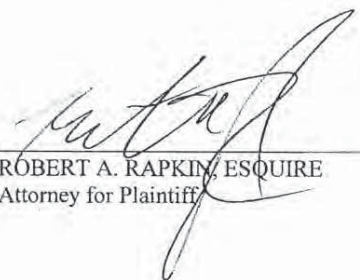
KIMMEL & SILVERMAN, P.C.

By: 

Robert A. Rapkin, Esquire
Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

VERIFICATION

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

EXHIBIT A

1-800-727-7000



www.fordcredit.com

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

 EMMANUS
LEHIGH COUNTY

SELLER/CREDITOR (Seller Name and Address)

 RED HILL GARAGE, INC. DBA
602 MAIN STREET
RED HILL PA 18876

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The Seller/Creditor is referred to as "we," "us" or "Seller." You, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you 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
N	178	2009 FORD	ESCAPE XLT 1FMCU936X9H		<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 25977.00(1)
- Down Payment
 - Third Party Rebate Assigned to Seller \$ NA
 - Cash Down Payment \$ NA
 - Trade-in 2002 BUICK \$ 1200.00 \$ NA \$ 1200.00
 - Year and Make
 - Gross Allowance
 - Amount Owning
 - Total Down Payment \$ 1200.00(2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 24777.00(3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
 - To Public Officials
 - (i) for license (\$ NA), title (\$ 22.50), & registration (\$ 46.00), fees \$ NA;
 - (ii) for filling fees \$ 44.15;
 - (iii) for taxes (not in Cash Price) \$ 1572.12 \$ 1684.77
 - To Insurance Companies for:
 - Credit Life Insurance (for term of contract) \$ NA
 - Credit Disability Insurance (for term of contract) \$ NA
 - SERVICE CONTRACT - NEW (Term NA Months) \$ 1425.00
 - To RED HILL GARAGE, for DOCUMENTARY FEE \$ 120.00
 - To for NA \$ NA
 - To for NA \$ NA
 - To RED HILL GARAGE, for P.A. TIRE FEE \$ 5.00
 - To for NA \$ NA
 - To for NA \$ NA
 - To for NA \$ NA
 - To for NA \$ NA
 - Total \$ 3234.77(4)
- Amount Financed (3 plus 4) \$ 28011.77(5)

INSURANCE

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

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

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

Credit	
<input type="checkbox"/> Life	Insurance Company
\$ NA	Premium Insured(s)
You want Credit Life Insurance.	
Buyer Signs	
Co-Buyer Signs	

Credit	
<input type="checkbox"/> Disability	Insurance Company
\$ NA	Premium Insured(s)
You want Credit Disability Insurance.	
Buyer Signs	
Co-Buyer Signs	

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
	\$ NA
By	

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
1.90 %	\$ 1672.39	\$ 28011.77	\$ 29684.16	\$ 30884.16

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
72	412.68	<input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
	NA	starting 08/27/2009
	NA	

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

BALLOON CONTRACT PROVISIONS

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

EXCESS WEAR, USE AND MILEAGE CHARGES

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

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. NA per unused mile for the number of unused miles between NA and NA 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.

Buyer Signs

Co-Buyer Signs

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

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

Buyer
Signs

Anti-Theft Product (Optional)

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

NA

\$

NA

Term

NA

NA

\$

NA

Term

NA

NA

\$

NA

Term

NA

Buyer Signs **X**

NON-MODIFICATION DISCLOSURE

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

Buyer
Signs

Co-Buyer **X**
Signs

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

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

NOTICE TO BUYER

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

Buyer **X**
Signs

Co-Buyer **X**
Signs

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

Buyer
Signs

Co-Buyer **X**
Signs

Seller

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

ASSIGNMENT

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

To contact Assignee about this contract, call 1-800-827-7000, or visit their website at www.fordcredit.com

Seller

RED HILL GARAGE, INC. DB

By **X**

Bob R. McClinton

Title

Controller

EXHIBIT B



BARBER FORD OF HAZLETON

1112 North Church Street

Hazleton, PA 18202

570-454-2414

CELL [REDACTED]

CUSTOMER NO.	41066	ADVISOR	ANTHONY BONOMO	24696	TAG NO.	8866	INVOICE DATE	04/15/10	INVOICE NO.	FOCSI10337	
[REDACTED]		LABOR RATE	[REDACTED]		LICENSE NO.	[REDACTED]		COLO.	STOCK NO.		
[REDACTED]		YEAR MAKE / MODEL	09/FORD TRUCK/ESCAPE/4DR 4WD XLT		MILEAGE		12,050		DELIVERY DATE		
EMMAUS, PA		VEHICLE ID NO.	1 F M C U 9 3 G X 9 K [REDACTED]		[REDACTED]		[REDACTED]		DELIVERY MILES		
[REDACTED]		F.T.E. NO.	[REDACTED]		P.O. NO.		[REDACTED]		SELLING DEALER NO.		
[REDACTED]		BUSINESS PHONE	[REDACTED]		[REDACTED]		R.O. DATE		PRODUCTION DATE		
[REDACTED]		COMMENTS		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	

LABOR & PARTS
1 78FOZ DRIVEABILITY TECH(S): 34584 4051 WARRANTY
ENGINE REVED UP HIGH WHILE DRIVING ON HIGHWAY, WOULD NOT
COME DOWN. IDLE STICKS
PERFORM TRANSMISSION DIAGNOSTICS
PERFORM TRANS REPAIR AS PER TSB 10.5.10 AND SSM 21251

FARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1		ALBZ-7G391-A	SOLENOI 485811			WARRANTY
JOB # 1	1		9LBZ-7Z490-B	PLATE A 358374			WARRANTY
JOB # 1	2		9LBZ-7G199-A	TUBE AS 357516			WARRANTY
JOB # 1	1		9LBZ-7A098-A	SCREEN 357148			WARRANTY
JOB # 1	1		9LBZ-7A248-A	SEAL 330773			WARRANTY
JOB # 1	1		9LBZ-7L027-A	MAGNET 385920			WARRANTY
JOB # 1	5		9LBZ-7B164-D	PLATE A 360010			WARRANTY
JOB # 1	5		9LBZ-7B442-E	DRIVEN 360008			WARRANTY
JOB # 1	1		9LBZ-7H360-A	PISTON 359962			WARRANTY
JOB # 1	1		9LBZ-7B066-C	PLATE - 360011			WARRANTY
JOB # 1	1		9LBZ-7A262-C	PISTON 359961			WARRANTY
JOB # 1	1		9LBZ-7A548-D	SEAL 360005			WARRANTY
JOB # 1	1		9LBZ-7A548-C	SEAL 360004			WARRANTY
JOB # 1	1		9LBZ-7A548-B	SEAL 360003			WARRANTY
JOB # 1	4		7T4Z-7D019-A	SEAL 232167			WARRANTY
JOB # 1	1		9LBZ-7C122-C	SNAP RI 358646			WARRANTY
JOB # 1	1		9LBZ-7A548-A	SEAL 358739			WARRANTY
JOB # 1	1		9LBZ-7C099-B	SEAL 358737			WARRANTY
JOB # 1	1		9LBZ-7A262-B	PISTON 358735			WARRANTY
JOB # 1	1		ALBZ-7025-A	BUSHING 495190			WARRANTY
JOB # 1	1		9LBZ-1177-A	SEAL 329484			WARRANTY
JOB # 1	1		9LBZ-3A427-D	SHAFT - 492055			WARRANTY
JOB # 1	1		TA-357	SEALANT 317739			WARRANTY
JOB # 1	1		9LBZ-7C099-A	SEAL 358736			WARRANTY
JOB # 1	10		XT-10-QLVC	OIL - A 487722			WARRANTY
JOB # 1	1		9LBZ-7A100-C	VALVE BAYS CARED - ALWAYS WILL			WARRANTY
JOB # 1	-1		9LBZ-7A100-C	CORE RETURN			WARRANTY

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

BARBER FORD
902 Wyoming Avenue
Exeter, PA 18643
Service: 570-654-3351 ext. 2
Collision Center: 570-654-3351 ext. 4

BARBER FORD OF HAZLETON
1112 North Church Street
Hazleton, PA 18202
Service: 570-454-2414 ext. 2
Collision Center: 570-454-2414 ext. 4

Barber and Remick EHLZINNE C12080 D (0102)



BARBER FORD OF HAZLETON

1112 North Church Street
Hazleton, PA 18202
570-454-2414

CELL: [REDACTED]

CUSTOMER NO. 41066	ADVISED ANTHONY BONOMO 24696	TAG NO. 8866	INVOICE DATE 04/15/10	INVOICE NO. FOC5110337
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 12,050	COLOR BLUE/
EMMAUS, PA [REDACTED]	YEAR/MAKE/MODEL 09/FORD TRUCK/ESCAPE/4DR 4WD XLT	DELIVERY DATE	DELIVERY MILES	
	VEHICLE ID NO. 1FMCU93GX9K [REDACTED]	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 03/17/10	
[REDACTED]	BUSINESS PHONE	COMMENTS		

TOTALS

*****		TOTAL LABOR....	0.00
* CASH [] CHARGE [] VISA [] M/C [] AX [] DISC [] *		TOTAL PARTS....	0.00
* CHECK [] DEBIT [] FORD CC [] *		TOTAL SUBLET....	0.00
*****		TOTAL G.O.G....	0.00
		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.00
THANK YOU FOR YOUR BUSINESS!!!!		TOTAL INVOICE \$	0.00
REMEMBER...AT BARBER FORD OF HAZLETON, OUR GOAL IS TOTAL			
CUSTOMER SATISFACTION. IF YOU HAVE ANY QUESTIONS, COMMENTS,			
OR SUGGESTIONS ON HOW WE CAN IMPROVE OUR SERVICE TO YOU AND			
FUTURE CUSTOMERS, PLEASE NOTIFY OUR SERVICE STAFF: TONY			
BONOMO, GEORGE DEMANSKY, AND MOLLY MALLOY			

CUSTOMER SIGNATURE



ALWAYS CARED... ALWAYS WILL

BARBER FORD
962 Wyoming Avenue
Exeter, PA 18643
Service: 570-654-3351 ext. 2
Collision Center: 570-654-3351 ext. 4

BARBER FORD OF HAZLETON
1112 North Church Street
Hazleton, PA 18202
Service: 570-454-2414 ext. 2
Collision Center: 570-454-2414 ext. 4

Reynolds and Reynolds ERALZRWVE CC192883 Q (01/02)



BARBER FORD OF HAZLETON

1112 North Church Street
Hazleton, PA 18202
570-454-2414

CELL: [REDACTED]

CUSTOMER NO. 41066	ADVISOR ANTHONY BONOMO 24696	TAG NO. 8218	INVOICE DATE 01/21/10	INVOICE NO. F0C5109389
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 10,395	COLOR BLUE/
MOUNTAIN TOP, PA [REDACTED]	YEAR/MAKE/MODEL 09/FORD TRUCK/ESCAPE/4DR 4WD XLT			STOCK NO.
	VEHICLE I.D. NO. 1 F M C U 9 3 G X 9 K [REDACTED]			DELIVERY DATE
	F.T.E. NO.			SELLING DEALER NO.
	P.O. NO.			PRODUCTION DATE
	R.O. DATE 01/19/10			
	BUSINESS PHONE			COMMENTS

LABOR & PARTS
1 78F0Z DRIVEABILITY TECH(S): 4148 WARRANTY
VEHICLE WAS TOWED IN. HARD START, RUMBLING NOISE AND RATTLE
WHILE STARTING
VEHICLE STARTS OK. CHECK FLUID LEVEL, OIL LOW ADD 1 QUART, NO
SIGNS OF ANY LEAKS REFLASH PCM

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	XO-5W20-DSP	OIL - E 498187			
JOB # 1 TOTAL PARTS					0.00	
JOB # 1 TOTAL LABOR & PARTS					0.00	

TOTALS

* CASH [] CHARGE [] VISA [] M/C [] AX [] DISC [] *	TOTAL LABOR...	0.00
* CHECK [] DEBIT [] FORD QC [] *	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

THANK YOU FOR YOUR BUSINESS!!!!
REMEMBER...AT BARBER FORD OF HAZLETON, OUR GOAL IS TOTAL
CUSTOMER SATISFACTION. IF YOU HAVE ANY QUESTIONS, COMMENTS,
OR SUGGESTIONS ON HOW WE CAN IMPROVE OUR SERVICE TO YOU AND
FUTURE CUSTOMERS, PLEASE NOTIFY OUR SERVICE STAFF: TONY
BONOMO, GEORGE DEMANSKY, AND HOLLY MALLOY

TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE
***** ALWAYS CARRIED ALWAYS WILL *****
DUPLICATE INVOICE *****

BARBER FORD
662 Wyoming Avenue
Exeter, PA 18643
Service: 570-654-3351 ext. 2
Collision Center: 570-654-3351 ext. 4

BARBER FORD OF HAZLETON
1112 North Church Street
Hazleton, PA 18202
Service: 570-454-2414 ext. 2
Collision Center: 570-454-2414 ext. 4

Revised and Revised: 02/10/09 Q (01/03)

All Action Details for Issue

Print

VIN: 1FMCU93GX9 [REDACTED] Year: 2009 Model: ESCAPE Case: 1798110200
Name: [REDACTED] Owner Status: Original WSD: 2009-06-23
Symptom Desc: VIBRATION AT HIGH RPM Primary Phone:
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone:
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 03/18/2010

Action: TIER II ESCALATION - PARTS DELAY

Dealer: 00714 BARBER FORD OF HAZLETON, INC.

Origin Desc: US CONCERN CASE
BASE

Odometer: 12050 MI

Comm Type: PHONE

Analyst Name: WASHINGTON
(CWASHI49), CYNTHIA

Analyst: CWASHI49

Action Date: 03/17/2010

Action Time:
14.39.29.426

Action Data: No

Comments CUSTOMER SAID: 1.NOISE-ENGINE 2.VIBRATION -RPM RELATED-FIRST NOTICED 3/16/2010-STATES THIS IS THE 2ND TIME SHE HAS HAD THIS PROBLEM -STATES FORD IS AWARE OF THE PROBLEM AND PARTS ARE ON BACKORDER -STATES THE PART IS ON BACKORDER AND THEY HAVE NO IDEA WHEN THE PART WOULD BE AVAILABLE -CUST STATES THE VEH IS CURRENTLY AT THE DLR -CUST IS SEEKING TO GET A RENTAL VEH OR A TRADEDEALER SAID: BARBER FORD OF HAZLETON 1112 NORTH CHURCH STREETHAZLETON, PA 18201 TEL (570) 454-2414 -GEOREGE DEMANSKICRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.-CCR ADVISED

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

Dealer: 00714 BARBER FORD OF HAZLETON, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12050 MI

Comm Type: PHONE

Analyst Name: OHANESIAN, ALEXIS

Analyst: AOHANESI

Action Date: 03/18/2010

Action Time: 08.51.33.105 Action Data: Yes

Comments -CCST REP ALEXIS X7107-REVIEW CASE ESP USA 2009 NEW 72/75,000 PREMIUMCARE W/ROADSIDE NO RECALL VEH LIST 1 NEW AWS HARD START RUMBLING NOISE HOTLINE NO CONTACTS-OBG TO S/M GEORGE 570-454-2414 WILL E-MAIL INFO PARTS # DOR -PART DELAY FOR VALVE BODY AXLE ROD-OBG TO [REDACTED] [REDACTED] REP ADVISED VEH BROKE DOWN AND TOWED TO DLRSH-REP ADVISED NOISE FROM ENGINE AND THE VIBRATION-REP WAS ADVISED FROM DLRSH PARTS ON BACK ORDER-REP ADVISED REQUESTING RENTAL [REDACTED] IS REQUESTING A RELIABLE VEH AS SHE DRIVES TO ALLENTOWN PA 2 DAYS A WEEK WHICH IS 90 MILES -REP VERY UNHAPPY WITH REP THAT ANSWERED ROADSIDE ASSISTANCE CALL IT TOOK LONG TO GET TO A REPRESENTATIVE AND THEN THE REP COULD NOT LOCATE HER IT TOOK 30 MINS-REP ADVISED SHARON'S HEALTH IS BEING AFFECTED OVER CONCERN AND WOULD LIKE RESOLVED AS SOON AS POSSIBLE- REP ADVISED WOULD LIKE TO TRADE IN OR POSSIBLY SEEKING LEGAL COUNSEL -CCS REP ASKED SHARON TO ALLOW ME TO ASSIST HER WITH HER CONCERN/SHE AGREED-WILL F/U ON MARCH 19TH BEFORE 5PM ET

Data Element Name

Data Value

DATE OF FOLLOW UP:

03-19-2010

TIME OF FOLLOW UP (HH:MM):

18:00

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

Dealer: 00714 BARBER FORD OF HAZLETON, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12050 MI

Comm Type: PHONE

Analyst Name: OHANESIAN, ALEXIS

Analyst: AOHANESI

Action Date: 03/19/2010

Action Time: 12.05.27.380 Action Data: Yes

Comments -CCST REP ALEXIS X7107-REVIEW CASE ESP USA 2009 NEW 72/75,000 PREMIUMCARE W/ROADSIDE NO RECALL VEH LIST 1 NEW AWS HARD START RUMBLING NOISE HOTLINE NO CONTACTS-CCS REP ADVISED GEORGE I WILL ASSIST WITH A RENTAL FOR CUSTOMER -REP ADVISED PARTS THAT ARE ON BACKORDER -REP WILL F/U WITH TONY RE PART NUMBERS -OBC TO [REDACTED] CUST STATES SHE IS WAITING TO HEAR ABOUT A RENTAL REQUEST NEEDED FOR NEXT WEEKEND

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-23-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 03/23/2010 Action Time: 15.16.22.008 Action Data: Yes

Comments -CCST REP ALEXIS X7107-REVIEW CASE ESP USA 2009 NEW 72/75,000 PREMIUMCARE W/ROADSIDE NO RECALL VEH LIST 1 NEW AWS HARD START RUMBLING NOISE HOTLINE NO CONTACTS-OBC TO GEORGE 570-454-2414 -REP ADVISED WAITING ON PARTS 9L8Z7A100C E-TRACKER # 9313685 9L8Z7A262C E-TRACKER # 9313701 9L8Z7C099B E-TRACKER # 9313719 9L8Z7C099A E-TRACKER # 931 3732 9L8Z3A427D E-TRACKER # 9313745 -REP ADVISED DOES NOT LOANER VEH THERE IS A WAITING LIST-REP ADVISED GEORGE FORD IS ASSIST CUSTOMER WITH A RENTAL -OBC TO [REDACTED] -REP ADVISED HS NOT HEARD ANYTHING ABOUT RENTAL-CCS REP ADVISED SHARON FORD IS ASSIST WITH RENTAL AND GEORGE WILL CALL RENTAL COMPANY TO MAKE ARRANGEMENTS AND WILL HER BACK -WILL F/U ON MARCH 30TH BEFORE 5PM ET

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-30-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: KOSKA (RKOSKA),ROBIN Analyst: RKOSKA
Action Date: 03/30/2010 Action Time: 12.16.21.652 Action Data: Yes

Comments CCS ROBIN FOR ALEXIS X 7101 - OBC TO DLR S/M TONY - HAVE ALL THE PARTS BUT ONE - ADVISED ACCORDING TO ETRACKER THAT PART SHOULD BE SHIPPED THIS WEEK - CUST IS IN RENTAL VEH - OBC TO CUST AT [REDACTED] - ADVISED CUST OF STATUS OF PARTS - CUST STATED IN RENTAL VEH - ADVISED WILL F/U ON 4/2/10 BY 4:30 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-02-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/02/2010 Action Time: 14.59.59.012 Action Data: Yes

Comments -CCST REP ALEXIS X7107-OBC TO TONY S/M 570 261 5096-REP ADVISED EVERYONE HAS GONE FOR

THE DAY-OBC TO MS ZEGDA 570 261 5095 NO ANSWER LEFT V/M-WILL F/U ON APRIL 6TH BEFORE 5PM ET

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-06-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/05/2010 Action Time: 15.02.43.689 Action Data: Yes

Comments -CCST REP ALEXIS-OBC TO TONY S/M MOLLY ADVISED LEFT 4 DAY ADVISED GEORGE STEPPED OUT TO PLEASE CALL BACK-OBC TO SHARON 570 2615095 NO ANSWER LEFT V/M-WILL F/U ON APRIL 6TH BEFORE 5PM

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-06-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/06/2010 Action Time: 12.21.07.328 Action Data: Yes

Comments -CCST REP ALEXIS X7107-REVIEW CASE ESP USA 2009 NEW 72/75,000 PREMIUMCARE W/ROADSIDE NO RECALL VEH LIST 1 NEW AWS HARD START RUMBLING NOISE HOTLINE NO CONTACTS-OBC TO [REDACTED] REP ADVISED PARTS HAVE ARRIVED-REP ADVISED TRANSMISSION IS BEING TAKEN OUT TODAY HOPEFUL REPAIR WILL BE COMPLETED BY FRIDAY APRIL 10TH -OBC TO 570-261 5095 -CCS ADVISED SHARON OF UPDATE-REP WAS ADVISED SHE WILL BE OUT OT TOWN FROM 4/8 THRU 4/12-WILL F/U ON APRIL 13TH BEFORE 5PM

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-13-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/12/2010 Action Time: 15.23.39.480 Action Data: Yes

Comments -CCST REP ALEXIS X7107-REVIEW CASE ESP USA 2009 NEW 72/75,000 PREMIUMCARE W/ROADSIDE NO RECALL VEH LIST 1 NEW AWS HARD START RUMBLING NOISE HOTLINE NO CONTACTS-OBC TO MOLLY 570-454-2414 -REP ADVISED PARTS HAVE ARRIVED AND WORKING ON VEH-REP ADVISED IT WILL TAKE A FEW MORE DAYS BEFORE VEH IS COMPLETED-OBC TO [REDACTED] -CCS ADVISED SHARON OF UPDATE-REP WAS ADVISED SHE WILL BE OUT OT TOWN FROM 4/15 THRU 4/19-WILL F/U ON APRIL 19TH BEFORE 5PM

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-19-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN RESOLVED
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/19/2010 Action Time: 11.43.45.005 Action Data: Yes

Comments -CCST REP ALEXIS X7107-REVIEW CASE ESP USA 2009 NEW 72/75,000 PREMIUMCARE W/ROADSIDE
NO RECALL VEH LIST 1 NEW AWS HARD START RUMBLING NOISE HOTLINE NO CONTACTS-OBC TO MOLLY 570-
[REDACTED] -REP ADVISED VEH HAS BEEN REPAIRED AND PICKED UP ON 4/16/10-OBC TO 570-261 5095 NO ANSWER
LEFT V/M-NO FURTHER ACTION NEEDED CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	78
PARTS ESCALATION USED? (Y/N)	Y
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: CONCERN RESOLVED
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/19/2010 Action Time: 11.43.47.799 Action Data: Yes

Comments -CCST REP ALEXIS X7107-REVIEW CASE ESP USA 2009 NEW 72/75,000 PREMIUMCARE W/ROADSIDE
NO RECALL VEH LIST 1 NEW AWS HARD START RUMBLING NOISE HOTLINE NO CONTACTS-OBC TO MOLLY 570-
[REDACTED] -REP ADVISED VEH HAS BEEN REPAIRED AND PICKED UP ON 4/16/10-OBC TO [REDACTED] NO ANSWER
LEFT V/M-NO FURTHER ACTION NEEDED CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	78
PARTS ESCALATION USED? (Y/N)	Y
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/23/2010 Action Time: 11.17.23.652 Action Data: No

Comments -CCS ALEXIS -OBC TO S/M TONY RENTAL ASSISTANCE 18 DAYS @ \$28.00 A DAY PROGRAM CODE P11
RC# 110337 LINE 02 APPROVAL CODE M06P5 TOTAL AMOUNT \$504.00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00714 BARBER FORD OF HAZLETON, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12050 MI Comm Type: PHONE
Analyst Name: OHANESIAN, ALEXIS Analyst: AOHANESI
Action Date: 04/23/2010 Action Time: 11.17.26.796 Action Data: No

Comments -CCS ALEXIS -OBC TO S/M TONY RENTAL ASSISTANCE 18 DAYS @ \$28.00 A DAY PROGRAM CODE P11
RC# 110337 LINE 02 APPROVAL CODE M06P5 TOTAL AMOUNT \$504.00

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All Action Details for Issue

Print

VIN: 1FMCU93GX9H	Year: 2009	Model: ESCAPE Case: 1798110200
Name:	Owner Status: Original	WSD: 2009-06-23
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone:
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone:
Issue Type: 01 INQUIRY	Issue Status: CLOSED	

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 12050 MI

Comm Type: PHONE

Analyst Name: GREEN (PGREEN76),PATRICIA

Analyst: PGREEN76

Action Date: 03/23/2010

Action Time: 14.35.00.865 Action Data: No

Comments CUSTOMER SAID: -CUST CALLING BACK IN BECAUSE SHE HASN'T HEARD FROM CCSDEALER SAID: BARBER FORD OF HAZLETON 1112 NORTH CHURCH STREETHAZLETON, PA 18201 TEL:(570) 454-2414 -GEOREGE DEMANSKICRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-DIDN'T ADV CUST OF ABOVE.-ADV CUST CCS HAD F/U SET FOR TODAY NO LATER THAN 5 P.M

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All Action Details for Issue

Print

VIN: 1FMCU93G9K [REDACTED] Year: 2009 Model: ESCAPE Case: 1798110200
Name: [REDACTED] Owner Status: Original WSD: 2009-06-23
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: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 010000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 01/20/2010 Action Time: 22.09.59.644 Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 012058 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 03/17/2010 Action Time: 22.12.37.260 Action Data: No

Comments DISPATCH COMPLETE

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Server: AWS Prod
Claims loaded through: 08-JUN-2010

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 1FMCU93GX9K [REDACTED] Veh Line: T/M7 - ESCAPE/TRIBUTE/MARINER-LHD [07-11] Body Shell: *
Model Year: 2009 Market Derived: F - FORD Navis Eng Serial No: 109823656053
Veh Type: T Drive Code: T/F - 4 WHL L/H FULL TIME DRIVE Engine: T/SG - 3.0L 4V OHC V6 DURATEC 230HP
Inv. Dealer: * Body Cab Style: - 5 DOOR LIGHT TRUCK Transmission: T/W6 - 6 SPD AUTO TRANS 6F MID-RANGE
Vehicle Status Code: 800 Version/Series: T/EF - FORD SERIES
Trace Eng Serial No:
-----1-----2-----3-----4-----5-----6-----7-----8-----
E1311 260109823656053 9G 758 AA
Trace Trans Serial No:
A4922 27010990270553129L8P 7000 FA 12

BUILD INFORMATION:

Region: NA Plant: AJ - KANSAS CITY PLANT BUILD
Country: USA Prod Date: 04-FEB-2009

SALE INFORMATION:

Region: NA Selling Dealer [code]: SANDS FORD OF RED HILL [116422 - *]
Country: USA Selling Dlr St/Prov: PA
Buyer St/Prov: *
Arrival Date: 10-FEB-2009 Red Carpet Lease: *
Sale Date: 23-JUN-2009 Fleet/Retail/Co. Lease: R
Warranty Start Date: 23-JUN-2009 Modified Vehicle: * Vehicle Count Flag: Y
Orig Warranty Date: 23-JUN-2009 Reacquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----
U939KB638 [REDACTED] 8 2 15A1124 HL E 5 696 63 HN63 22X V S B 316W456B 0 U1 DH 294L4 B G1
SMCXF2 E 400A 9G6PA