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



IN THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT IN AND FOR SANTA ROSA COUNTY, FLORIDA CIVIL DIVISION

		CASE NO.	~
Plaintiff,			
v.			
FORD MOTOR COMPANY.,			
Defendant,	7		
1			

COMPLAINT AND DISCOVERY REQUESTS

Plaintiff, by and through his attorneys, Weisberg & Meyers, LLC, for his Complaint against Defendant, Ford Motor Company, alleges and affirmatively states as follows:

PARTIES

- Plaintiff, Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Florida.
- 2. Defendant, Ford Motor Company ("Manufacturer"), is a domestic corporation authorized to do business in the State of Florida, County of Santa Rosa, 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 Hub City Ford, Inc. ("Seller"). Manufacturer does business in all counties of the State of Florida including Santa

Rosa County, and, upon information and belief, maintains offices in the County of Santa Rosa, State of Florida.

JURISDICTION

 This is an action seeking damages in excess of \$15,000, exclusive of attorneys' fees and court costs.

BACKGROUND

- 4. On or about January 31, 2011, Plaintiff purchased from Seller a 2011 Ford Explorer ("Explorer"), manufactured and distributed by Manufacturer, Vehicle Identification No. 1FMHK7F82BG for valuable consideration (See copy of Plaintiff's Buyer's Order, attached hereto as Exhibit "A").
- The price of the Explorer, including registration charges, document fees and sales tax, but excluding collateral charges, such as bank and finance charges, totaled at least \$35,519.30.
- 6. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Explorer cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.
- 7. In consideration for the purchase of the Explorer, Manufacturer issued and supplied to Plaintiff its written warranty, which included a 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 Vehicle Limited Warranty booklet (Plaintiff is in the process of obtaining a copy of the Warranty Booklet from Defendant through discovery).

- 8. On or about December 31, 2011, Plaintiff took possession of the Explorer and shortly thereafter experienced the various defects and nonconformities listed below that substantially impair the use, value, and/or safety of the Explorer.
- The defects described below violate Manufacturer's warranty issued to Plaintiff,
 which consequently failed of its essential purpose.
- Plaintiff delivered the Explorer to Manufacturer, through its authorized dealership network, on numerous occasions.
- 11. Plaintiff avers that the Explorer has been subject to repair at least three (3) times for the same defect, and that the defect remains uncorrected.
- 12. Plaintiff brought the Explorer to Seller and/or an authorized service dealer of Manufacturer for the following defect and nonconformity, including but not limited to:
 - a. Defective steering system, as evidenced by a the "power steering assist fail" warning message, loss of power steering while driving, and intermittent loss of power steering while driving.
- Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Explorer.
- 14. After a reasonable number of attempts and/or a reasonable opportunity to cure the defects in Plaintiff's Explorer, the Manufacturer was unable and/or has failed to repair the defects, as provided in Manufacturer's warranty.
- Defendant refused and/or failed to adequately repair the defects in Plaintiff's Explorer.
- 16. Plaintiff justifiably lost confidence in the Explorer's safety and reliability, and said defects and nonconformities have substantially impaired the value of the Explorer to Plaintiff.

- Said defects could not reasonably have been discovered by Plaintiff prior to
 Plaintiff's acceptance of the Explorer.
- As a result of these defects, Plaintiff revoked his acceptance of the Explorer in writing.
- 19. At the time of revocation, the Explorer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.
- 20. Manufacturer refused Plaintiff's demand for revocation and refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.
- 21. The Explorer remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value, and/or safety.
- 22. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable Explorer.

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

- 23. Plaintiff re-alleges and incorporate by reference as though fully set forth herein, paragraphs 1-22 of this Complaint.
- 24. Plaintiff is a purchaser of a consumer product who received the Explorer during the duration of a written warranty period applicable to the Explorer and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.
- Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

- Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.
- 27. 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 Explorer was manufactured and sold after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 28. Plaintiff's purchase of the Explorer 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 Explorer to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Explorer in the event that the Explorer failed to meet the specifications set forth in Manufacturer's warranty.
- 29. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Explorer to Plaintiff.
- Said purchase of Plaintiff's Explorer was induced by, and Plaintiff relied upon,
 Manufacturer's written warranty.
- Plaintiff has met all of his obligations and preconditions as provided in the written warranties.
- 32. Defendant breached its express warranty pursuant to the Magnuson Moss Warranty Act in that it failed to repair the defects in Plaintiff's vehicle within a reasonable number of repair attempts and/or a reasonable amount of time.
- 33. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. ∋2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

34. 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:

- Diminution in value of the vehicle and all incidental and consequential damages incurred;
- b. Reasonable cost of repair damages under 672.714(1) Fla. Stat.;
- All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

COUNT II REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d) OF THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- Plaintiff re-alleges and incorporates by reference as though fully set forth herein,
 paragraphs 1-22 of this Complaint.
 - 36. Manufacturer's tender of the Explorer was substantially impaired to Plaintiff.
- 37. The value of Plaintiff's Explorer was substantially impaired due to its defects and nonconformities.
- 38. Manufacturer's tender of the Explorer, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- Such other and further relief that the Court deems just and appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY

By:

ALEX D. WEISBERG

FBN: 0566551

WEISBERG & MEYERS, LLC ATTORNEYS FOR PLAINTIFF 5722 S. Flamingo Rd, Ste. 656

Cooper City, FL 33330

(954) 212-2184

(866) 577-0963 fax

For Service of Documents:

aweisberg@attorneysforconsumers.com

Server: AWS Prod Claims loaded through: 12-OCT-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 15-OCT-12

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

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Any comments? You can contact

r......web

webmaster

WEISBERG & MEYERS, LLC

ATTORNEYS FOR CONSUMERS

WWW.ATTORNEYSFORCONSUMERS.COM
TOLL FREE NATIONWIDE 1-888-595-9111

FLORIDA OFFICE 5722 S. FLAMINGO ROAD, #656 COOPER CITY FL 33330 954212-2184 866-577-0963 FACSIMILE

EXTENSION: 211

E-MAIL: AWEISBERG@ATTORNEYSFORCONSUMERS.COM

WRITER LICENSED IN;
FLORIDA, ILLINOIS;
UNITED STATES DISTRICT
COURTS FOR THE DISTRICT OF
COLORADO AND THE WESTERN
DISTRICT OF OKLAHOMA

July 3, 2012

Ms. Cherie Leich Customer Relationship Center P.O. Box 6248 Dearborn, MI 48126

Re: V. Ford Motor Company
Our Client: Your Client: Ford Motor Company
Vehicle: 2011 Ford Explorer
VIN: 1FMHK7F82BC
Our File Number:

RECEIVED

det III

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, the State Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle.

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office, and further, please consider this letter express and unequivocal revocation of any permission our client may have provided you to call them. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle. The primary non-conformities include but are not limited to:

- 1. Defective Steering/Suspension, and,
- Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal

obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incomperent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose. This failure caused harm for which our client intends to seek redress.

To avoid the need for litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including our client's attorneys' fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Lemon Law. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client requires return of the monics identified above before substitute goods can be acquired, our client reserves the right to mitigate all parties' damages by cover and reserves the right to claim such damages here. 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, I demand, pursuant to U.C.C § 9-404, that you file a termination statement within ten days to rerminate your security interest and forward a copy to this office. Since our 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) for any loss caused our client by your failure. Please also consider this letter prior direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to the State Lemon Law. If and only if you have "final opportunity rights" under said statute, and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

In conclusion, we urge you to realize a quick resolution of this matter will save all parties a great deal of rime, money and effort. To this end, although we believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, we will assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.

Best regards

right weisoel

AW/tsa

CUSTOMER #: UNIT# R7837





HUB CITY FORD, Inc.

4060 S. Ferdon (P.O. Box 1118) Crestview, FL 32536

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STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER
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CUSTOMER SIGNATURE

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

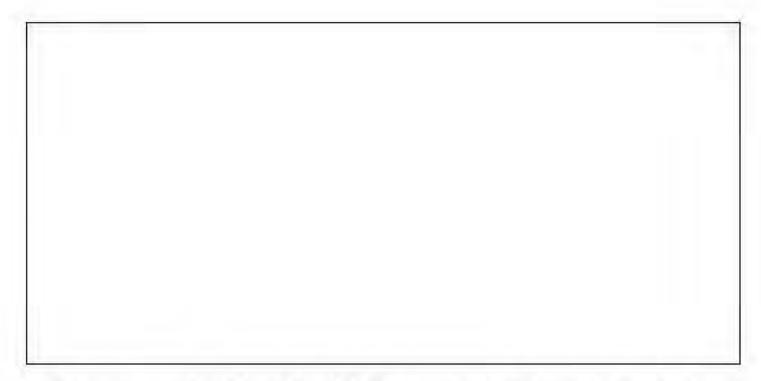
(SIGNEO) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER. The factory warranty constitutes all of the warrantes with respect to the sale of this item/items. The Salor herby expressing disclaims all warranties elither express or implied, including any implied warranty of merchantalitity or finess for a particular purpose. Saler melther assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

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This is an auto generated e-mail from Technical Field Operations Assignment Management System, Please do not reply.

Please click here to access this request

Additional Comments

Request Det	
Additions and/or changes made to the request are highlighted	l in red.
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Status	Assigned
Currently assigned to	SSICI
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	多数是基础的。 第二十二章
Primary contact's phone number	
Primary contact's email address	
Technician Name	
Technician certified in relevant speciality	
Dealership Name	HUB CITY FORD, INC.
P&A Code	04918
Facing Region (SDR separate from Contact Regions)	S3 - ORLANDO
Geographic Region (SDR combined with Contact Region)	S3 - ORLANDO
FCSD Sales Zone	A03
FCSD Technical Zone	T07
VIN	1FMHK7F82BG
Vehicle year/model	2011 Explorer
Vehicle mileage	32,082

Repair Order (R.O) # Customer Name Vehicle Down? GCQIS Report # TAR Open? CuDL Case # Priority Medium OGC request FSE assistance needed for vehicle inspection. Customer complaints are steering/suspension. Must be completed by Request description 7/25/12. Contact ---Updated By---MCOLFESC--07/19/2012 04:20:34 PM--GCQIS Comments Suggested 7/31/12 with drop off by noon. ---**FSE Comments** Updated By---SSIC1--07/20/2012 11:06:58 AM-Initial Contact Date Person Contacted Dealership visit planned? Visit date, if planned Did Visit Occur? Concern Summary for Technical Assistance Contact Report Inspection Comments for Technical Assistance Contact Report Primary Root cause for Technical Assistance Contact Report Other Root Causes Please explain if "Other" is root cause Recommendation for Technical Assistance Contact Report Missing tools/equipment(if identified) Missing tools/equipment ordered during visit? 0.5 Total hours spent on request Created by MCOLFESC Created date 07/19/2012 04:20:35 PM EST Last Revised by SSIC1 Last revised date 07/20/2012 11:06:59 AM EST This e-mail notification has been generated by: SSIC1

Thank you.

PE12-017.2 000018LC

Server: AWS Prod

Claims loaded through: 12-JUL-2012

STANDARD CLAIMS LIST

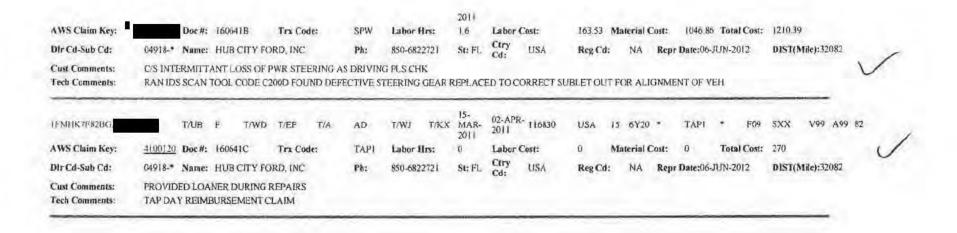
AWS Online Report

Run Date: 13-JUL-12

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

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Any comments? You can contact





IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, FIRST DISTRICT

)	
Plaintiff,	
v.)	No. 20131300278 CALENDAR/ROOM 1501
FORD MOTOR COMPANY,	TIME 09:30 Product Liability
Defendant.	
COMPLAINT	
NOW COMES the Plaintiff,	by and through her attorneys,
SMITHMARCO, P.C., and for her Complaint against Defe	endant, FORD MOTOR COMPANY,
Plaintiff states as follows:	
GENERAL ALLEGA	ATIONS
1. This Court has jurisdiction to hear this matte	r pursuant to 15 U.S.C. §2310(d).
2. Plaintiff, hereinafter, "Con	nsumer"), is an individual who was at
all times relevant hereto residing in the State of Illinois.	21
3. Defendant, FORD MOTOR COMPANY, (h	nereinafter "Warrantor"), is a foreign
corporation authorized to do business in the State of Illinoi	s and is engaged in the manufacture,
sale, supply and distribution of motor vehicles and relat	ed equipment and services, such as
written warranties. Warrantor supplies its products and ser	vices to the public at large through a
system of authorized dealerships, including Highland Park	Ford Lincoln Superstore (hereinafter
"Dealer").	
4. On or about May 23, 2011, Consumer lease	ed a 2011 Ford Explorer (hereinafter

"Explorer") manufactured and supplied by Warrantor, Vehicle Identification No.

1FMHK8F88BG for \$47,299.00, inclusive of all collateral charges incurred at the time of the lease. (A true and exact copy of the Motor Vehicle Lease Agreement is attached hereto as Exhibit A).

- 5. In connection with Consumer's lease of the Explorer, Warrantor issued and supplied to Consumer 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 Warrantor's New Vehicle Warranty booklet. Warrantor intended Consumer to view the fact that the Explorer was "warranted" as an assurance of the Explorer's quality, thereby inducing Consumer's lease of the Explorer.
- 6. After Consumer's lease of the Explorer, Warrantor completely disclosed the terms of its warranty; said warranty terms were not assurances of quality but rather attempts to limit warranty obligations to repair or replacement of parts defective in material and workmanship. Said warranty documents also contained various other terms not previously disclosed, negotiated or agreed to including, but not limited to, limitations on damages for breach of warranty.
- 7. By inducing Consumer's lease with warranties attempting to limit warranty obligations to nothing but repair or replacement of parts defective in material and workmanship, Warrantor was required by common law and statute to perform adequate and competent repairs or replacements within a reasonable opportunity and time, as competent repairs within a reasonable opportunity/amount of time is the essential purpose of warranties restricted to repair or replacement of defective parts.
- 8. On or about the aforementioned date, Consumer took possession of the Explorer and sometime thereafter experienced various defects and non-conformities with the Explorer that diminish its value and/or substantially impair its use and value to Consumer. These defects

include, but are not limited to, a defective body electrical system; defective power steering; a defective brake system, and, any other complaints actually made, whether or not contained on Warrantor's invoices.

- 9. For any defects repairable, Consumer provided Warrantor, through its authorized dealership network, a sufficient opportunity to repair the defects, non-conformities and conditions within the Explorer.
- 10. Despite being given more than a reasonable number of attempts/reasonable opportunity to cure said defects, non-conformities and conditions, Warrantor failed to do so and thus the warranty failed its essential purpose.
- 11. Warrantor's failure to correct said defects violate Warrantor's statutory and common law duties to Consumer and the expectations created by Warrantor's promotional documents and warranty.
- 12. As a result of the ineffective repair attempts made by Warrantor through its authorized dealership network, the Explorer cannot be utilized as intended by Consumer at the time of acquisition and the use and value of the Explorer has been diminished and/or substantially impaired to Consumer.
- 13. Consumer relied on Warrantor's product advertisements, written, verbal, electronic and/or otherwise, regarding the length and duration of Warrantor's bumper to bumper warranty when deciding to lease the subject vehicle. Consumer also relied on Warrantor's statements or representations of general policy concerning customer satisfaction when deciding to lease the Explorer. Warrantor's failure to meet these statements or representations of general policy concerning customer satisfaction is a violation of 16 C.F.R. § 700.5.

- 14. Warrantor's written warranties are replete with limitations and disclaimers never made known to Consumer prior to sale. Warrantor's failure to disclose all their disclaimers and limitations prior to sale constitutes a violation of 15 U.S.C. § 2302 and 16 C.F.R. § 702.3.
- 15. Consumer provided Warrantor written notification of the defects within the subject vehicle, an offer for a final opportunity to cure, and Consumer's demand for compensation on or about December 31, 2012. (A true and exact copy of Consumer's Notice Letter is attached hereto as **Exhibit B**).
- 16. Warrantor refused Consumer's demand for compensation and has refused to provide Consumer with the remedies to which Consumer is entitled.
- 17. Consumer has been and will continue to be financially damaged due to Warrantors' conduct as described herein.
- 18. Consumer has met all legal and enforceable obligations and preconditions as provided in Warrantor's warranty and by statute(s).
- 19. As a direct and proximate result of Warrantor's failure to comply with its statutory written warranties, statutory obligations, and common law duties, Consumer has suffered damages and, in accordance with 15 U.S.C. §2310(d), Consumer is entitled to bring suit for such damages and other legal and equitable relief.

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

20. Consumer reincorporates by reference all the preceding paragraphs.

WHEREFORE, pursuant to 15 U.S.C. §2310(d), Consumer prays for relief against Warrantor for its written warranty breach, and for this breach Consumer seeks an award of diminution in value damages, incurred and/or needed costs of repair, any equitable relief to which Consumer may be entitled, all attorney fees, expert fees and court costs incurred during

the commencement and prosecution of this matter, and all other relief deemed just and appropriate by this Court.

COUNT II—BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

21. Consumer reincorporates by reference all the preceding paragraphs.

WHEREFORE, pursuant to 15 U.S.C. §2310(d), Consumer prays for relief against Warrantor for its implied warranty breach, and for this breach Consumer seeks an award of diminution in value damages, incurred and/or needed costs of repair, any equitable relief to which Consumer may be entitled, all attorney fees, expert fees and court costs incurred during the commencement and prosecution of this matter, and all other relief deemed just and appropriate by this Court.

Respectfully submitted,

Bv:

Attorney for Plaintiff

SMITHMARCO, P.C.

205 North Michigan Avenue, Suite 2940

Chicago, IL 60601

Telephone:

(312) 376-8011

Facsimile:

(888) 418-1277

E-Mail:

adecker@smithmarco.com

Firm No.:

49858

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, FIRST DISTRICT

v.	Plaintiff,))))	No.
FORD MOTOR COME	PANY, Defendant.)))	

JURY DEMAND

The undersigned demands a six person jury trial.

Ashley S. Decker Attorney for Plaintiff

SMITHMARCO, P.C.

205 North Michigan Avenue, Suite 2940

Chicago, IL 60601

Telephone:

(312) 376-8011

Facsimile:

(888) 418-1277

E-Mail:

adecker@smithmarco.com

Firm No.:

49858



SmithMarco, P.C.

Larry P. Smith, Esq.

Direct Dial: 312-324-3532
Toll Free: 888-822-1777 (x811)
Facsimile: 888-418-1277

E-Mail: ismith@smithmarco.com

Licensed to practice in the State of Illinois and admitted in the U.S. Court of Appeals for the Seventh Circuit and the Eighth Circuit and the U.S. District Courts in Arkansas, Colorado, Illinois, Indiana, Michigan, Nebraska, Oklahoma, Wisconsin, and the Eastern District of Missouri.

December 31, 2012

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

Re:

Our Client: Your Client:

Vehicle: VIN:

Our File Number:

v. Ford Motor Company

Ford Motor Company 2011 Ford Explorer 1FMHK8F88BG.

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, the State Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle.

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle. The primary non-conformities include but are not limited to:

- 1. Defective body electrical system
- Defective power steering
- Defective brake system
- Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose. This failure caused harm for which our client intends to seek redress.

205 North Michigan Avenue · Suite 2940 · Chicago · Illinois · 60601

To avoid any litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including our client's attorneys' fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Lemon Law. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total purchase price of the vehicle, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client needs return of the monies listed above before substitute goods can be acquired, our client reserves the right to mitigate all parties damages by cover and reserves the right to claim such damages here. 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, I demand, pursuant to U.C.C § 9-513(a)(1), that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since our 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. § 9-625(b) for any loss caused our client by your failure. Please also consider this letter prior direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to the state lemon law. If you have "final opportunity rights" under the state lemon law, and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

In conclusion, I urge you to realize a quick resolution of this matter will save all parties a great deal of time, money and effort. To this end, although I believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, I will assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.

Sincerely,

Larry P. Smith Attorney at Law

All Action Details for Issue

Print

VIN: 1FMHK8F88BG

Year: 2011

Owner Status: Original

Model: EXPLORER

Case:

Name: Symptom Desc: STRG/HANDLING FUNCTION

Reason Desc: CLP - OUT - FIN ASSIST - AT RISK

Issue Type: 04 REGION

Issue Status: CLOSED

Initial Customer Contact: 08/20/2012

WSD: 2011-05-2 Primary Phone: Secondary Phone:

Action: TIER ONE OPEN ISSUE

Dealer: 10518 HIGHLAND PARK FORD LINCOLN

Comm Type: PHONE

Origin Desc: TIER ONE - MELBOURNE

Odometer: 23000 MI Analyst Name: WISEMAN BLAKE

Analyst: BWISEMA7

Action Data: No.

Action Date: 08/17/2012

Action Time: 10.55.47.491

Comments ***CUST***-CUST WAS HAVING POWER STEERING GO OUT ON VEHICLE-DLR REPLACE ELECTRIC POWER STEERING-COOLING FAN RECALL REPLACED REPLACED UNDER RECALL- BRAKE SQUEAK REPAIRED IN MAY-CONTINUING TO HAVE PROBLEMS WITH MYTOUCH AND BLUETOOTH NOT WORKING MOST OF THE TIME. ***S/M***-CONFIRMED THAT THE VEHICLE HAS BEEN THREW MANY REPAIRS THREW LIFE OF VEHICLE ***DLR***HIGHLAND PARK FORD LINCOLN 1333 PARK AVENUE WESTHIGHLAND PARK IL 60035(847) 433-7200 ***CSR****| WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN, A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW.

Action: CREATE FOLLOW UP

Dealer: 10518 HIGHLAND PARK FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 23000 MI

Comm Type: OTHER Analyst Name: DAIGNAULT, SUSAN Analyst: SDAIGNAU

Action Date: 08/20/2012

Action Time: 11.28.18.063 Action Data: Yes

Comments CSM SUSAN X77802 == LTV 98 ==2011 EXPLORER == WSD 05-23-2012 == 23000 MILES == NO RECALLS ==NO ESP == CSM MADE OBC TO DEALER SIM RICK ==DEALER CONFIRMED THEY HAVE ADDRESSED THE POWER STEERING ISSUE AND HAVE NOT HEARD BACK FROM CUST HOWEVER CUST NOW LIVES IN CO==DEALER BELIEVES CUST IS STILL HAVING SYNC CONCERNS ==CUST MOVED IN JULY======OBC TO CUST ON SECONDARY PHONE: 847-877-8858 ==LEFT VM WITH ROLE AND REASON FOR CALL==REQUESTED RETURN CALL AND WILL F\U AGAIN TOMORROW

Data Element Name	Data Value

DATE OF FOLLOW UP:	08-21-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 10518 HIGHLAND PARK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: OTHER Odometer: 23000 MI Analyst Name: DAIGNAULT, SUSAN Analyst: SDAIGNAU

Action Date: 08/21/2012 Action Time: 10.31.25.063 Action Data: Yes

Comments IBC FROM CUST==CUST SAYS SHE BOUGHT THE VEHICLE FOR THE TECHNOLOGY == CUST SAYS SHE IS HAVING PROBLEMS WITH NAVE == NOW NAV ONLY WORKS HALF THE TIME==THE SCREEN BLACKS OUT == THE POWER STEERING WENT OUT == CUST SAYS SHE HAS TRIED TO BE PATIENT BUT SHE FEELS SHE IS DRIVING A LEMON==CUST SAYS BLUE TOOTH WILL NOT CONNECT==CUST HAS IPHONE==ATT IS PROVIDER==CUST SAYS THE BACKUP CAMERA SOMETIMES DOES NOT COME ON==AND THE NAV IS NO ACCURATE=CUST SAYS IT ONCE HAD HER IN THE MIDDLE OF A LAKE==CUST SAYS THE CLOSEST FORD DEALER IS OVER AN HOUR AWAY==CUST SAYS SHE SHOULD NOT BE PAYING \$600 A MONTH FOR A CAR THAT DOES NOT WORK==CUST REQUESTED INFO ABOUT LEMON LAW==CSM ADVISED FMC DOES NOT ADHERE TO

EVERY STATES LEMON LAW AS IT IS DIFFERENT FOR EACH STATE==CSM ADVISED CUST WE WILL HONOR THE VEHICLE LIMITED WARRANTY AND I WILL BE HAPPY TO CONTINUE TO WORK TOWARD REPAIRS==ADVISED I WOULD SEEK THE OPINION OF MY TECH EXPERT BEFORE REFERRING CUST TO DEALER DUE TO DISTANCE==CUST AGREED TO F/U MON 27TH

Action: TAR-SME TECHNICAL ASSISTANCE REQUEST Dealer: 10518 HIGHLAND PARK FORD LINCOLN

Odometer: 23000 MI Comm Type: OTHER

Analyst Name: DAIGNAULT, SUSAN Analyst: SDAIGNAU

Action Date: 08/21/2012 Action Time: 10.36.49.967 Action Data: Yes

Comments CSM SUSAN X77802 REQUESTING SME REVIEW==CUST SAYS SYNC SYSTEM DOES NOT FUNCTION PROPERLY== NAV IS IN ACCURATE == ONCE SHOWED CUST ON MIDDLE OF LAKE == BACK UP CAMERA SOMETIMES WILL NOT COME ON == CUST HAS IPHONE WITH AT&T PROVIDER==CUST SAYS HER BLUE TOOTH WILL NOT CONNECT AND SHE NOW LIVES IN COLORADO WHERE HANDS FREE IS A LAW ==CUST HAS EXPRESSED THAT THE CLOSEST DEALER TO HER IS 100 MILES AWAY==CSM SEEKING SME OPINION IF CUST WOULD BENEFIT FROM VISIT TO DEALERSHIP OR IF ISSUES WOULD POSSIBLY BE ADDRESSED BY MY EARLY OR MY GLOBAL UPDATE DUE TO BE RELEASED THIS YEAR

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Origin Desc: REGIONAL ESCALATION

Data Element Name
Data Value

APPROVER'S CDSID:
APPROVER'S NAME:

JCLAR380
CLARK (JCLAR380), JASON

Action: TAR--CLOSE SME TECHNICAL ASSISTANCE REQUEST

Dealer: 10518 HIGHLAND PARK FORD LINCOLN

SPĒCIALIST

Odometer: 23000 MI Analyst Name: CLARK

(JCLAR380), JASON

Action Date: 08/21/2012

Comm Type: INTERNET

Analyst: JCLAR380

Action Time:

11.35.59.749 Action Data: Yes

Comments - TECH SME JASON - THE MYEARLY PLUS UPDATE IS SUPPOSED TO HAVE A FIX FOR BACK UP CAMERA NOT COMING ON. THIS UPDATE IS AVAILABLE 3RD QUARTER. NOW THE MYGLOBAL UPDATE IS SUPPOSED TO HAVE PERFORMANCE UPGRADE TO HELP WITH CONNECTIVITY ISSUES AND ALSO DEAD RECKONING FIX WHICH SHOULD HELP WITH THE NAVIGATION ISSUE. THIS UPDATE WILL BE AVAILABLE 4TH QUARTER.

Data Element Name

CSM - OPEN FSE REQUEST?

Data Value

NO

Action: CONCERN ADDRESSED

Dealer: 10518 HIGHLAND PARK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 23000 MI Comm Type: OTHER Analyst Name: DAIGNAULT , SUSAN Analyst: SDAIGNAU

Action Date: 08/24/2012 Action Time: 14.49.03.232 Action Data: Yes

Comments CSM MADE OBC TO CUST ==CSM ADVISED CUST OF INFO SHARED BY SME==CUST IS EXTREMELY DISSATISFIED AND SAYS SHE DOES NOT UNDERSTAND WHY SHE HAS TO MAKE A VEHICLE PAYMENT ON A VEHICLE THAT DOES NOT WORK==CSM APOLOGIZED BUT THERE IS NO COMPENSATION THAT IS BEING OFFER

AT THIS TIME==CUST ADVISED SHE DOES NOT AGREE WITH THE RESOLUTION==NO FURTHER ACTION CAN BE TAKEN CASE CLOSED

Data Element Name	Data Value
	2 1 7 2 2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
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(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Υ

Ford Confidential

Server: AWS QA

Claims loaded through: 06-FEB-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 08-FEB-13

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

VIN	AWS WER	S MKT		VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS W	CC PREI	F BASE	SUFF	VRT NA	VRT ROW	VFG	CCC CD
1ЕМНК8Е88ВС	t/UB		T/WD	T/EF	T/F	AD	T/WJ	T/KX	16- MAY- 2011	23- MAY- 2011	141071	USA	0 71	/102 *	14D212		F03	S09	V81	A60 04
AWS Claim Key:	493377 Doc#	#: 0326	4051	Trx Cod	e:	1	Labor H	irs:	1.3	Labor C	ost:	138.88	Mater	ial Cost:	0	Total	Cost:	138.88		
Dir Cd-Sub Cd;	10518-* Name	Name: HIGHLAND PARK FORD LINCOLN			Ph:	847-831	5880	St: IL	Ctry Cd:	USA	Reg Co	i: N	A Repr	Date:21-N	4A Y-20	11	DIST(N	(lile): l		
Cust Comments: Tech Comments:	CHECK MY T																			_
1FMHK8F88B	U2 T/UB	F	T/WD	T/EF	1 /F	AD	T/WJ	T/KX	16- MAY- 2011	23- MAY- 2011	141071	USA	4 7!	402 *	14D212	•	F03	S09	V81	A06 04
AWS Claim Key:	1077149 Doc#	t: 0051	87A	Trx Code	e:	1	Labor H	irs:	1.3	Labor C	Cost:	143.33	Mater	al Cost:	0	Total	Cost:	143.33		
Dlr Cd-Sub Cd:	10518-* Name	e: HIGH	HLAND PA	ARK FORE)	Ph:	847-8315	5880	St: IL	Ctry Cd:	USA	Reg Co	i: N	A Repr	Date: 16-S	EP-201	1	DIST(N	Aile):7	511
Cust Comments: Tech Comments:	CHECK MY T PROGRAM AI			R STATES	NAVIGA	ATION SC	REEN GO	DES BL	ACK ANI	DOES N	OT ALWAY	S WORK								
LFMHK8F88BO	J2 T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	16- MAY- 2011	23- MAY- 2011	141071	USA	5 63	′20 *	TAPI	*	F09	sxx	V99	A99 82
AWS Claim Key:	1175999 Doc#	t: 0055	62A	Trx Code	e:	TAPI	Labor H	irs:	0	Labor C	ost:	0	Mater	al Cost:	0	Total	Cost;	60		
Dir Cd-Sub Cd:	10518-* Name	e: HIGI	HLAND PA	ARK FORE)	Ph:	847-8315	5880	St: lL	Ctry Cd:	USA	Reg Co	I: N	A Repr	Date:26-S	EP-201	1	DIST(N	4ile):7	512
Cust Comments:	TAPI LOANE	R																		
Tech Comments:	TAPI LOANE	R																		
IFMHK8F88BG.	12 T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	16- MAY- 2011	23- MAY- 2011	141071	USA	7 71	102 *	14D212	*	F03	S09	V81	A06 04
AWS Claim Key:	Doc #	t: 0081	83C	Trx Code	e:	1	Labor H	irs:	1.3	Labor C	ost:	143.33	Mater	al Cost:	0	Total	Cost:	143.33		

Dir Cd-Sub Cd: Cust Comments: Tech Comments:	10518.* Name: HIGHLAND PARK FORD LINCOLN CHECK SYNC OPPERATION PROGRAM APIM PER TSB	Ph:	847-8315880 St: II	L Ctry USA Cd:	Reg Cd: NA Repr Date:06-DEC-2011	DIST(Mile):10525
AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Tech Comments:	J2 T/UB F T/WD T/EF T/F 2866558 Doc#: 011559A Trx Code: 10518.* Name: HIGHLAND PARK FORD LINCOLN REFUND FOR VEHY PAY 860.00 VEHPAY 860.00	AD P19 Ph:	T/WJ T/KX MAY 2011 Labor Hrs: 0 847-8315880 St: H	2011 Labor Cost:	USA 10 6Y20 * VEHPAY * F09 0 Material Cost: 0 Total Cost: Reg Cd: NA Repr Date:14-MAR-2012	SXX V99 A99 82 860 DIST(Mile):16212
AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Tech Comments:	2 T/UB F T/WD T/EF T/F 3130875 Doc #: 012348C Trx Code: 10518-* Name: HIGHLAND PARK FORD LINCOLN PERFORM MY TOUCH UPGRADE PERFORM MY TOUCH UPDATE 11A03	AD 11A03 Ph:	T/WJ T/KX MAY 2011 Labor Hrs: .3 847-8315880 St: ii	2011 Labor Cost:	USA 11 * * * F09 33.08 Material Cost: 0 Total Cost: Reg Cd: NA Repr Date:05-APR-2012	SXX V00 * * 33.08 DIST(Mile):17628
AWS Claim Key: Dlr Cd-Sub Cd: Cust Comments: Tech Comments:	U2 T/UB F T/WD T/EF T/F 3790930 Doc#: 014126B Trx Code: 10518-* Name: HIGHLAND PARK FORD LINCOLN CHECK BRAKES SQUEEK REPLACE FRONT BRAKE DISCS PER TSB	AD E84 Ph:	T/WJ T/KX MAY 2011 Labor Hrs: 1 847-8315880 St: Ji	2011 Labor Cost:	USA 13 5V03 * 2B120 * F02 110.25 Material Cost: 70.47 Total Cost: Reg Cd: NA Repr Date:24-MAY-2012	S10 V21 N17 42 180.72 DIST(Mile):19388
AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Tech Comments:	J2 T/UB F T/WD T/EF T/F 3756485 Doc #: 014126A Trx Code: 10518-* Name: HIGHLAND PARK FORD LINCOLN RECALL 12B36 RECALL 12B36	AD 12B36 Ph :	T/WJ T/KX MAY 2011 Labor Hrs: .4 847-8315880 St: II	2011 Labor Cost:	USA 13 * * * * F09 44.1 Material Cost: 0 Total Cost: Reg Cd: NA Repr Date:24-MAY-2012	SXX V00 * * 44.1 DIST(Mile):19388
IFMHK8F88BG AWS Claim Key: Dir Cd-Sub Cd:	U2 T/UB F T/WD T/EF T/F 3861964 Doc #: 014363A Trx Code: 10518-* Name: HIGHLAND PARK FORD	AD TAPI Ph:	T/WJ T/KX MAN 2011 Labor Hrs: 0 847-8315880 St: II	2011 Labor Cost:	0 Material Cost: 0 Total Cost:	SXX V99 A99 82 60 DIST(Mile):19389

Cust Comments: TAPI LOANER CAR 2
Tech Comments: TAPI LOANER CAR

Tech Comments:	TAPI LOANE	R CAR																	
IFMHK8F88BG	U2 T/UB	F T/WD	T/EF T/F	AD	T/WJ T/KX	16- MAY- 2011	23- MAY- 2011	141071	USA	14	5001	BB5Z	2 3504	JЕ	F02	S10	V87	H22	42
AWS Claim Key:	4326681 Doc#	: 015762A	Trx Code:	E84	Labor Hrs:	2.4	Labor Co	st:	273.07 Material C			Cost: 1120.22 Total Cost:			1393.29				
Dir Cd-Sub Cd:	10518-* Name	Name: HIGHLAND PARK FORD LINCOLN			847-8315880	St: IL	Ctry Cd:						UL-20	2012 DIST(Mile) :20679					
Cust Comments:	CHECK CUSTO	OMER STATES T	HAT THE POWER S	TEERING	G CUTOUT AND	THEN C	AME BACK	ON											
Tech Comments:	PERFORM SYS	STEM SELF TEST	'. PERFORM PIN PO	INT TES	T. REPLACE ST	EERING F	RACK. PERI	FORM TEST	S DR IV	E.									
IFMHK8F88BG	U2 T/UB	F T/WD	T/EF T/F	AD	T/WJ T/KX	16- MAY- 2011	23- MAY- 2011	141071	USA	15	6Y20	*	TAPI	*	F09	sxx	V99	- A99	82
AWS Claim Key:	4432830 Doc#	: 016290A	Trx Code:	TAPI	Labor Hrs:	0	Labor Co	st:	0	Mat	erial	Cost:	0	Total	Cost:	120			
Dir Cd-Sub Cd:	10518-* Name	: HIGHLAND PA LINCOLN	ARK FORD	Ph:	847-8315880	St: IL	Ctry Cd:	USA	Reg Cd	l:	NA	Repr	Date:24-J	UL-20	12	DIST(N	Mile):2	:0680	
Cust Comments: Tech Comments:	TAPI LOANER																		
IFMHK8F88BG	U2 T/UB	F T/WD	T/EF T/F	AD	T/WJ T/KX	16- MAY- 2011	23- MAY- 2011	141071	USA	19	5H09	BB5Z	. 5K484	A	F05	S11	V49	N12	33
AWS Claim Key:	5953669 Doc#	: 02078401	Trx Code:	E84	Labor Hrs:	.3	Labor Co	st:	32.06	Mat	erial (Cost:	23.72	Total	Cost:	55.78			
Dir Cd-Sub Cd:	08450-* Name	: SUMMIT FOR	D, INC.	Ph:	970-2629230	St: CO	Ctry Cd:	Reg Cd	Reg Cd: NA Repr Date:29-NOV				NOV-20)12	DIST(Mile):28945				
Cust Comments: Tech Comments:			E VEHICLE, DID NO RIGHT FRT SWAY																

Cd:

Any comments? You can contact

<u>webmaster</u>

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mamt

Indicator Summary

Help Exit

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Save

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Add Comments

Previous

Next

Mail Report

Download Options

Report Detail Section: View Details

Attachments: 0

Report#:

Received:

Date:

CCRG/EPRC:

Reviewed Status:

Build Date: 05/16/2011

07/11/2012

Vehicle:

2011, EXPLORER 4X4 (U502), LIMITED, 4 DOOR ,MPV ,1FMHK8F88BG

Calibration:

Odometer:

20,679 M

Engine:

3.5L CYCLO

BUB1SN0A

Transmission:

6F50

Axle:

State:

A/C:

YES

Dealer:

USA 10518 Highland Park Ford Lincoln

Phone#:

(847) 831-5880

City:

Highland Park

Illinois

Country:

USA

Originator:

MARK BERNSTEIN

Symptom:

6 62 4 71 SP/ST/RD,STEER/STER WHL,PERFORMANCE,STICK/BIND

Status:

VFG:

V87 STEERING

Additional Symptom:

C200D:49

Fix:

Causal Component:

Condition Code:

Hotliner: NHARRIER

Phone: 313 317-9290

Regn Cd: G1 Chicago

Engineering:

Phone:

TAR:

DIr Contact: MARK BERNSTEIN

Phone: 847 433-7200

Title Cde: T

KOEO: C200D:49

KOEC: KOER:

Comments:

REPAIR

07/11/2012 09:00AM NATHAN HARRIER MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: CUSTOMER STATES THE POWER STEERING CUT OUT WHILE DRIVING DIAGNOSTICS: SELF TEST PSCM PARTS REPLACED: NONE YET TECH QUESTION: THE PINPOINT TEST LEADS ME TO REPLACEMENT OF THE EPAS WITH NO TEST STEPS IS THIS CORRECT?

RECOMM 07/11/2012 09:00AM NATHAN HARRIER MSS - FCSD - TECH SVC HOTLINE MARK, DTC C200D:49 INDICATES THAT THERE IS A STEERING MOTION RATION SENSOR FAULT. SINCE THIS SENSOR IS LOCATED INTERNAL TO THE PSCM REPLACEMENT OF THE PSCM WILL BE NECESSARY TO CORRECT THIS CONDITION. RECOMMEND FOLLOWING THE PINPOINT TEST RECOMMENDATION AND REPLACING THE PSCM. PLEASE ENSURE TO FOLLOW THE PROPER REPLACEMENT PROCEDURE AS OUTLINED IN SECTION 211-00 IN THE ONLINE WORKSHOP MANUAL. THANK YOU ======== ISM 11-08-019 LOSS OF

Folder Number:

File Report To This Folder

Download Options File Report To A Folder Exists in Folder(s)

Add Comments

Previous

POWER STEERING ASSIST WITH C200D IN PSCM

Next

Mail Report

Requester: MVALLA Report Summary Server: FCWS686

Ford Proprietary, Private

Save

PE12-017.2 000037LC

8-Feb-2013

Retention: None



Case Print Report

Case Number

Case Opened Date 5/17/2013 2:15 PM

Case Closed Date 5/17/2013

Case Status Resolved

Case Last Modified 5/17/2013 2:36 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

FORD MOTOR COMPANY RECEIVED CLAIMS UNIT

MAY 2 0 2013

OFFICE OF THE, GENERAL COUNSEL

Customer Name

Customer Number

KANSAS CITY

MO

Email

Dealer Rob Sight Ford

VIN 1FMHK8F86BG

Year 2011

Make FORD

Model EXPLORER

Body Style K8F - LTD 4WD 4-DR

Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Performance

Level 4 Inoperative

Case Print Report

Case Number

Agent Name Note Last Modified

Ariel Bunce 5/17/2013 2:19 PM

- -cas -2589042 was ran incorrectly..should of been a legal case as per cast matt
- 1. Were any injuries sustained?
- NO
- 2. What are you seeking from Ford Motor Company?
- COMPENSATION FOR DAMAGES
- 3. What was the date of the accident?-
- 5/15/13
- 4. What product defect is alleged to have caused the accident?
- POWER STEERING FAILURE
- 5. What is the City and State where the accident occurred?
- KANSAS CITY, MO
- COSCO LOCATED AT 241 east LYNWOOD BLVD KANSAS CITY MO, 64111
- 6. Was a police report filed?
- NO
- 7. If a police report was filed, what were the findings?
- N/A
- 8. What is the police report number and in what city and county was the report filed?
- N/A
- 9. Has the customer filed a claim with their Insurance Company? (Yes or No)
- NO
- 10. If a claim has been filed with the insurance company, what is the status of the claim?
- N/A
- 11. Is the vehicle repairable?
- YES
- What is the name and address of customer's attorney? (only if the customer mentions they have sought one)
- N/A
- 13. What mailing address would you like our Office of General Council to send your written response to? (You must
- document the full address in the case Notes)
- 429 W 57TH TERRACE KANSAS CITY MO 64113

Server: AWS Prod

Claims loaded through: 22-MAY-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 23-MAY-13

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

VIN	AWS VL	WERS	DER	CAB	VER SERIES	DRIVE	CD	TRANS	COD	PROD	WARR	SELLING DEALER	SELL	TIS	WCC	PREF	BASE	SUFF	NA	ROW	VFG	CCC
FMHK8F86B0	12	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	3	6Y20		TAP2		F09	SXX	V99	A99
AWS Claim Key:	084171	Dec#:	28868	4L	Trx Cod	e:	TAP2	Labor H	lrs:	0	Labor	Cost:	0	Ma	terial C	ost:	0	Total	Cost:	72		
Otr Cd-Sub Cd:	12805-*	Name:	ROB S	SIGHT F	ORD		Ph:	816-941	1200	St: MO	Ctry Cd:	USA	Reg Cd		NA	Repr	Date: 12-JU	L-2011		DIST	Mile):1	704
Tech Comments:	2 TAP D	AYS PR	OVIDE	0							Cui											
FMHK8F86BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	3	7M02		14D212	ě	F03	509	V81	A60
AWS Claim Key:	678713	Doc#:	28868	4A	Tra Cod	e;	1	Labor H	lrs:	1.7	Labor	Cost:	161.98	Ma	terial C	ost:	0	Total	Cost:	161.98		
			100 100 100 100		onn		Ph:	816-9411	1200	St: MO	Ctry	USA	Reg Cd	:	NA	Repr	Date: 12-JU	L-2011		DIST(Mile):1	704
Olr Cd-Sub Cd:	12805-4	Name:	ROB S	SIGHT FO	JKD		ru.	20.00	- more	THE MICE	Cd:											
Olr Cd-Sub Cd: Cust Comments:	CSTHE	SYNC I	S INOP.	SCREE	N IS BLA		UT				Cd:											
Cust Comments: Fech Comments:	C S THE DIAGNO ATTEM	SYNC ISED AS	FAULTUPE	SCREETED SYN	N IS BLAC IC MODU S TO RESI	LE, WOL	UT ILD NOT : ILE, LAST	SYNC PH	ONES,	ACCEPT EEN WE OPERLY	VOICE NT BLA AFTER 25- APR-	COMMAND INK TILL RE REPLACEM	START A		WOUL	D NOT						
Cust Comments: FMHK.8F86BC	C S THE DIAGNO ATTEMI ON FOR	SYNC II OSED AS PTED MI M, REPL.	S INOP. FAULTIPL ACED I	SCREETED SYNE TIMES DEFECTION	N IS BLAC RC MODU S TO RESI VE MOD	ILE, WOU ET MODI ULE AND	UT JLD NOT : JLE, LAST VERIFIE	SYNC PHEATTEM ATTEM D WORK	ONES, PT SCR ING PR	ACCEPT EEN WE OPERLY	VOICE NT BLA AFTER 25- APR- 2011	COMMAND: LINK TILL RE REPLACEM	START A	3	WOUL	BA8Z	RESPOND 8C607	C TO INI	PUT CO	SII	V45	
Cust Comments: Fech Comments: FMFIK.8F86BC	C S THE DIAGNO ATTEM ON FOR	SYNC II OSED AS PTED MI M, REPLA T/UB Doc#:	FAULTIPLACED I	SCREETED SYNE TIMES DEFECTION	N IS BLAC NC MODU S TO RESI IVE MOD T/EF	ILE, WOU ET MODI ULE AND	UT JLD NOT : JLE, LAST VERIFIE	SYNC PH ATTEM D WORK	ONES, PT SCR ING PR T/KX	ACCEPT EEN WE OPERLY	VOICE NT BLA AFTER 25- APR- 2011 Labor (COMMAND: LINK TILL RE REPLACEM	START A	3 Mai	WOUL.	BA8Z	RESPOND	C Total	PUT CO	S11 431.92	V45	E23
Cust Comments: FMHK8F86BC AWS Claim Key: Dir Cd-Sub Cd:	C S THE DIAGNO ATTEMI ON FOR	SYNC II OSED AS PTED MI M, REPL. T/UB Doc#: Name:	FAULTIPLACED I	SCREE FED SYN E TIMES DEFECTI T/WD	N IS BLAC RC MODUS TO RESI VE MOD T/EF Trx Cod	ILE, WOU ET MODI ULE AND	UT JLD NOT: JLE, LAST VERIFIE AD	SYNC PHEATTEMINED WORK T/WJ Labor H	ONES, PT SCR ING PR T/KX	ACCEPT EEN WE OPERLY 11- APR- 2011	VOICE NT BLA AFTER 25- APR- 2011 Labor 6	COMMAND INK TILL RE REPLACEM 153006 Cost:	USA. 95.28	3 Mai	IF05	BA8Z	8C607 336,64	C Total	PUT CO	S11 431.92	V45	E23
	C S THE DIAGNO ATTEM ON FDR J2 678714 12805-* C S THE WHEN V	SYNC II OSED AS PTED MM, REPLA T/UB Doc #: Name: AIR IS E	F 28868-ROB S	SCREETED SYNE TIMES DEFECTION TOWN	N IS BLAG C MODUS TO RESI VE MOD T/EF Tra Cod DRD	ILE, WOLLET MODIULE AND	UT JLD NOT: JLE, LAST VERIFIE AD Ph:	SYNC PHEATTEM D WORK T/WJ Laber H 816-9411	ONES, PT SCR ING PR T/KX Irs: 1200	ACCEPT EEN WE OPERLY 11- APR- 2011 1 St: MO	VOICE NT BLA AFTER 25- APR- 2011 Labor (Ctry Cd:	COMMAND INK TILL RE REPLACEM 153006 Cost:	USA. 95.28 Reg Cd	3 Mai	IF05 terial C	BA82 'ost: Repr	8C607 336.64 Date: 12-JU	C Total	F04 Cost:	S11 431.92 DIST(V45	E23

AWS Claim Key: Dir Cd-Sub Cd: Tech Comments:	673616 67803-* Dealer R	Name:	248922 FORD LLC 84 1878#	COMPO			2 Phr	Labor I	lrs:	2011 0 St: MI	2011 Labor Ctry Cd:	Cost: USA	0 Reg Cd		terial (488 Date: 12-JUI	Total (Cost:		Mile): l	704
IFMHK8F86BC	2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	7	7M02		14D212		F03	509	V81	A60 0
AWS Claim Key:	1643142	Doc#:	294571	A	Tra Co	de:	1	Labor I	Irs:	1.3	Labor	Cost:	123.86	Ma	terial (ost:	0	Total 6	Cost:	123.86		
Dir Cd-Sub Cd:	12805-*	Name:	ROB S	IGHT FO	ORD		Ph:	816-941	1200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date: 14-NO	V-2011		DIST	Mile):6	042
Cust Comments: Tech Comments:						NOP AT T		BM AND	VERIF	IED FUN		NG PROPE	RLY AT T	HIST	ПМЕ							
IFMHK8F86B0	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	7	6Y20		TAP2		F09	sxx	V99	A99 8
AWS Claim Key:	1666870	Doc#:	294571	L	Trx Co	de;	TAP2	Labor I	Irs:	0	Labor	Cost:	0	Ma	terial (ost:	U	Total	Cost:	36		
Dir Cd-Sub Cd:	12805-*	Name:	ROB SI	IGHT FO	ORD		Ph:	816-941	1200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date: 14-NO	V-2011		DIST	Mile):6	042
Tech Comments:	ONE TA	PDAYF	ROVIDI	ED																		
IFMHK8F86HC	1 U2	T/UB	P	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	7	7D01	9N7Z	13N021	A	FOR	507	V77	L26 4
AWS Claim Key:	1666869	Doc#:	294571	D	Trx Co	de:	T	Labor E	Irs:	2	Labor	Cost:	19.06	Ma	terial (ost:	16.91	Total (Cost:	35.97		
Dir Cd-Sub Cd:	12805-*	Name:	ROB SI	IGHT FO	ORD		Ph:	816-941	1200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:14-NO	V-2011		DIST	Mile):6	042
Cust Comments: Tech Comments:						ADLIGHT HEADLAN	INOP IP BULB I	3465A .2														
IFMHK8F86BG		T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	10	6N03	BB52	7803136	AB	F07	S08	V71	N33 3
AWS Claim Key:	2619238	Doc#:	298375	Α	Trx Co	de:	T	Labor B	les:	.3	Labor	Cost:	28.58	Ma	terial (ost:	314.19	Total 6	Cost:	342.77		
Dir Cd-Sub Cd:	12805-*	Name:	ROB SI	IGHT FO	ORD		Ph:	816-941	1200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date: 10-FE	B-2012		DIST(Mile):8	125
							IN DASH					HER SPEED	S CUSTON	MER	STAT	ES WO	UNDS LIKE	BEES				
Cust Comments: Tech Comments:	VERIFIE																					6
	VERIFIE 2		F	T/WD	T/EF	T/F	AD	T/W/I	T/KX	11- APR+ 2011	25- APR- 2011	153006	USA	10	5V06		2455		F02	Sio	V21	H20 4
Tech Comments:	2 2619239	TAB	F 2983751		I/EF		AD I	I/WI Labor H		APR+	APR-		USA 19.06		5V06		2455 0	* Total			V21	H20 4

Cust Comments: Tech Comments:						W	NG WHEN A			ONCERI	Cd: N FIXE	D 999A 2X										
IFMHK8F86BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	12			4		F09	SXX	V00	
AWS Claim Key:	3105842	Doc#:	0027	8902	Trx C	ode;	11A02	Labor	Hrs:	1.3	Labor	Cost:	123.86	Ma	terial (Cost:	116.05	Tota	d Cost:	239.91		
Dir Cd-Sub Cd:	12805-*	Name:	ROB	SIGHT F	ORD		Ph:	816-94	11200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:30-M	AR-20	12	DIST(Mile):94	37
Cust Comments: Tech Comments:	MISC SY PERFOR		70.7	11A03D	1.3 W/1	VAV																
IFMHK8F86B0	2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	14	6Y20		TAPI		F09	sxx	V99	A99 8
AWS Claim Key:	4123078	Doc#:	0059	59L	Trx C	ode:	TAP1	Labor	Hes:	0	Labor	Cost:	0	Ma	terial (Cost:	0	Tota	al Cost:	120		
Dir Cd-Sub Cd:	12805-*	Name:	ROB	SIGHT F	ORD		Ph:	816-94	11200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date: [4-J]	IN-201	2	DIST(Mile):11	492
Tech Comments:	4 TAP D	AYS PR	OVIDE	Ð																		
(FMHK8F86BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	14	7W15	BB5Z	19G490	٨	F02	S10	V21	H20 4
AWS Claim Key:	4104033	Doc #1	0059	5903	Trx Co	de:	E83	Labor	Hrs:	1.1	Labor	Cost:	108.17	Ma	terial (Cost:	344.2	Tota	al Cost:	452.37		
Dir Cd-Sub Cd:	12805-*	Name:	ROB	SIGHT F	ORD		Ph:	816-94	11200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date: 14-JL	IN-201	2	DIST(Mile):11	492
Cust Comments: Tech Comments:		ITANT		UP CAM		ERATIO	N REPLACI	E BACK	UP CAM	ARA EE	C TEST	12650D 0.2L	PARK AI	D PI	NPOIN	T TEST	L 12651D4	45 O.3L	R&R C	'AMAR/	1	
IFMHK8F86BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	14					F09	SXX	V00	
AWS Claim Key:	4086362	Doc#:	0059	5902	Trx Co	de:	12B36	Labor	Hrs:	4	Labor	Cost:	39.33	Ma	terial (Cost:	0	Tota	al Cost:	39.33		
Dir Cd-Sub Cd:	12805-*	Name:	ROB	SIGHT F	ORD		Ph:	816-94	11200	St: MO	Ctry Cd:	USA	Reg Cd	:	NA.	Repr	Date: 14-JL	IN-201	2	DIST(Mile):11	492
Cust Comments: Fech Comments:	MISC RE			FANS A	ND REP	ROGRAM	MED PCM															
FMHK8F86B0	1/2	T/UB	F	T/WD	TEF	TOF	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	15	6Q05		170957	*	FOS	S07	V75	B07
AWS Claim Key:	4344499	Doc#:	0071	3107	Trx Co	de:	E84	Labor	Hrs:	2	Labor	Cost:	196.66	Ma	terial (Cost:	0	Total	al Cost:	196,66		
Dir Cd-Sub Cd:	12805-*	Name:	ROB	SIGHT F	ORD		Ph:	816-94	11200	St: MO	Ctry Cd:	USA.	Reg Cd		NA.	Renr	Date: 1 [-JL	11 -201	7	DISTO	Mile): [951

Tech Comments:		T BUMP	ER REI					EFT SIL	DE UNDE	ER FEND	ER BRA	CKET NOT	TOTALL	YAT	TACH	ED FR	OMFACTO	RY RE	ATTAC	HED		
1FMHK8F86BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/W3	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	22	•	÷			F09	sxx	V00	
AWS Claim Key:	6567572	Doc#:	07852	1001	Tra Co	de;	12A04	Labor	Hrs:	0	Labor	Cost:	n	Mat	erial (Costs	0	Tota	Cost:	0		
Dir Cd-Sub Cd:	8471F-*	Name:	FORD	MOTOR	COMP/	NY	Ph:	+.+		St: MI	Ctry Cd:	USA	Reg Cd	ir.	NA	Repr	Date:05-F	EB-2013	3	DIST	Mile):1	
Cust Comments: Tech Comments:	PERFOR	MED RI	ECALL	12A04, S	YNC UP	DATE																
IFMHK8F86BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	22				,	F09	SXX	V00	
AWS Claim Key:	6544721	Doc#:			Trx Co	C.C.	12Y03	Labor l	Hrs:	0	Labor	Cost:	0	Mat	erial (Cost:	81.72	Tota	Cost:	81,72		
Dir Cd-Sub Cd:	67803-*	Name:	FORD	COMPO	NENT S	ALES,	Ph:	*.*		St: MI	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:05-F	EB-2013	3	DIST(Mile):1	
Cust Comments: Tech Comments:	Dealer R	O# Cons	ımer SI	O Card 18	78# Cons	umer																
1FMHR8F86BG	12	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	23	7Q05	BB5Z	2 19A487	AB			V18	A87
AWS Claim Key:	7110869	Doc#:	01729	903	Trx Co	de:	E83	Labor	Hrs:	5	Labor	Cost:	49.17	Mat	erial (Cost:	9.94	Tota	Cost:	59.11		
Dir Cd-Sub Cd:	12805-*	Name:	ROB!	SIGHT FO	ORD		Ph:	816-941	1200	St: MO	Ctry Cd:	USA	Reg Cd	4	NA	Repr	Date:06-N	AR-20	13	DIST(Mile):1	8887
Cust Comments: Tech Comments:							POINT FO				FF											
	U2	T/UB	F	TAVD	T/EF	T/F	AD	T/WJ	T/KX	11- APR- 2011	25- APR- 2011	153006	USA	23	6Y20		TAPI		F09	sxx	V99	A99
IFMHK8F86BG			01729	9L	Trx Co	fe:	TAPI	Labor 1	Hrs:	0	Labor	Cost:	.0	Mai	erial (Cost:	0	Tota	Cost:	90		
1FMHK8F86BG, AWS Claim Key:	7164841	Doc#1									Ctry	USA	Reg Cd	:	NA	Repr	Date:06-M	AR-20	13	DIST	Mile):1	8887
A CONTRACTOR OF THE PARTY OF TH	1.75.55			SIGHT FO	ORD		Ph:	816-941	1200	St: MO	Cd:				1303	Year By		a tre acc		sister !	rene j. i	1000
AWS Claim Key: Dir Cd-Sub Cd: Cust Comments:	1.75.55	Name:	ROB S		ORD		Ph:	816-941	1200	St: MO	Cd:				1,54.5	1.50				Pion	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
AWS Claim Key:	12805-*	Name:	ROB S	D	TEF	T/F	Ph:	816-94)	T/KX	II- APR-	25- APR- 2011	153006	USA	23	6R01		Z 78611B0		F03	\$69	V17	
AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Tech Comments:	12805-* 3 TAP D/	Name: AYS PRO	ROB S	T/WD					T/KX	II-	25- APR-	153006				BBSZ		8 AA	F03		V17	

Dir Cd-Sub Cd: 12805-* Name: ROB SIGHT FORD Ph: 816-9411200 St: MO Cd: USA Reg. Cd: NA Repr. Date:06-MAR-2013 DIST	ust Comments: Feeb Comments:	IDS RC	MOCSN	I,SEL	TATES AIR T TEST BO AIR BAG O	061 1C.F	PINPOINT	TEST ZI	T HRU ZI	O,INSTA			HT SIDE SE	EAT BELT	RET	RACTO	R AS	SEMBLY,	CLEAR	OCSM			
Dir Cd-Sub Cd: 12805-* Name: ROB SIGHT FORD Ph: 816-9411200 St: MO Cd: USA Reg Cd: NA Repr Date:06-MAR-2013 DIST	FMHK8F86B0	2	T/UB	F	T/WD	T/EF	TIF	AD	T/WJ	TXX	APR-	APR-	153006	USA	23	5G02	BB52	2 3078	В	F05	\$05	V39	N50 d
Clast Comments: MISC CUSTOMER STATES SQUEEN NOISE FROM FRONT SUSPENSION WHEN GOING OVER BUMPS. Treh Comments: 3078AT 1.0-3001A .4—A6F 2 1.6 REPLACE BOTH LOWER CONTROL ARMS AND RESET TOE IPMOR FRORT Treh Comments: 11. 25. 11. 25. 11. 25. 12. 17.18 F TWD T/EF T/F AD T/W/J T/KX APR. APR. 153006 USA 25 5001 * 3504 * F02 \$10. AWS Claim Key: 7531802 Doe #: 02001301 Trs Code: E84 Labor Hrs: 3 Labor Cost: 29.5 Material Cost: 0 Total Cost: 29.5 Dir Cd-Sub Cd: 12805 * Name: ROB SIGHT FORD Ph: 816-9411200 St: MO Cd: USA Reg Cd: NA Repr Date:08-MAY-2013 DIST Cost Comments: 15. 18. 18. 18. 18. 18. 18. 18. 18. 18. 18	WS Claim Key:	7110871	Doc #:	017	729906	Trx Co	ode:	E84	Labor	Hrs:	1.6	Labor	Cost:	157.33	Mi	iterial (Cost:	388.96	Tota	al Cost:	546.29)	
Cust Comments: MISC CUSTOMER STATES SQUEEK NOISE FROM FRONT SUSPENSION WHEN GOING OVER BUMPS 172 T/UB F T/WD T/EF T/F AD T/WJ T/KX APR APR 153006 USA 25 5001 * 3504 * F02 S10 2011 2011 2011 2011 2011 2011 201	Hr Cd-Sub Cd:	12805-*	Name	RO	B SIGHT F	ORD		Ph:	816-941	1200	St: MO		USA	Reg C	d:	NA	Repr	Date:06-N	AAR-20	13	DIST	Mile):	8887
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Dir Cd-Sub Cd: 12805-* Name: ROB SIGHT FORD Ph: 816-941 200 Sit MO Cd: USA Reg Cd: NA Repr Date:08-MAY-2013 DIST	FMHK 8F86BC)2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	APR-	APR-	153006	USA	25	5001		3504		F02	510	V87	H22 (
Cust Comments: MISC CUST WAS DRIVING AND LOST POWER STEERING Tech Comments: MISC CUST WAS DRIVING AND LOST POWER STEERING 3504E45.3 CK EPAS — DTC-C200D—49-08 CLEAR AND RECALIBRATE STEERING ANGLE SENSOR ROADTEST AND RECHECK ALL SYSTEMS PASS IT ALL 25. IFMHIS RESORD J2 T/UB F T/WD T/EF T/F AD T/WJ T/KX APR— APR— 153006 USA 25 6Y20 * TAP1 * F09 SXX AWS Claim Key: 7550891 Doc #: 020013L Trs Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 30 DIr Cd-Sub Cd: 12805-* Name: ROB SIGHT FORD Ph: 816-941[200 St: MO Ctry USA Reg Cd: NA Repr Date:08-MAY-2013 DIST Cost Comments: ONE TAP DAY PROVIDED IFMHIS RESORD J2 T/UB F T/WD T/EF T/F AD T/WJ T/KX APR— APR— 153006 USA 26 5001 BB5Z 3504 HE F02 S10 AWS Claim Key: 7554885 Doc #: 02036502 Trx Code: E84 Labor Hrs: 2.8 Labor Cost: 275.33 Material Cost: 1197.97 Total Cost: 1473. DIF Cd-Sub Cd: 12805-* Name: ROB SIGHT FORD Ph: 816-941[200 St: MO Ctry USA Reg Cd: NA Repr Date:15-MAY-2013 DIST Cust Comments: MISC CUST WAS DRIVING AND LOST POWER STEERING, SEE HIST 3004E 2—E45.3-3-3304A 1.6-E8 (—3001A 4-A6E 2 TOTAL 2.8 DIAG EPAS STEERING DICC200D49 PERFORM PINPOINT TEST REPLACE STEERING GEAR PROGING MODULE CK AND RESET ALIGNMENT ROADTEST OK AWS Claim Key: 7643457 Doc #: 0203651. Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 150 AWS Claim Key: 7643457 Doc #: 0203651. Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 150 AWS Claim Key: 7643457 Doc #: 0203651. Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 150	WS Claim Key:	7531802	Doc#:	020	001301	Tra Co	ode:	E84	Labor	Hrs:	3	Labor	Cost:	29.5	Ma	iterial (Cost:	0	Tota	d Cost:	29.5		
Tech Comments: 3504E45 3 CK EPAS - DTC - C200D - 49-08 CLEAR AND RECALIBRATE STEERING ANGLE SENSOR ROADTEST AND RECHECK ALL SYSTEMS PASS	Ir Cd-Sub Cd:	12805-*	Name:	RO	B SIGHT F	ORD		Ph:	816-941	1200	St: MO		USA	Reg C	d:	NA	Repr	Date:08-N	1AY-20	13	DIST	Mile):	20391
15 15 15 15 15 15 15 15										TE STEE	RING A	NGLE S	ENSOR ROA	ADTEST #	ND	RECHE	CK AL	L SYSTEM	MS PAS	S			
DIF Cd-Sub Cd: 12805.* Name: ROB SIGHT FORD Ph: 816-9411200 St: MO Cd: USA Reg Cd: NA Repr Date:08-MAY-2013 DIST Cust Comments: ONE TAP DAY PROVIDED 12 T/UB F T/WD T/EF T/F AD T/WJ T/KX APR- APR- 153006 USA 26 5001 BB5Z 3504 HE F02 S10 AWS Claim Key: 7654888 Doc #: 02036502 Trx Code: E84 Labor Hrs: 2.8 Labor Cost: 275.33 Material Cost: 1197.97 Total Cost: 1473. DIF Cd-Sub Cd: 12805.* Name: ROB SIGHT FORD Ph: 816-9411200 St: MO Cd: USA Reg Cd: NA Repr Date:15-MAY-2013 DIST Cust Comments: MISC CUST WAS DRIVING AND LOST POWER STEERING, SEE HIST 3504E 2-E45.3-3504A 1.6-E8 1-3001A 4-A6E 2 TOTAL 2.8 DIAG EPAS STEERING DTCC200D49 PERFORM PINPOINT TES T REPLACE STEERING GEAR PROGRAMMENT ROADTEST OK 11 MIJK 88-86BG	FMHK8F86BO	172	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	APR-	APR-	153006	USA	25	6Y20		TAPI		F09	SXX	V99	A99
Cust Comments: ONE TAP DAY PROVIDED 12 T/UB F T/WD T/EF T/F AD T/WI T/KX APR APR 153006 USA 26 5001 BB5Z 3504 HE F02 \$10 2011 201	WS Claim Key:	7550891	Doc#:	020	013L	Tra Co	ste:	TAPI	Labor	Hrs:	0	Labor	Cost:	0	Ma	terial (Cost:	0	Tota	d Cost:	30		
Tech Comments: ONE TAP DAY PROVIDED	lr Cd-Sub Cd:	12805-4	Name:	RO	B SIGHT F	ORD		Ph:	816-941	1200	St: MO		USA	Reg Co	d:	NA	Repr	Date:08-N	1AY-20	13	DIST	Mile):2	0391
12 17/UB F 17/WD 17/EF 17/F AD 17/WJ 17/KX APR- 153006 USA 26 5001 BB5Z 3504 HE F0Z \$10 2011 25- 275.33 Material Cost: 1197.97 Total Cost: 1473. 2017		ONE TA	PDAY	PROV	/IDED																		
DIr Cd-Sub Cd: 12805-* Name: ROB SIGHT FORD Ph: 816-9411200 St; MO Cdry USA Reg Cd: NA Repr Date:15-MAY-2013 DIST Cust Comments: MISC CUST WAS DRIVING AND LOST POWER STEERING, SEE HIST 3504E 2-E45 3-3504A 16-E8 1-3001A 4-A6F 2 TOTAL 2 8 DIAG EPAS STEERING DTCC200D49 PERFORM PINPOINT TES T REPLACE STEERING GEAR PROGRAMMENT ROADTEST OK 11 MIJK 81-864G 12 T/UB F T/WD T/EF T/F AD T/W1 T/KX APR- APR- 153006 USA 26 6Y20 * TAP1 * F09 SXX 2011 2011 AWS Claim Key: 7643457 Doc #: 020365L Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 150	FMHK8F86BC	12	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	APR-	APR-	153006	USA	26	5001	BB5Z	3504	HE	F02	\$10	V87	H22 -
Cust Comments: MISC CUST WAS DRIVING AND LOST POWER STEERING, SEE HIST 3504E 2-E45, 3-3504A 1.6-E8, 1-3001A, 4-A6F 2 TOTAL 2.8 DIAG EPAS STEERING DTCC200D49 PERFORM PINPOINT TES T REPLACE STEERING GEAR PROGRAMMENT ROADTEST OK 1 T/UB F T/WD T/EF T/F AD T/W1 T/KX APR- APR- 153006 USA 26 6Y20 * TAP1 * F09 SXX 2011 2011 AWS Claim Key: 7643457 Doc #: 020365L Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 150	WS Claim Key:	7654888	Doc#:	020	36502	Trx Co	de:	E84	Labor I	Hrs:	2.8	Labor	Cost:	275.33	Ma	terial (ost:	1197.97	Tota	d Cost:	1473.3		
Tech Comments: 3504E 2-E45 3-3504A L6-E8 1-3001A 4-A6F 2 TOTAL 28 DIAG EPAS STEERING DTCC200D49 PERFORM PINPOINT TEST REPLACE STEERING GEAR PROGRAMMENT ROADTEST OK I MIJE 8F 86BG 1 T/UB F T/WD T/EF T/F AD T/W1 T/KX APR- APR- 153006 USA 26 6Y20 * TAP1 * F09 SXX 2011 2011 AWS Claim Key: 7643457 Doc #: 020365L Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 0 Material Cost: 0 Total Cost: 150	lr Cd-Sub Cd:	12805-*	Name:	ROI	B SIGHT FO	ORD		Ph:	816-941	1200	St: MO		USA	Reg Co	1 :	NA.	Repr	Date: 15-N	IA.Y-20	13	DIST	Mile):2	0531
MODULE CK AND RESET ALIGNMENT ROADTEST OK 11. 25.	ust Comments:	MISC CI	JST WA	SDR	IVING ANI	LOST	POWER S	STEERING	SEE HIS	T													
12 T/UB F T/WD T/EF T/F AD T/W1 T/KX APR- APR- 153006 USA 28 6V20 * TAP1 * F09 SXX 2011 2011 WS Claim Key: 7643457 Doc #: 020365L Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 150	ech Comments:								8 DIAG E	PAS ST	EERING	DTCC2	00D49 PERF	ORM PIN	POIN	VT TES	TREP	LACE STE	ERING	GEAR	PROGR	LAM	
Com	MUK 81-86UG	2	T/L/B	F	T/WD	T/EF	T/F	AD	T/WI	T/KX	APR-	APR-	153006	USA	26	6Y20		TAPI		F09	SXX	V99	A99
Control of the Contro	WS Claim Key:	7643457	Doc#:	020	365L	Tra Co	de:	TAPI	Labor I	les:	21.00	5.753	Cost:	0	Ma	terial (ost:	0	Tota	Cost:	150		
Dir Cd-Sub Cd: 12805-* Name: ROB SIGHT FORD Ph: 816-9411200 St; MO Cd; USA Reg Cd: NA Repr Date: 15-MAY-2013 DIST	ir Cd-Sub Cd:	12805-*	Name:	ROI	B SIGHT FO	ORD		Ph:	816-941	1200	St: MO	Ctry Cd:	USA	Reg Co	1:	NA	Repr	Date:15-N	1AY-20	13	DIST	Mile):2	0531

Cust Comments:

Tech Comments:

5 TAP DAYS PROVIDED

Any comments? You can contact



webmaster





CPOM

JACQUELINE C HERRITI**

ROBERT A RAPKIN

ANGELA K TROCCOL**

FRED DAVIS**

AMY L BENNECOFF**

CHRISTINA GILL ROSEMAN**

TARA L PATTEZSON

W. CHRISTOPHER COMPONOYO*

TIMOTHY I ABEEL R.*

JACOB U DINSBURO*

1-800-LEMON LAW

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BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

August 16, 2012

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

Re:

ROBERT M. SILVERMAN"

Certified by the New Jersey woreme Court as a Chil Triul

CRAIG THOR KIMMEL

Member, N.J. Bar Member, D.F. Bar Member, NY Bar

> 2011 Ford Explorer VIN: 1FMHK8D8XB0

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2011 Ford Explorer. I am enclosing the contract, registration, and repair slips. As you can see, my client has returned to the dealership for problems with the driver side door panel, a rattle from pillar on passenger front side, locks, navigation system, Bluetooth, oil leaking from engine, a noise from engine, oil on front windows, transmission, brakes, power steering, and left rear door latch.

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

I look forward to hearing from you.

_ _/ /

Very truly

Jacqueline C. Herritt

JCH/pm Attachments







KOONS OF SILVER SPRING, INC.

3111 AUTOMOBILE BLVD. SILVER SPRING, MARYLAND 20904

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

www.koons.com

LIMITED WARRANTY

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

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IS ACCURATE, L CHARGE TO OW OTHERWISE THA ANY WAY WITH A AVAILABLE FOR	ERVICING DEALER, I HEREBY INLESS OTHERWISE SHOWN NER. THERE WAS NO INDIC T ANY PART REPAIRED OR RE NAY ACCIDENT, NEGLIGENCE (1) YEAR FROM THE DATE O I BY REPRESENTATIVES OF FI	N, SERVICES DESCRIB ATION FROM THE APP SPLACED UNDER THIS C OR MISUSE, RECORDS IF PAYMENT NOTIFICATI	ED WERE P EARANCE OF LAIM HAD BE S SUPPORTE	PERFORMED AT IF THE VEHICLE EEN COMNECTE NG THIS CLAIM	NO OR O IN ARE	I ACKNOW	LEDGE REC	EIPT OF 1	HE PARTS

(DATE)

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION ARBITRATION DOCKET

ARBITRATION DOCKET
NO
HEARING DATE:
Court Room 2
City-County Building
7th Floor
9:00 A.M.

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE,

The Allegheny County Bar Association 11th Floor Koppers Bldg. 436 Seventh Ave, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on , 20____, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20)

DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE

ENTERED AGAINST YOU BEFORE THE HEARING.

IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON

APPEAL FROM A DECISION ENTERED BY A JUDGE.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA CIVIL DIVISION

AND		
Plaintiffs,		
vs.	No.:	
FORD MOTOR COMPANY,		
Defendant.		

COMPLAINT

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

BACKGROUND

3. On or about November 01, 2011, Plaintiffs purchased a new 2012 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMHK8D84CC

- 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 <u>excluding</u> other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$32,115.13. 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 warranty period, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective power steering. True and correct copies of the repair invoices are not in Plaintiffs possession, however they can be obtained from Defendant's authorized dealership.

COUNT I PENNSYLVANIA AUTOMOBILE LEMON LAW

- 11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
 - 12. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.
 - 13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.
- 14. Woltz and Wind Ford, Heidelberg, PA 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 November 01, 2011, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.
- 16. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.
 - 17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

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

- 18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:
 - (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or

- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.
- 19. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.
- 20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.
- 21. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.
- 22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.
- 23. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.
- 24. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.
- 25. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.
- 26. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

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

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

COUNT II MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

- 28. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
- 29. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.
- 30. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).
 - 31. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).
- 32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
 - 33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
- 34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

- 35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.
- 36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
- 37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

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

- 38. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
- 39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.
- 40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

- 41. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.
- 42. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.
- 43. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.
- 44. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

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

COUNT III PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

- 45. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
 - 46. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).
 - 47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).
- 48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

- 49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.
- 50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:
 - (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
 - (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
 - (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
 - (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
 - (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.
- 51. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.
- 52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.
- 53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."
- 54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

Robert A. Raplan, Esquire Attorney for Plaintiffs

30 East Butler Pike

Ambler, PA 19002

(215) 540-8888

VERIFICATION

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiffs, 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 Plaintiffs

All Action Details for Issue

Print

VIN: 1FMHK8D84CG

Year: 2012

Model: EXPLORER

Case

Name Symptom Desc: Owner Status: Original

WSD: 2011-10-31 Primary Phone:

Reason Desc: DEALER GENERATED INFORMATION ISSUE

Issue Type: 03 CONCERN

Secondary Phone: Issue Status: CLOSED

Initial Customer Contact: 10/26/2012

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 07467 WOLTZ & WIND FORD, INC.

Comm Type: OTHER

Odometer: 5601 MI Analyst Name: JIM. MORGA

Analyst: J-MOR238

Action Date: 09/24/2012

Action Time: 14.46.08.904

Action Data: No

Origin Desc: DEALER

Comments PART# BB5Z3504HE RACK ASM, ORDER NUMBERS R4615409101, THE PART IS ORDERED 9/10/12

Action: CREATE FOLLOW UP

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 5601 MI

Comm Type: PHONE

Analyst Name: CURRY, SCOTT Analyst: SCURRY15 Action Date: 09/25/2012

Action Time: 09.52.08.091 Action Data: Yes

Comments OBC TO SM JIM 412-279-4551 LM ON VM THAT NEED FCSD OR COR/DOR # TO COMPLETE ETRACKER

Data Element Name

Data Value

DATE OF FOLLOW UP:

09-26-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: PARTS ESCALATION

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 5601 Mi

Analyst Name: CURRY,SCOTT

Comm Type: PHONE Analyst: SCURRY15

Action Date: 09/26/2012

Action Time: 10.58.52.344 Action Data: Yes

Comments PART ON ETRACKER

Data Element Name

Data Value

PARTS DISTRIBUTION ETRACKER #:

PART NUMBER: PART DESCRIPTION: CRS ESCALATION? (Y/N): 11464428 BB5Z3504HE

RACK ASSEMBLY YES

WHY DELAYED?:

BACK ORDER

IS CUSTOMER IN RENTAL VEHICLE? (Y/N):

NO

Action: CREATE FOLLOW UP

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 5601 MI

Comm Type: PHONE

Analyst Name: CURRY, SCOTT Analyst: SCURRY15

Action Date: 09/26/2012

Action Time: 11.00.07.342 Action Data: Yes

Comments CSM SCOTT X77776- PART HAS BEEN PUT ON ETRACKER AND CSM WILL MONITER FOR UPDATES

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-03-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 5601 MI

Comm Type: PHONE Analyst Name: CURRY.SCOTT Analyst: SCURRY15

Action Date: 09/26/2012

Action Time: 11.16.50.582 Action Data: Yes

Comments ETRACKER UPDATE: ETA IS LATE OCTOBER, DUE TO SUPPLIER CAPACITY CONSTRAINTS, CSM

EMAILED UPDATE TO SM

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-26-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: PARTS ORDER STATUS - NATIONAL BACKORDER

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: DEALER

Odometer: 5601 MI

Comm Type: PHONE Analyst: J-MOR238

Analyst Name: JIM. MORGA Action Date: 10/10/2012

Action Time: 14.25.30.487

Action Data: No

Comments CUSTOMER HAS BEEN OUT OF VEHCILE SINCE 9/10/2012 DUE TO A BACK ORDERED STEERING GEAR. NO ETA ON PART, CUSTOMER QUESTIONING SALES STAFF IF THEY WOULD BE ABLE TO TRADE OUT OF THIS

VEHICLE TO ANOTHER FORD VEHICLE.

Action: FORD COVERED REPAIR MADE - WARRANTY

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: DEALER

Odometer: 5601 MI

Analyst Name: JIM. MORGA

Comm Type: OTHER Analyst: J-MOR238

Action Date: 10/24/2012

Action Time: 09.30.51.951

Action Data: No

Comments PART ARRIVED 10/23 VEHICLE READY TO BE PICKED UP

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: DEALER

Odometer: 5601 MI

Action Date: 10/25/2012

Comm Type: OTHER Analyst: J-MOR238

Analyst Name: JIM. MORGA

Action Time: 13.01.23.417

Action Data: No

Comments NEED ASSISTNACE ON RENTAL DAYS. PART BB5Z3504HE ON BACK ORDER SINCE 9/10 TOTAL OF

925.00 RO 31226 LINE 53 50/50 SPLIT ON RENTAL

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: DEALER

Odometer: 5601 MI

Analyst Name: JIM. MORGA

Comm Type: OTHER Analyst: J-MOR238

Action Date: 10/25/2012

Action Time: 13.42.45.996

Action Data: No

Comments NEED ASSISTNACE ON RENTAL DAYS. PART BB5Z3504HE ON BACK ORDER SINCE 9/10 TOTAL OF

925.00 RO 31226 LINE 53 50/50 SPLIT ON RENTAL

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: DEALER

Odometer: 5601 MI Analyst Name: JIM. MORGA

Comm Type: OTHER Analyst: J-MOR238

Action Date: 10/25/2012

Action Time: 15.55.47.642

Action Data: No

Comments SCOTT THE RENTAL BILL IS NOT 925.00 THE TOTAL IS \$1440.00. I KNOW THAT YOU WERE GOING TO

SPLIT THE RENTAL EXPENSE WITH US. THANK YOU

Action: PARTS ESCALATION - PART ARRIVAL

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 5601 MI

Comm Type: PHONE Analyst: SCURRY15

Analyst Name: CURRY, SCOTT Action Date: 10/26/2012

Action Time: 09.08.53.539 Action Data: Yes

Comments PART ARRIVED

Data Element Name	Data Value
DATE OF PART ARRIVAL AT DEALERSHIP:	10-23-2012
FORD PART? (Y/N):	YES
AFTERMARKET PART? (Y/N):	NO
CUSTOMER OPTED OUT? (Y/N):	NO

Action: CONCERN ADDRESSED

Dealer: 07467 WOLTZ & WIND FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 5601 MI

Comm Type: PHONE Analyst: SCURRY15

Analyst Name: CURRY,SCOTT

Action Date: 10/26/2012

Action Time: 09.38.05.050 Action Data: Yes

Comments CSM SCOTT X77776- PER A PREVIOUS CONVERSATION WITH SM, CSM HAS AGREED TO PROVIDE GOOD WILL ASST OF 50%. FOR RENTAL COVERAGE. CSM GAVE GOOD WILL CODE TO SM P & A 07467, RO 31226,

LINE 53, AMT \$720, P11 M08UZ

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	69
PARTS ESCALATION USED? (Y/N)	Υ
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)	Υ
ESTIMATED REPAIR COST(@WARR RATES) (\$)	1440
CUSTOMER'S SHARE OF REPAIR COST (\$)	0
DEALER'S SHARE OF REPAIR COST-P18 (\$)	720
DEALER'S SHARE OF REPAIR COST-OTHER(\$)	0
FORDS'S SHARE OF REPAIR COST-P11 (\$)	720
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

All Action Details for Issue

Print

VIN: 1FMHK8D84CG Name:

Year: 2012 Owner Status: Original Model: EXPLORER WSD: 2011-10-31

Symptom Desc: STRG/HANDLING FUNCTION

Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY

Primary Phone

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Secondary Phone:

Action: TIER ONE CLOSE ISSUE

Dealer: 07467 WOLTZ & WIND FORD, INC.

Odometer: 6000 MI

Analyst Name: OWENS-BAIO, MARIE

Action Date: 10/08/2012

Comm Type: PHONE

Analyst: MOWENSBA

Action Time: 16.09.42.747

Origin Desc: TIER ONE - MELBOURNE

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship SPOUSE

Comments -09/10/12 CUST LOST POWER STEERING-VEH WAS BROUGHT TO DLR-DLR ADV PART IS ON BACK ORDER-CUST VERY UNHAPPY W/ HOW LONG PART HAS BEEN ON BACKORDER AND HOW LONG VEH HAS BEEN DOWN FOR-CUST STATES THAT HE IS NOT SURE IF HE WILL BUY ANOTHER FORD AFTER THIS EXPERIENCE W/ PARTS DELAY-WOLTZ & WIND FORD-FORD CODE: 44D021-2100 WASHINGTON PIKE-HEIDELBERG, PA 15106-TEL: (866) 384-2889-THANK YOU FOR PROVIDING FORD WITH THIS INFORMATION AND WE APOLOGIZE IF YOUR VEHICLE HAS NOT MET YOUR EXPECTATIONS. ALL COMMENTS RECEIVED AT THE CUSTOMER RELATIONSHIP CENTER ARE SHARED WITH ENGINEERING IN ORDER TO CONTINUALLY IMPROVE THE QUALITY OF OUR VEHICLES, PLEASE KEEP YOUR RECEIPTS FOR IF IN THE FUTURE WE FIND A NEED TO ISSUE A RECALL OR A CUSTOMER SATISFACTION PROGRAM FOR THE CONCERN THAT YOU EXPERIENCED. IN THE FUTURE, WE RECOMMEND YOUR SERVICE BE PERFORMED BY A FORD/LINCOLN MERCURY DEALERSHIP, YOUR LOCAL FORD/LINCOLN MERCURY DEALERSHIP HAS FACTORY-TRAINED TECHNICIANS, THE MOST CURRENT ENGINEERING SERVICE INFORMATION, AND SPECIALIZED DIAGNOSTIC EQUIPMENT TO RESOLVE YOU VEHICLE CONCERNS. IF ADDITIONAL ASSISTANCE IS REQUIRED, WE SUGGEST YOU CONTACT THE SERVICE MANAGER AT YOUR LOCAL DEALERSHIP.-CSR REACHED OUT TO CSM SCOTT TO SEE IF THERE ARE ANY UPDATES TO ETA-PER CSM HE CHECKED EARLIER TODAY AND AT THIS TIME THERE ARE NO NEW UPDATES AND CURRENT ETA IS THE END OF OCTOBER DUE TO SUPPLIER CAPACITY CONSTRAINTS-CSR ADVICUST OF ABV

Ford Confidential

Server: AWS Prod

Claims loaded through: 30-OCT-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 31-OCT-12

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

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From: DCPFORM, FMCDealer (.)

Sent: Tuesday, March 05, 2013 7:32 PM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: bryanadams@bowenscarff.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: Bowen Scarff Ford-Lincoln Requesting Dealer Fleet: Bowen Scarff Ford-Lincoln

PA Code: 08588

Contact Person: Bryan Adams

Title: Svc Mgr

Phone Number: 2538135043

Fax Number:

Email: bryanadams@bowenscarff.com

Region: Seattle

Address: 1157 Central Ave North

City: Kent

State: Washington Zip Code: 98032

CUSTOMER VEHICLE INFORMATION:

WSD: 01/23/2012 Vehicle Year: 2012 Vehicle Model: Explorer

Vehicle VIN: 1FMHK8D83CG

Mileage: 27068

customer Fleet Name:

Street Address: City: SEATTLE State: Washington Zip Code:

Home Phone:

Work Phone: 2

Customer Region: SEATTLE DETAILS OF INCIDENT:

Accident

Date of Incident: 2013-02-20 County incident occurred: KING

Is customer alleging a component defect CAUSED the incident? YES

Details: CUSTOMER CLAIMS POWER STEERING ASSISTANCE FAILED DURING A TURN AND THEY WERE NOT ABLE TO COMPLETE THE TURN WITHOUT HITTING SOMETHING AND

CAUSING DAMAGE TO THE LEFT FRONT TIRE AND RIM.

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City: State: Zip Code:

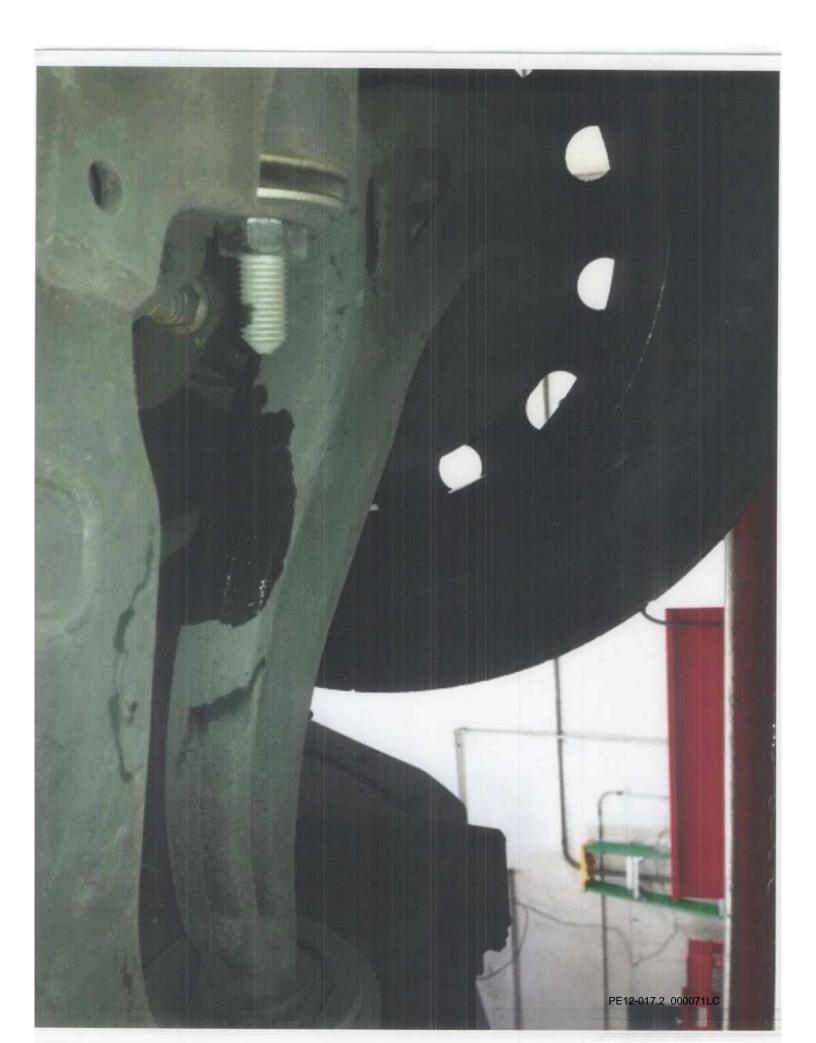
Vehicle Location: SERVICING DEALERSHIP

Attorney information:

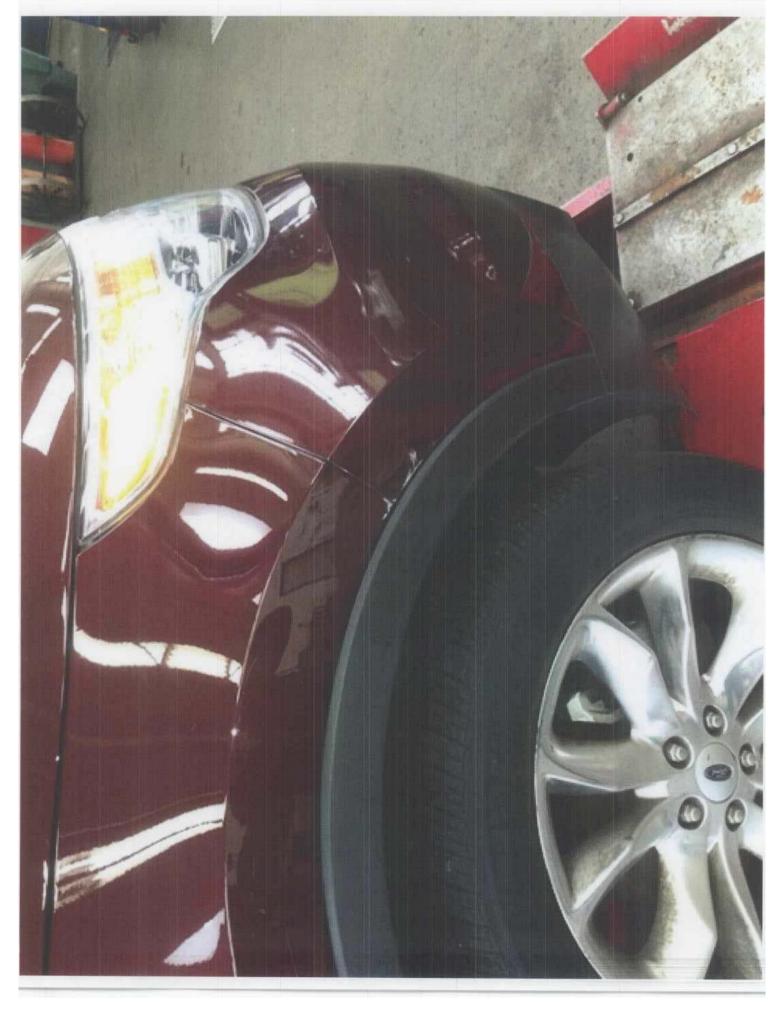
CVO Contact:

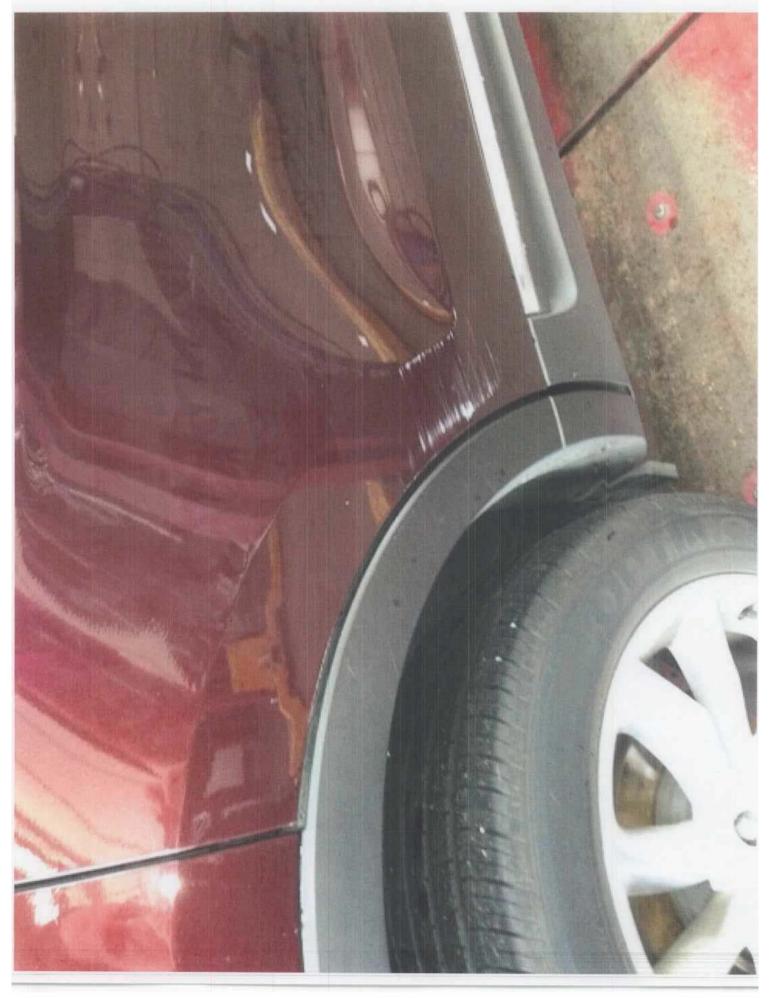
Resolution Customer is seeking: CUSTOMER REQUESTING VEHICLE BE REPAIRED AS THEY FEEL THIS IS STILL A WARRANTABLE PART FAILURE THAT CAUSED ADDITIONAL DAMAGE TO THE VEHICLE.

Comments: POWER STEERING RACK HAS FAULT CODES AND NO ASSISTANCE FOUND DURING DIAGNOSTICS THAT SUPPORT FAILURE CLAIM. TIRES WILL NEED TO BE REPLACED IN A SET TO MATCH FOR TREAD WEAR AND PREVENT 4X4 SYSTEM DAMAGE.

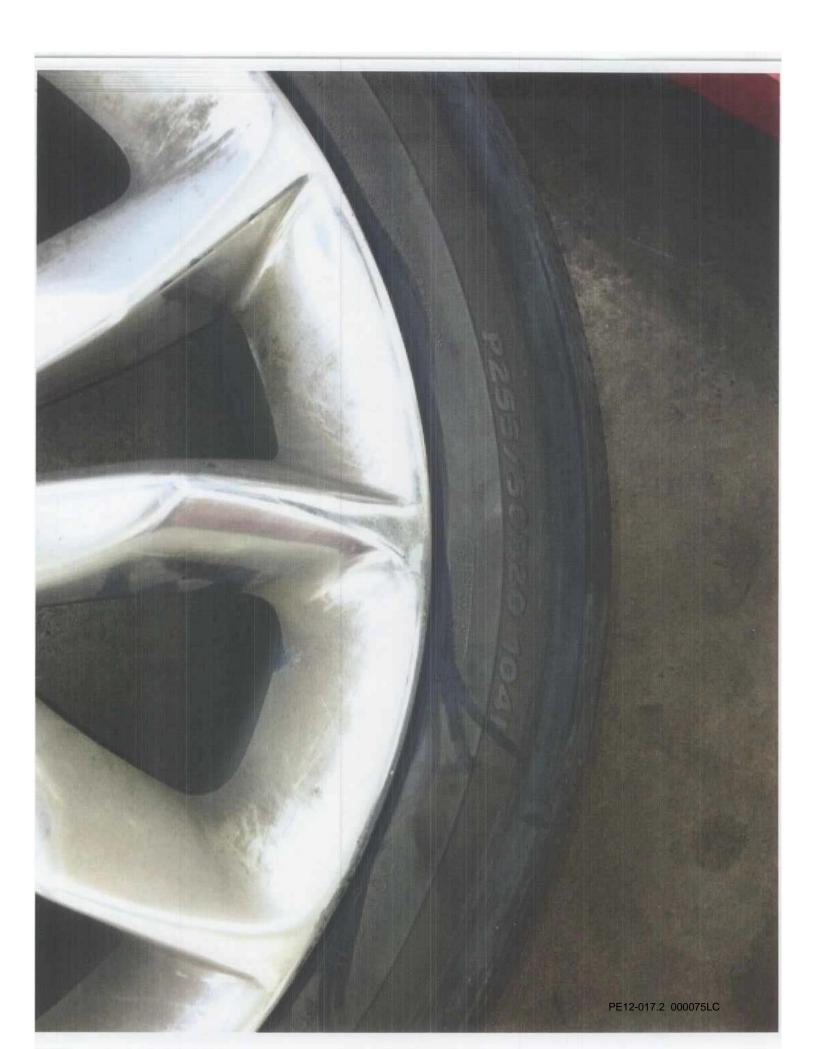








PE12-017.2 000074LC





JURY FILE PAID
THIS PATE:

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

and

Plaintiffs,

Case No.

VS.

FORD MOTOR COMPANY, a Delaware Corporation, FRIENDLY FORD, INC., a Delaware Corporation, a and FORD MOTOR CREDITCOMPANY, a Delaware Corporation, Jointly and Severally,

Defendants.

THE LIBLANG LAW FIRM, P.C. DANI K. LIBLANG (P33713) MICHAEL L. ROWADY (P56983) Attorneys for Plaintiff 346 Park Street, Suite 200 Birmingham, MI 48009 (248) 540-9270

COMPLAINT AND JURY DEMAND

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Plaintiffs, by their attorneys, The Liblang Law Firm, P.C., complain against the above named Defendants, as follows:

GENERAL ALLEGATIONS

- 1. Plaintiffs are residents of the City of Lambertville, Monroe County, Michigan.
- 2. Defendant, Ford Motor Company ("Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale, distribution and/or importing of Ford motor vehicles and related equipment, with its principal offices located in the City of Dearborn, Wayne County, Michigan.

- 3. Defendant, Friendly Ford, Inc. ("Friendly" or "Dealer"), is a Delaware corporation authorized to do business in the State of Michigan and at all times relevant hereto, was an authorized Ford Motor Company dealership, engaged in the business of selling, leasing and servicing Ford motor vehicles and acting as the agent of Defendant Manufacturer for purposes of deliverying the subject vehicle and performing warranty repairs under Defendant Manufacturer's new vehicle express written warranty, with its principal place of business located in the City of Monroe, Monroe County, Michigan.
- 4. Defendant, Ford Motor Credit Company ("Finance Co."), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the business of financing Ford motor vehicles, with its principal place of business located in the City of Dearborn, Wayne County, Michigan.
- 5. Upon information and belief, Defendants Manufacturer, Dealer and Finance Co., are closely connected entities with respect to the subject sales transaction. See, e.g., *Cessna Finance Corp v Warmus*, 159 Mich App 706, 709, 407 NW2d 66, 68 (1987).
- 6. On or about June 30, 2011, Plaintiffs leased a new 2011 Ford Explorer, VIN 1FMHK7D82BGA79604 (the "vehicle"), from Defendant Manufacturer, which motor vehicle was manufactured, distributed and/or imported by the Defendant Manufacturer and delivered through Defendant Friendly (see, AXZD-Plans Pricing Agreement, Ex. A).
- 7. At the time of the purchase, Plaintiff executed a lease contract ("Lease") with Defendant Friendly, which lease was assigned by Defendant Friendly to Defendant Finance Co. (see, Lease, Ex. B).
- 8. Defendant Finance Co., as the assignee and/or holder of the subject Lease and its close connectedness with Defendants Manufacturer and Dealer is subject to all of Plaintiffs' claims

and defenses against the Defendant Friendly and Defendant Manufacturer arising out of the above transaction.

- 9. Where, as here, a defective product is subject to a lease or finance contract, the seller and/or manufacturer must indemnify a Plaintiff who successfully asserts claims for breach of warranty and/or revocation. See, e.g., *Lycos v Gray Mobile Home Sales, Inc*, 76 Mich App 165, 167-168; 256 NW2d 63, 65 (1977).
- 10. At the time of delivery, the aforesaid vehicle was covered by Defendant Manufacturer's written express new vehicle warranty for a period of 36 month/36,000 mile "bumper to bumper," and a 5-year/60,000 mile Drivetrain Warranty (copies of the applicable warranty documents are in the possession of Defendants).
- Defendant Friendly for diagnosis and repair of various defects or conditions which prevented the vehicle from conforming to the Defendant Manufacturer's express new vehicle warranty, including but not limited to, defects or conditions which cause the power steering to fail and/or warning lights, "Power Steering Assist Fault" or "Traction Control Failure," requiring the vehicle to be shut down and restarted after a waiting period (copies of the repair orders in Plaintiffs' possession are attached as Ex. C).
- 12. Despite being provided with reasonable notice and opportunity to repair, including the repair attempts spanning at least 34 days out of service for repairs, Defendants have been unable to satisfactorily repair the vehicle and the defects and non-conformities that prevent the vehicle from conforming to the Defendant Manufacturer's written warranties, as well as the implied warranty of

merchantability arising under Michigan's Uniform Commercial Code, including but not limited to, the above described defects or conditions.

- 13. Upon information and belief, at the time of the aforesaid lease of the vehicle to Plaintiffs, Defendants knew or had reason to know of the propensity of 2011 Ford Explorer vehicles to suffer the above stated conditions but, failed to inform Plaintiffs of these propensities.
- 14. As a result of Defendants' inability to properly and timely diagnose and repair the aforesaid defects and non-conformities, the use, value and safety of the vehicle has been substantially impaired to Plaintiffs and Plaintiffs have otherwise lost faith in the vehicle.
- 15. Prior to filing this action, Plaintiffs notified Defendants of the foregoing defects and non-conformities.
- 16. Despite Plaintiffs' demand, Defendants have failed and/or refused to repurchase or replace the vehicle in accordance with MCL 257.1403, MCL 440.2967, or 15 USC 2301, et seq.
- 17. Plaintiffs seek damages in excess of \$25,000 and/or equitable relief and this cause is otherwise within the jurisdiction and venue of this Court.

COUNT I

<u>VIOLATION OF MICHIGAN LEMON LAW (MCL 257.1401, et seq.)</u> (DEFENDANT MANUFACTURER)

- 18. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint.
- 19. The foregoing defects were reported to Defendant Manufacturer and/or its authorized dealers within the time and mileage parameters of Defendant Manufacturer's written express new vehicle warranty and within one year from the date of delivery.

- 20. Pursuant to MCL 257.1403(6), Defendant Manufacturer was required to repair the continuing defects "even if the repairs need to be performed after the expiration of the manufacturer's express warranty."
- 21. Despite the continuation of the foregoing defects Defendant Manufacturer has failed and/or refused to repair the defects under warranty.
- 22. Plaintiffs have given Defendant Manufacturer reasonable notice and opportunity to cure.
- 23. Despite reasonable opportunity and notice, Defendant Manufacturer has failed to cure the aforesaid defects or conditions and the defects or conditions continue to exist.
- 24. Despite demand, Defendant Manufacturer has been unable, unwilling, or has otherwise refused to make warranty repairs or, alternatively, to refund Plaintiffs' purchase price, less the reasonable allowance for Plaintiffs' use of the vehicle as required by MCL 257.1403(1), together with Plaintiffs' out of pocket costs as permitted by statute.

WHEREFORE, Plaintiffs pray that this Honorable Court enter its Order requiring Defendants to refund Plaintiffs' purchase price, together with vehicle payments, taxes, insurance premiums, towing, rental reimbursement, interest, costs, and actual attorney fees as provided by MCL 257.1401, et seq., or in the alternative, that Plaintiffs be awarded damages in whatever amount they are found to be entitled, plus interest, costs, and actual attorney fees.

COUNT II

BREACH OF EXPRESS WARRANTIES

- 25. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint.
- 26. Plaintiffs are "lessees" under the Michigan Uniform Commercial Code, §2A-103(n).

- 27. Defendants are "lessors" under the Michigan Uniform Commercial Code, §2A-103(p).
- 28. The subject vehicle constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105 and/or UCC §2A-103(h).
- 29. This is a "transaction in goods" to which MCLA 440.2102 applies and/or a "lease" to which UCC Article 2A is applicable.
- 30. Plaintiffs' lease of the subject vehicle was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Dealer, under MCLA 440.2860, whereby said warranty was part of the basis of the bargain of the contract upon which Plaintiffs relied, between Plaintiffs and Manufacturer/Dealer for its sale of the the subject vehicle.
- 31. In this express warranty, the manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Dealer would provide repair of the subject vehicle free of charge to Plaintiffs under specific terms as stated in the express warranty.
- 32. In fact, Plaintiffs discovered the subject vehicle had defects and problems after Plaintiffs leased the subject vehicle as discussed above.
 - 33. Plaintiffs notified the Manufacturer and Dealer of the aforementioned defects.
- 34. Plaintiffs have provided the Dealer and the Manufacturer with sufficient opportunities to repair or replace the subject vehicle.
- 35. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty.

- 36. Manufacturer and Dealer have failed to adequately repair the subject vehicle and/or have not repaired the subject vehicle in a timely fashion, and the vehicle remains in a defective condition.
- 37. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the subject vehicle's defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to MCLA 440.2719(2) and/or MCLA 440.2953(2) and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b) and/or MCLA 440.2953(1).
- 38. The subject vehicle continues to contain defects which substantially impair the value of the vehicle to Plaintiffs.
- 39. The defects described herein could not reasonably have been discovered by Plaintiffs prior to Plaintiffs' acceptance of the subject vehicle.
- 40. Defendants Manufacturer and Dealer induced Plaintiffs' acceptance of the subject vehicle by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.
- 41. As a result of the aforesaid defects or non-conformities and Defendants' inability to repair same within a reasonable time, Plaintiffs have lost faith and confidence in the subject vehicle and Plaintiffs cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.
- 42. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiffs allege that as of the date of revocation, the subject vehicle was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and

tear. Therefore, Plaintiffs are entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

- 43. Defendants have refused Plaintiffs' demand and have refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled pursuant to MCLA 440.2860, MCLA 440.2958, and MCLA 440.2969.
- 44. As the holder and assignee of the subject lease, and a closely connected entity, Defendant Finance Co. is subject to all of Plaintiffs' claims and defenses against Defendants Manufacturer and Dealer.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

- A. Money damages in whatever amount above \$25,000, Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;
- B. Equitable relief, including but not limited to, a permanent injunction barring Defendant Finance Co., from reporting the subject lease transaction on Plaintiffs' credit history, cancellation of the subject lease contract and/or an Order requiring Defendant Manufacturer and/or Defendant Dealer to indemnify and hold Plaintiff harmless under the subject lease contract;
 - C. Such other and further relief as this Court deems just.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

45. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint.

- 46. Defendant Dealer is a "merchant" with respect to motor vehicles under the Michigan Uniform Commercial Code, MCLA 440.2104/UCC §2A-103(t).
- 47. The subject vehicle was subject to implied warranties of merchantability under MCLA 440.2862, and Defendants are barred from disclaiming said warranties under 15 USC 2308(a).
- 48. The subject vehicle was not fit for the ordinary purpose for which such goods are used.
- 49. The defects and problems hereinbefore described rendered the subject vehicle unmerchantable.
- 50. Defendants failed to adequately remedy the defects in the subject vehicle; and the vehicle continues to be in unmerchantable condition at the time of revocation.
- 51. As the holder and assignee of the subject lease, and a closely connected entity, Defendant Finance Co. is subject to all of Plaintiffs' claims and defenses against Defendants Manufacturer and Dealer.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

- A. Money damages in whatever amount above \$25,000, Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;
- B. Equitable relief, including but not limited to, a permanent injunction barring Defendant Finance Co., from reporting the subject lease transaction on Plaintiffs' credit history, cancellation of the subject lease contract and/or an Order requiring Defendant Manufacturer and/or Defendant Dealer to indemnify and hold Plaintiffs harmless under the subject lease contract;

C. Such other and further relief as this Court deems just.

COUNT IV

REVOCATION OF ACCEPTANCE

- 52. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.
- 53. The non-conformities described above were latent and not readily discoverable by Plaintiffs upon reasonable inspection and, further, Defendants represented that the aforesaid defects and non-conformities would be cured within a reasonable time.
- 54. Defendants have failed and/or refused to cure the aforesaid non-conformities within a reasonable time.
- 55. The non-conformities substantially impair the value of the vehicle to Plaintiffs in that the defects or conditions with the vehicle have rendered the vehicle dangerous and unpredictable to operate and have caused Plaintiffs to lose faith in the vehicle.
- 56. Plaintiffs has previously notified Defendants of said non-conformities and Plaintiffs' intent to revoke acceptance pursuant to MCLA 440.2967 and demand return of the down payment and payments made.
- 57. Defendants have nevertheless refused to accept return of the vehicle and have refused to refund Plaintiffs' payments, together with such incidental and consequential damages as are allowed by law.
- 58. Plaintiffs hereby offer again to tender the vehicle, in exchange for a refund of the down payment and payments made, together with cancellation of the contract, plus incidental and consequential damages.

59. As the holder and assignee of the subject lease, and a closely connected entity, Defendant Finance Co. is subject to all of Plaintiffs' claims and defenses against Defendants Manufacturer and Dealer.

WHEREFORE, Plaintiffs pray for Judgment against Defendants, jointly and severally, as follows:

- a. Money damages in whatever amount above \$25,000 Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;
 - b. Cancellation of the subject lease contract;
- c. Equitable relief, including but not limited to, an order requiring Defendants to delete the subject transaction from Plaintiffs' credit history and a permanent injunction barring Defendants from reporting any information regarding this transaction on Plaintiffs' credit history; and
 - d. Such other and further relief as this Court deems appropriate.

COUNT V

<u>LIABILITY UNDER MAGNUSON-MOSS</u> WARRANTY ACT (15 USC §2301 ET SEQ)

- 60. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.
- 61. This Court has jurisdiction to decide claims brought under 15 USC §2301 et seq, by virtue of 15 USC §2310(d)(1)(A).
 - 62. Plaintiff is a consumer as defined in 15 USC §2301(3).
 - 63. Defendants are suppliers and warrantors as defined in 15 USC §2301(4)(5).
- 64. The aforedescribed motor vehicle is a consumer product as defined in 15 USC \$2301(6).

- 65. The aforedescribed vehicle was delivered subject to a written warranty and/or a service contract as those terms are defined in 15 USC 2301(6) and 2301(8), respectively.
- 66. 15 USC §2301(a)(1), requires Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC §2304(d).
- 67. In connection with the aforesaid mechanical failures, which occurred during the time and mileage parameters of Defendant Manufacturer's written express warranty, Defendants failed to adequately repair same under the warranty within a reasonable time.
- 68. 15 USC §2310(d)(1) permits Plaintiff to bring an action against Defendants for any breach of express or implied warranty arising under state law, as well as any violation of the Act.
- 69. 15 USC §2308(a) prohibits Defendants from disclaiming the implied warranty of merchantability and 15 USC §2308(c) renders any attempted disclaimer invalid.
- 70. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on her by Defendants, Defendants have failed and/or refused to remedy within a reasonable time and without charge, the defects or non-conformities heretofore set forth in this Complaint.
- 71. As a result of Defendants' breaches of express and implied warranties, Defendants' failure to remedy same within a reasonable time and without charge to Plaintiff, and Defendants' other violations of the Act as set forth in this Complaint, Plaintiff has suffered the damages set forth in this Complaint.

72. As the holder and assignee of the subject lease, and a closely connected entity, Defendant Ally is subject to all of Plaintiff's claims and defenses against Defendants Manufacturer and Dealer.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle and refund Plaintiff's lease price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC §2310(d)(2) or in the alternative, that Plaintiff be awarded damages in whatever amount above \$25,000 Plaintiff is found to be entitled, plus interest, costs and actual attorney fees.

COUNT VI

MOTOR VEHICLE SERVICE AND REPAIR ACT (MCL 257.1301, et. seg.) - DEFENDANT FRIENDLY AND FINANCE CO.

- 73. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint.
- 74. Defendant Friendly is a "motor vehicle repair facility" as defined in MCL 257.1302(g), and is also Defendant Manufacturer's designated agent for purposes of performing diagnoses and repairs under Defendant Manufacturer's written warranty.
- 75. Michigan Administrative Rules, specifically Mich Adm Code, Rule 257.101(4), defines a "Contract" as "a written or oral agreement, understanding, arrangement or similar circumstances whereby a person agrees that another person perform work, labor, diagnosis, repair, reconditioning, replacement, adjustment, or alteration, directly or indirectly, upon a motor vehicle."
- 76. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(5), defines a "Customer" as "a person who inquires about, makes a request for, or purchases parts or services from a motor vehicle repair facility or one who seeks repairs or services under the terms of a warranty."

- 77. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(7), defines a "Facility" as "a place of business operated by an association, incorporated or unincorporated, or natural person or other legal entity, required to be registered under the act, which performs services for compensation directly or indirectly, with regard to motor vehicle repairs."
- 78. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(11), defines a "Repair" as "the reconditioning, adjustment, alteration, maintenance or diagnosis of the operating condition of a motor vehicle, with or without the replacement of any component or subassembly of a motor vehicle, for compensation or under the terms of a warranty."
- 79. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(12), defines a "Representation" as "a statement made by a facility to a customer in regard to some past, present, or future fact, circumstance, or set of facts pertinent to the contract."
- 80. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(13), defines a "Warranty" as "a guarantee given by a motor vehicle repair facility in writing or by implication, of the merchantability, the integrity of the subject of a contract or of the maker's responsibility for the replacement or repair of defective parts or services, or both, assuring performance, product, or conditions as promised or declared" (bold added).
- 81. Under the aforesaid Act, Defendants owe a duty to Plaintiffs and others to refrain from engaging in or attempting to engage in any "method, act or practice which is unfair or deceptive," as well as a duty to perform repairs in a competent workmanlike manner.
 - 82. Defendants breached the above duties in the following inexhaustive list of ways:
 - (a) Making, either written or orally, an untrue or misleading statement of a material fact;
 - (b) Failing to reveal a material fact, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer;

- (c) Failing to return replaced parts to the customer or, where the parts must be returned to the manufacturer, failing to allow the customer to inspect the parts;
- (d) Failing and/or refusing to allow Plaintiffs to see the results of diagnostic testing allegedly performed by Defendants;
- (e) Failing to give proper notice to the customer of the right to receive and/or inspect replaced parts;
- (f) Misrepresenting and/or failing to disclose material facts, including but not limited to, the nature of the defects and/or conditions complained of herein;
- (g) Failing to provide Plaintiffs with a full and complete explanation of Defendants' inability to repair the defects or conditions complained of;
- (h) Failing to have adequate policies and procedures in place to prevent violations of the Act;
- (i) Replacing parts with parts that were not merchantable and/or not fit for their intended purpose;
- (j) Such other and further violations as may be determined through further investigation and discovery.
- 72. The above described conduct by Defendants constitutes "unfair and deceptive practices" as defined in the Motor Vehicle Service and Repair Act, specifically but not limited to MCL 257.1307 and Administrative Rules applicable thereto.
- 73. The above described conduct by Defendants amounts to a wilful and flagrant violation of the Act.
- 74. As a result of Defendants' action above, Plaintiffs have suffered damages as set forth herein and are also entitled to statutory damages and attorney fees as provided in MCL 257.1336.
- 75. Defendant Finance Co., as the holder of the lease and a closely connected entity, is subject to all of Plaintiffs' claims and defenses arising out of the aforesaid transaction.

WHEREFORE, Plaintiffs pray for judgment against Defendants in whatever amount above \$25,000 Plaintiffs are found to be entitled, plus statutory double damages, interest, costs, and reasonable attorney fees.

COUNT VII

HOLDER LIABIITY AND INJUNCTIVE RELIEF (DEFENDANT FINANCE COMPANY)

- 76. Plaintiffs incorporate by reference all heretofore mentioned facts and allegations in this Complaint.
- 77. Pursuant to Article 2A of the Uniform Commercial Code and the common law of assignment, Defendant Finance Company, as an assignee of the lease contract, is subject to all of Plaintiff's claims and defenses arising out of the aforesaid lease.
- 78. Among the self-help remedies afforded to Plaintiffs is MCLA 440.2958(6), which provides that Plaintiffs have the right to deduct his damages from the contract price:
 - (6) Subject to the provisions of section 2A407, a lessee, on notifying the lessor of the lessee's intention to do so, may deduct all or any part of the damages resulting from any default under the lease contract from any part of the rent still due under the same lease contract.
- 79. Pursuant to 16 CFR 433.2, Defendant Finance Company, as an assignee of the lease contract, is subject to all of Plaintiffs' claims and defenses arising out of the aforesaid lease, to-wit:

In connection with any sale **or lease** of goods or services to consumers, in or affecting commerce as "commerce" is defined in the Federal Trade Commission Act, it is an unfair or deceptive act or practice within the meaning of Section 5 of that Act for a seller, directly or indirectly, to:

(a) Take or receive a consumer credit contract which fails to contain the following provision in at least ten point, bold face, type:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT

AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

16 CFR 433.2.

- 109. Despite the aforesaid statutes and Plaintiffs' right to withhold payment, it is Defendant Finance Company's standard practice to continue to attempt to collect under the lease and to report derogatory credit information on Plaintiffs' credit history unless restrained from doing so by Court order.
- 110. In the absence of a Court Order prohibiting further collection efforts and derogatory credit reporting, Plaintiffs will suffer irreparable harm, in that Plaintiffs will be impaired and/or barred from obtaining necessary credit for goods and services such as food, clothing, shelter, medical treatment, and insurance, as well as employment in sectors where credit reports are considered in hiring, promoting or retaining employees, and further, once derogatory credit information is reported it is nearly impossible to correct in a timely fashion and without incurring substantial hardship.
- 111. Defendant Finance Company would not be unduly burdened or prejudiced by having to await the outcome of Plaintiffs' claims against the co-Defendants in this action to report information on Plaintiffs' credit history.
- 112. As the holder and assignee of the subject lease, and a closely connected entity, Defendant Finance Company is subject to all of Plaintiff's claims and defenses against Defendant Manufacturer and, in the event that Plaintiffs elect a replacement vehicle, Defendant Finance Company must accept the replacement vehicle as substitution of collateral under the existing lease.

WHEREFORE, Plaintiffs pray for relief against Defendant Finance Company as follows:

- A. Damages in whatever amount above \$25,000 Plaintiffs are found to be entitled;
- B. That Defendant be ordered to delete the trade line concerning the subject lease account from Plaintiffs' credit history during the pendency of this action;
- C. That Defendant be permanently enjoined from reporting any information on Plaintiffs' credit history arising out of the subject transaction; and
- D. Such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial in the above entitled cause.

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,

DANIK LIBLANG (P33713)

MICHAEL L. ROWADY (P5698\$)

Attorneys for Plaintiff 346 Park Street, Suite 200 Birmingham, MI 48009

(248)540-9270

DATED: October 15, 2012

CUSTOMER #:





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P.O. BOX 710

PAGE 1

HOME: CONT:N/A SERVICE ADVISOR: 3818 BRANDON CALKINS CELL: BUS COLOR MAKE/MODEL LICENSE MILEAGE IN / OUT TAG YEAR VIN 11585/11585 T60"
PAYMENT INV. DATE FORD EXPLORER 1FMHK7D82BG T6075 DEL, DATE PROD. DATE WARR EXP. PROMISED RATE 03JUL12 20JUN11 WAIT 03JUL12 CASH 90.00 R.O. OPENED OPTIONS: STK:118775 DLR:02662 ENG:3.5 LITER TRN: AUTO

09:43 03JUL12 10:15 03JUL12

LINE OPCODE TECH TYPE HOURS LIST

A POWER STEERING LOCKED COMES ON MESSAGE CENTER, THEN STEERING LOCKS UP AND TRACTION CONTROL LIGHT COME ON. CUSTOMER WILL HAVE TO TURN

VEHICLE OFF TO GET IT TO RESET

CAUSE: NO CODES FOUND

NPF NO PROBLEM IDENTIFIED AT THIS TIME

999 HOUSE LIC#: 999

C62 0.00

0.00

NET

0.00

PARTS:

0.00 LABOR:

0.00 OTHER:

0.00 TOTAL LINE A:

0.00

TOTAL

11585 EEC TESTS, FOUND NO CODE PRESENT, RESET SYSTEM AND RELEASED TO CUSTOMER



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

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CUSTOMER #:

Copyright 2001 ADF INC. SERVICE INVOICE #8: AS-20





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MONROE, MICHIGAN 48161-3930 Phone (734) 243-6000 Fax (734) 242-7209

1739 PAGE 1 HOME: A\N: TNO! CELL: SERVICE ADVISOR: 3818 BRANDON CALKINS BUS COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG FORD EXPLORER 1FMHK7D82BG | 11910/11910 | T691 | PAYMENT | INV. DATE T6914 UG PROD. DATE WARR EXP. PROMISED RATE DEL. DATE PO NO. 20JUN11 17:00 17JUL12 95.00 CASH 17AUG12 R.O. OPENED OPTIONS: READY STK:118775 DLR:02662 ENG:3.5 LITER TRN: AUTO 17AUG12 17:06 16JUL12 17:41 LINE OPCODE TECH TYPE HOURS LIST TOTAL NET A POWER STEERING WENT OUT ON VEHICLE AND THE ADVANCED TRAC LIGHT CAME ON DASH CAUSE: 3504E STEERING GEAR ASSEMBLY - EPAS - DIAGNOSIS (3504/3A500) - L 9 POTRZEBOWSKI, JOHN LIC#: M210532 0.20 (N/C) 1 BB5Z*3504*HE GEAR ASY - STEERING (N/C) CORE CHARGE W (N/C)3504E8 STEERING GEAR PROGRAMMABLE MODULE INSTALLATION (PMI) - PROGRAM - TEST - L 9 POTRZEBOWSKI, JOHN LIC#: M210532 0.10 (N/C) 3504E45 STEERING GEAR ASSEMBLY EPAS -DIAGNOSTIC PINPOINT TEST (3504/3A500) - L (N/C) 9 POTRZEBOWSKI, JOHN LIC#: M210532 0.10 (N/C)3504E47 STEERING GEAR ASSEMBLY - EPAS TEST DRIVE - ROAD TEST AND PARKING LOT MANEUVERS (3504/3A500) - L 9 POTRZEBOWSKI, JOHN LIC#: M210532 w 0.30 (N/C) 3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3A500) - L 9 POTRZEBOWSKI, JOHN LIC#: M210532 W 1.60 (N/C) CAMBER, TOE-IN - CHECK - L 3001A CASTER, 9 POTRZEBOWSKI, JOHN LIC#: M210532 0.40 (N/C DESCRIPTION ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE STATEMENT OF DISCLAIMER ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. The factory warranty constitutes all of the warranties with respect to the sale of this item/tems. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/tems. LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX (SIGNED) DEALER GENERAL MANAGER OR AUTHORIZED PERSON CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

CUSTOMER COPY

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PAGE 2

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CUSTOMER COPY

PE12-017.2 000097LC

Print

VIN: 1FMHK7D82BC

Year: 2011

Model: EXPLORER

Case:

Name

Owner Status: Original Symptom Desc: STEERING/HANDLING STEERING WHEEL

WSD: 2011-06-30 Primary Phone: Secondary Phone:

Issue Type: 04 REGION

Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK

Issue Status: CLOSED

Initial Customer Contact: 07/26/2012

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR

Dealer: 02662 FRIENDLY FORD LINCOLN Origin Desc: US CONCERN CASE BASE

Comm Type: INBOUND CUSTOMER EMAIL Odometer: 11300 MI

Analyst Name: JOSE, GLAIZA Analyst: GJOSE15

Action Date: 07/25/2012

Action Time: 17.34.46.067

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Relationship FAMILY

Comments CUSTOMER SAID: THREAD ID: 1-6BWRMYCW:CHRISTINA MAKULINSKI 734-856-3522 CHRISTY208@YAHOO.COM (PLEASE SEE HISTORICALS)-2011 FORD EXPLORER-CUST FILED A COMPLAINT WITH THE NHTSA REGARDING HER 2011 FORD EXPLORER -AND IT'S POWER STEERING ISSUES POWER ASSIST FAILURE AND ADVANCE TRAC CONTROL ARE MESSAGES THAT HAVE APPEARED -AND NEARLY CAUSED ACCIDENTS WHEN DRIVING THE VEH-HAVE HAD THE VEH SERVICED ONCE IN WHICH THEY DID A COMPLETE MASTER RESET-THIS DID NOT CORRECT THE ISSUE-SO THEY HAD CUST BRING IT BACK IN-IT HAPPENED AGAIN ONLY THIS TIME, POWERING DOWN THE VEH DID NOT CORRECT THE PROBLEM-THIS ISSUE HAS HAPPENED 5 TIMES-DLR HAS HAD THE CAR NOW FOR OVER A WEEK WAITING FOR A BACKORDERED PART-CUST RESEARCH ON IT AND SEE THAT IT IS COMMON***FRIENDLY FORD LINCOLN 2800 N. TELEGRAPHMONROE MI 48162(734) 243-6000CRC 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-ADV CUST OF THE ABOVE PER SRT-ADV CSP 11A02 AND 12M01 -UNABLE TO ATTACH EMAIL-CAPTURED CW

Data	Element i	Name
------	-----------	------

Data Value

ESTIMATED COST OF REPAIR:

0

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD LINCOLN Odometer: 11300 MI

Comm Type: PHONE Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 07/26/2012

Action Time: 08.17.14.819 Action Data: No

Comments OB EMAIL TO SM TOM REQUESTING PART INFORMATION- ADVISED TO PLACE CUSTOMER IN LOANER

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD LINCOLN Odometer: 11300 MI

Comm Type: PHONE

Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195 Action Date: 07/26/2012

Action Time: 08.18.16.872 Action Data: No

Comments CUSTOMER HAS OPEN 11A02 MFT UPDATE PROGRAM ON HER VEH- WSD: 2011-06-30 =- NO RELATED REPAIRS ON FILE FOR STEERING CONCERN NO ESP ON FILE.

Action: CREATE FOLLOW UP

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 MI

Comm Type: PHONE Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 07/26/2012

Action Time: 10.32.56.380 Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship OTHER

Comments OBC TO CUSTOMER- CIONFIRMED CONCERN WITH STEERING FAILURE HAS HAPPENED TO HER FOUR TIMES- WHEN SHE WAS ON HER WAY TO THE DEALER- THE SYSTEM COMPLETELY FAILED AND SHE WAS STUCK ON THE SIDE OF A BUSY HWY= TOW TRUCK PICKED HER UP AND DEALER WAS NOT HAPPY TO HAVE TO COME AND GET HER. SHE STATES SHE HAD HER CHILDREN WITH HER IN 102 DEGREE WEATHER. STEERING ASSIST FAULT LIGHT CAME ON. CUSTOMER STATES PARTS ON ON BACKORDER AND DEALER HAS HER IN A TOYOTA RAV 4 FROM HERTZ- SHE NEEDS SOMETHING ELSE AS SHE HAS THREE CHILDREN- ADVISED CUSTOMER I WILL SPEAK WITH SM AND CLAL HER TOMORROW

Data Element Name

Data Value

DATE OF FOLLOW UP:

07-27-2012

TIME OF FOLLOW UP (HH:MM):

19:00

Action: CREATE FOLLOW UP

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 MI

Comm Type: PHONE Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 07/27/2012

Action Time: 10.12.35.120 Action Data: Yes

Comments OBC TO CUSTOMER-7348563522 -- CUST STATES HERTZ NEVER CALLED HER SO SHE CALLED THEM AND THE RENTAL AGENT WAS RUDE TO HER TELLING HER THAT BECAUSE OF HER HE HAS TO WORK OVERTIME. SHE ALSO STATES SOMEONE AT THE DEALER IS TELLING HER SEPTEMBER TO GET THE PARTS FOR HER VEHICLE. OBC TO DEALER- SM TOM- ADVISED OF CUSTOMERS EXPERIENCE WITH HERTZ- HE AGREE;D STATING HE WAS AWARE OF THEIR SERVICE- THEY ARE THE ONLY COMPANY THAT HAS RENTAL RIGHT NOW-CONFIRMS ETA ON PART IS SEPT- HE WILL SEND ME PART NUMBER FOR ESCALATION. (CUSTOMER PROVIDED CELL- 4193760061)

Data Element Name

Data Value

DATE OF FOLLOW UP:

07-30-2012

TIME OF FOLLOW UP (HH:MM):

19:00

Action: PARTS ESCALATION

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 MI

Comm Type: PHONE

Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195 Action Date: 07/30/2012

Action Time: 12.54.58.975 Action Data: Yes

Comments 11348157 - CUSTOMER IN LOANER

Data Element Name

Data Value

PARTS DISTRIBUTION ETRACKER #:

PART NUMBER: PART DESCRIPTION:

11348157 BB5Z3504HE STEERING RACK CRS ESCALATION? (Y/N):

WHY DELAYED?:

IS CUSTOMER IN RENTAL VEHICLE? (Y/N):

YES

BACKORDER

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

YES

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD LINCOLN

Odometer: 11300 MI Analyst Name: VEIT.KATHLEEN Analyst: KJOHN195

Comm Type: PHONE

Action Date: 07/30/2012

Action Time: 12.55.48.442 Action Data: No

Comments HERTZ PROVIDED CUSTOEMR A TRAVERSE AND WILL PROVIDE THEM AN EXPLORER TODAY.

Action: CREATE FOLLOW UP

Dealer: 02662 FRIENDLY FORD LINCOLN

Comm Type: PHONE

Odometer: 11300 MI Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 07/30/2012

Action Time: 14.23.29.419 Action Data: Yes

Comments OBC TO CUSTOMER-7348563522-- CONFIRMED CUSTOMER IS IN AN ACCEPTABLE LOANER- ADVISED

TBD ON PART BUT I AM SEEING WHAT I CAN DO. FU SET 08-06-2012

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-06-2012

TIME OF FOLLOW UP (HH:MM):

19:00

Action: CREATE FOLLOW UP

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 MI Analyst Name: VEIT.KATHLEEN Analyst: KJOHN195

Comm Type: PHONE

Action Date: 08/06/2012

Action Time: 11.03.04.194 Action Data: Yes

Comments WE ARE ATTEMPTIONG TO OBTAIN MORE PARTS FROM SUPPLIER- MAY BE SEPTEMBER BEFORE WE

RECEIVE THEM..

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-08-2012

TIME OF FOLLOW UP (HH:MM):

19:00

Action: CREATE FOLLOW UP

Dealer: 02662 FRIENDLY FORD LINCOLN

Comm Type: PHONE

Odometer: 11300 MI

Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 08/08/2012

Action Time: 09.17.53.028

Action Data: Yes

Comments OBC TO CUSTOMER- 7348563522- LMONVM

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-15-2012

TIME OF FOLLOW UP (HH:MM):

19:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 MI

Comm Type: PHONE

Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 08/09/2012

Action Time: 08.16.04.424 Action Data: No

Comments CUSTOMER HAS CONTACTED THE BBB= 774302212

Action: CREATE FOLLOW UP

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 Mi

Comm Type: PHONE Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 08/15/2012

Action Time: 12.45.51.158 Action Data: Yes

Comments SENT REQUEST TO SME FOR UPDATE ON PART.

Data Element Name

Data Value

DATE OF FOLLOW UP:

TIME OF FOLLOW UP (HH:MM):

08-17-2012

19:00

Action: PARTS ESCALATION - PART ARRIVAL

Dealer: 02662 FRIENDLY FORD LINCOLN

Odometer: 11300 MI Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Comm Type: PHONE

Action Date: 08/17/2012

Action Time: 08.53.50.192 Action Data: Yes

Comments PART ARRIVED

Data Element Name

Data Value

DATE OF PART ARRIVAL AT DEALERSHIP:

FORD PART? (Y/N):

AFTERMARKET PART? (Y/N): CUSTOMER OPTED OUT? (Y/N): 08-17-2012 YES

Action: CREATE FOLLOW UP

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 MI

Comm Type: PHONE Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 08/17/2012

Action Time: 09.04.21.184 Action Data: Yes

Comments OBC TO CUSTOMER- 7348563522- LMONVM

Data Element Name

Data Value

DATE OF FOLLOW UP:

TIME OF FOLLOW UP (HH:MM):

08-22-2012

19:00

Action: CONCERN ADDRESSED

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11300 MI

Comm Type: PHONE

Analyst Name: VEIT, KATHLEEN Analyst: KJOHN195

Action Date: 08/22/2012

Action Time: 12.36.48.934 Action Data: Yes

Comments OBC TO CUSTOMER- 7348563522 LM ON VM WITH CASE NUMBER AND CONTACT INFO

Data Element Name

Data Value

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

Print

VIN: 1FMHK7D82B0

Year: 2011 Name

Owner Status: Original

Model: EXPLORER WSD: 2011-06-30 Primary Phone

Case:

Symptom Desc:

Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS

Issue Type: 02 INFORMATION

Issue Status: CLOSED

Secondary Phone:

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER

Dealer:

Odometer: 11300 Mi Analyst Name: JOSE, GLAIZA Action Date: 07/25/2012

Comm Type: PHONE Analyst: GJOSE15

Action Time: 17.27.51.698

Origin Desc: MANUAL - PHONE CSR

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name CHRISTINA Middle Initial

Last Name MAKULINSKI Day Phone 7348563522 Relationship **FAMILY**

Comments CUSTOMER PROFILE UPDATE

Print

VIN: 1FMHK7D82BG Name: DAVID J MAKULINSKI

Year: 2011 Owner Status: Original Symptom Desc: STEERING/HANDLING STEERING WHEEL

Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY Issue Type: 01 INQUIRY Issue Status: CLOSED Model: EXPLORER

WSD: 2011-06-30

Primary Phone Secondary Phone:

Action: ADVISE CUST THAT INFORMATION WILL BE DOCUMENTED: THANK/APOLOGIZE

Dealer: 02662 FRIENDLY FORD LINCOLN

Origin Desc: US CONCERN CASE

Case:

BAŠE

Odometer: 11300 MI

Comm Type: INBOUND CUSTOMER

EMAIL

Action Date: 07/03/2012

Analyst Name: VILLAFLOR, LORDGIE

MEA

Analyst: LVILLAFL

Action Time: 18.51.41.887

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Day Phone Last Name

Relationship **FAMILY**

Comments CUSTOMER SAID: - THREAD ID:1-6BCP12- WHILE DRIVING ALONG, ALL OF A SUDDEN A WARNING LIGHT COMES - IT TOLD THAT THE POWER STEERING IS FAILING- THEN THE TRACTION CONTROL LIGHT APPEARS AND THE STEERING WHEEL LOCKS UP - TOOK THE VEH IN- DLR DID A SYSTEM RESET AND SAID THAT THE VEH MAY HAVE A RECALL BEING ISSUED SOON FOR THIS EXACT ISSUE- DOES NOT FEEL SAFE TO DRIVE IN BECAUSE IT COULD CAUSE AN ACCIDENT- HAS TO SHUT DOWN THE VEH AND RESTART THE SYSTEM- WAS TOLD TO GO BACK IF THIS WOULD HAPPEN AGAIN- IF AN ACCIDENT HAPPENS, FORD WILL BE HELD LIABLE FOR INJURIES AND DAMAGE- ALSO REQUESTING ANOTHER VEH IF THIS HAPPENS AGAIN- THIS IS A VERY DANGEROUS THING - THE CORPORATE NEEDS TO ADDRESS THIS IMMEDIATELY BEFORE AN ACCIDENT OR LIFE IS TAKEN*WRITER*CHRISTY MAKULINSKI CHRISTY208@YAHOO.COM 734-856-3522 ------FRIENDLY FORD LINCOLN 2800 N. TELEGRAPHMONROE MI 48162(734) 243-6000CRC ADVISED: WE RECOMMEND YOUR SERVICE/REPAIR BE PERFORMED BY A FORD/LINCOLN MERCURY DEALERSHIP I HAVE DOCUMENTED YOUR COMMENTS AND I WILL FORWARD A COPY TO YOUR SERVICING DEALERSHIP OF YOUR CHOICE. PLEASE CONTACT THE DEALERSHIP TO SCHEDULE A SERVICE APPOINTMENT. PLEASE BE ADVISED A DIAGNOSTIC FEE MAY BE CHARGED. IF ADDITIONAL ASSISTANCE IS REQUIRED, WE SUGGEST YOU CONTACT THE SM/CRM. THEY WILL FURTHER ASSIST IN FACILITATING YOUR SERVICE/REPAIR NEEDS.! JUST WANT TO CONFIRM, YOUR NEXT STEPS ARE TO DISCUSS THIS REPAIR WITH YOUR S/M AT YOUR SERVICING DEALERSHIP.- DID NOT SEND THE ABOVE PHRASEOLOGY- FOR DOCUMENTATION PURPOSES ONLY- ADVISED TO HABVE THE VEH DIAGNOSED IF AT ANYTIME THIS SAME CONCERN OCCURS IN THE FUTURE- INFORMED OF THE 11A02 AND 12M01 PROGRAMS---- CALLER WRITER INFORMATION WAS SAVED- UNABLE TO ATTACH EMAIL

Print

VIN: 1FMHK7D82BG

Name:

Symptom Desc: Reason Desc: SYNC Issue Type: 01 INQUIRY Year: 2011

Owner Status: Original

Issue Status: CLOSED

Model: EXPLORER

Case:

WSD: 2011-06-30 Primary Phone:

Secondary Phone:

Action: SYNC-TRAFFIC DIRECTIONS AND INFORMATION - INQUIRY

Dealer:

Origin Desc: IVT - IN VEHICLE TECHNOLOGY TEAM

Odometer: 1 MI Comm Type: PHONE Analyst Name: LAPANSEE, SARAH Analyst: SLAPANSE

Action Date: 05/14/2012 Action Time: 08.43.35.101 Action Data: Yes

Comments REASON FOR CALL: CALLER IS STATING THAT SHE IS TRYING TO DOWNLOAD DIRECTIONS AND IT IS SAYING DOWNLOAD INCOMPLETEROOT CAUSE: N/ATROUBLESHOOTING PERFORMED: SHE IS CURRENTLY DRIVING AND ON THE BLACKBERRY THAT IS PAIRED TO HER VEHICLE. SHE IS STATING SHE HAS ALREADY PULLED THE BATTERY, VERIFIED SIGNAL STRENGTH AND CALL VOLUME. I EXPLAINED SHE NEEDEDTO PERFORM A MASTER RESET AND A CLEAN PAIRING. SHE STATED SHE WILL CALL BACK RESULTS OF TROUBLESHOOTING: N/A ISSUE RESOLVED OR ONGOING: RESOLVED

Data Element Name	Data Value
ADDRESS POINTS	NO
ACTIVATION	NO
SUBSCRIPTION RECLAIM REQUEST	NO
PRICING	NO
TERM	NO
HOW TO USE TDI	NO
DOWNLOAD ERROR (DIRECTIONS)	YES
VEHICLE INELIGIBLE FOR TDI	NO
WEBSITE PROMPTING TO PAY FOR TDI	NO
TDI RENEW	NO
TDI DEMO MESSAGE	NO

Print

VIN: 1FMHK7D82RG Name:

Year: 2011 Owner Status: Original Model: EXPLORER WSD: 2011-06-30

Symptom Desc:

Primary Phone: Secondary Phone:

Reason Desc: MYTOUCH PERFORMANCE UPGRADE

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: INSTALLATION CONCERNS

Dealer:

Origin Desc: IVT - IN VEHICLE TECHNOLOGY TEAM

Odometer: 7768 MI

Comm Type: PHONE

Analyst Name: MENDEZ, MARIO Analyst: MMENDE36

Action Date: 04/02/2012

Action Time: 15.49.11.593 Action Data: Yes

Comments CUSTOMER CALLED BECAUSE SHE RECEIVED AN ERROR MESSAGE DURING THE UPGRADE.

WALKED CUSTOMER THROUGH THE MASTER RESET. ISSUE RESOLVED

Data Element Name	Data Value

INSTRUCTIONS NOT CLEAR(HOW DO I INSTALL)	NO
ERROR MESSAGE RECEIVED DURING INSTALL	YES
SYSTEM FROZEN	NO
INSTALL UNSUCCESSFUL (NO CLEAR ERROR)	NO
DO NOT SELECT (PLACE HOLDER)	NO
DO NOT SELECT (PLACE HOLDER)	NO
SYS NOT RECOGNIZE USB PORT-NO AUTO-START	NO
ASSISTANCE WITH MASTER RESET	YES
OTHER	NO

Server: AWS Prod

Claims loaded through: 01-NOV-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 02-NOV-12

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		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 c
FMHK7D82BG/	J2	T/UB	F	T/WD	T/EF	T/A	AD	T/WJ	T/KX	06- JUN- 2011	30-JUN- 2011	148434	USA	11	•	•	•	*	F09	sxx	V00	
AWS Claim Key:	3719426	Doc #:	22905	6A	Trx Cod	e:	12B36	Labor H	rs:	.8	Labor C	ost:	76.33	Mat	erial (Cost:	336.64	Total	Cost:	442.97		
Dir Cd-Sub Cd:	02662-*	Name:	FRIEN	NDLY FO	RD LINC	OLN	Ph:	734-2436	5000	St: MI	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:10-M	AY-201	2	DIST(Mile):8	541
Cust Comments: Fech Comments:	12B36 CO PERFOR				TED COO	LING FA	N, FAN F	AILED. RI	EPLACE	ED COOL	ING FAI	N AND REPR	OGRAM	MEC	PCM	. 12B36	В 0.8	officeral crossis.	elek melkent kala ayar	ALMOND IN COMME	Augustas	,
IFMHK7D82BO	U2	T/UB	F	T/WD	T/EF	T/A	AD	T/WJ	T/KX	06- JUN- 2011	30-JUN- 2011	148434	USA	13	6Y20	•	RENTAL		F05	S10	V89	C50 4
AWS Claim Key:	5034046	Doc #:	23340	4D	Trx Cod	le:	P11	Labor H	rs:	0	Labor C	ost:	0	Mat	erial (Cost:	0	Total	Cost:	1036		
Dir Cd-Sub Cd:	02662-*	Name:	FRIEN	NDLY FO	RD LINC	OLN	Ph:	734-2436000		St: MI	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:16-JU	L-2012		DIST(Mile): l	1910
Cust Comments: Tech Comments:							EMBLYR ED BY PA				.AY				Manager 23 Magaz 22	Proposition of the second					8-2-1 - - 1-1000	
IFMHK7D82BG/	U2	T/UB	F	T/WD	T/EF	T/A	AD	T/WJ	T/KX	06- JUN- 2011	30-JUN- 2011	148434	USA	13	5001	BB5Z	3504	HE	F05	S10	V89	C50 4
	4886031	Doc #:	23340	4A	Trx Cod	le:	E84	Labor H	rs;	2.9	Labor C	ost:	285.54	Mat	erial (Cost:	1046.86	Total	Cost:	1332.4		
AWS Claim Key:					DED LINC	OLN	Ph:	734-2430	5000	St: MI	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:16-JU	L-2012		DIST(Mile): l	1910
•	02662-*	Name:	FRIE	ADLA FC	ND LINE	OLIT																
AWS Claim Key; Dlr Cd-Sub Cd: Cust Comments:	POWER	STEERI	NG WE	NT OUT	ON VEH	ICLE ANI	THE AD					I DASH N ABS MOD										







Diversity

www.shainfeld-anvar.com brett@shainfeld-anvar.com

October 31, 2012

SENT VIA U.S. MAIL ONLY

Ford Motor Company Customer Relations Department P.O. Box 6248 Dearborn, MI 48126

Re:

v. Ford Motor Company

Vehicle:

2012 Ford Explorer

VIN No.:

1FMHK7D83CG

Notice of Representation by Counsel

Dear Sir or Madam:

Please be advised that in accordance with California *Civil Code* § 1793.22(b)(3), our office has been retained to represent Rene Martinez Gomez with regard to claims against Ford Motor Company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("California Lemon Law") and/or the Federal Magnuson-Moss Warranty Act with regard to the above-referenced vehicle.

Having now been advised as to our representation, <u>KINDLY CEASE AND DESIST FROM ANY FURTHER CONTACT OR COMMUNICATIONS</u>, <u>WRITTEN</u>, <u>VERBAL</u>, <u>OR OTHERWISE WITH OUR CLIENT</u>, thereby directing all future correspondence and communications regarding this matter to our office, exclusively. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

You are hereby notified that pursuant to California Civil Code § 1794(d) and/or 15 U.S.C. 2310(d), that any settlement made with our client requires the payment of our attorneys' fees and costs. If a settlement is reached between you and our client that does not make arrangements for the payment of our attorneys' fees and costs, we will be forced to file suit against you. In addition, through this correspondence, you are hereby notified of our attorneys' lien.

Our client is seeking relief for numerous defects and non-conformities present in his vehicle in addition to numerous unsuccessful repair attempts made to this vehicle. These defects and non-conformities include, but are not limited to the following:

SHAINFELD & ANVAR

A PROFESSIONAL CORPORATION

Ford Motor Company

Re: v. Ford Motor Company

October 31, 2012

Page 2

- 1. Defective steering system as evidenced by the power steering failing;
- 2. Defective steering system as evidenced by not being able to safely steer the vehicle;
- 3. Defective electrical system as evidenced by the power steering failure light illuminating;
- 4. Defective transmission as evidenced by the vehicle not shifting properly;
- 5. Defective transmission as evidenced by a click when shifting;
- 6. Defective braking system as evidenced by a clicking noise when moving forward;
- 7. Defective suspension system as evidenced by power steering failing; and
- 8. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed hereinabove constitute a substantial impairment of the use, value and/or safety of the vehicle. As a result of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. Accordingly, you are hereby notified that my client is revoking acceptance of this vehicle and my client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including all finance charges, all collateral charges, any trade-in value given, and incidental and consequential damages.

To avoid the unnecessary time and expense of litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees and costs. Please keep in mind that at this stage, our attorneys' fees and costs are minimal. It is our desire to resolve this matter as amicably and expeditiously as possible without the need for causing either party to incur any unnecessary expenses.

Accordingly, if you wish to proceed with a quick resolution of this matter, please feel free to contact my office. Please be advised that if the matter has not been resolved within fourteen (14) days from the date of this correspondence, we will have no choice but to file suit. To streamline the process, you may contact me via email at brett@shainfeld-anvar.com.

Very truly yours,

BRETT SHAINFELD

JFA Enclosure

Letter to Ford 10.31 12.wpd



12304 Santa Monica Blvd. Suite 221 Los Angeles, California 90025 Tel: (310) 442-1410 Fax: (877) 566-8828

www.shainfeldanvar.com

October 31, 2012

NOTICE OF LIEN

Research Ford Motor Company

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Shainfeld & Anvar, PC gives notice of a contractual lien for attornevs fees against ANY recovery in the above-referenced matter by Plaintiffs, Pursuant to California law, this lien is a priority lien.

This Notice of Lien is filed pursuant to *Hansen v. Jacobsen* (1986) 186 Cal. App. Ed. 350, 356-357, which provides that filing a Notice of Lien in a pending action is a proper method to give notice of the lien to all parties and their attorneys.

Any party or attorney for that party who, without knowledge of the lien, whether filed or not, distributes any funds to Plaintiff without first satisfying this lien may be held personally liable under theories including common counts, conversion, breach of fiduciary duty, etc. for the amount due under the lien pursuant to *Siciliano v. Fireman's Fund Insurance Co.* (1976) 62 Cal. App. 3d 745. 750-751, *Kaiser Foundation Health Plan, Inc. V. Aguiluz* (1996) 47 Cal. App. 4th 302; and *Miller v. Rau* (1963) 216 Cal. App. 2d 68.

Very truly yours,

BRETT SHAINFELD

All Action Details for Issue

Print

Case:

VIN: 1FMHK7D83C0

Year: 2012

Model: EXPLORER

Name:

Owner Status: Original

WSD: 2011-10-

08

Symptom Desc: INSTR/DISPLAY ELECTRONIC

Primary Phone:

Reason Desc: DEALERSHIP - NEGATIVE FEEDBACK

Secondary Phone

5232

Issue Type: 03 CONCERN

Issue Status: REDIRECT TO NEW

LOCATION

Initial Customer Contact:

10/29/2012

Action: TIER ONE OPEN ISSUE

Dealer: 05563 AIRPORT MARINA FORD

Origin Desc: TIER ONE -

MEĽBOURNE

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: MARRERO FERNANDO

Analyst: FMARRER1

. _.

Action Time:

Action Data: No

Action Date: 10/26/2012

15.18.00.690

Comments **SPANISH CALL**-CUST STATES-REAR FACING CAMERA DOES NOT DEACTIVATE WHEN GOING FROM REVERSE TO PARK. TOOK VEH TO DLR. DLR STATED A PART NEEDED TO BE REPLACED. PART IS ON ORDER. CUST HAS WAITED FOR TWO WEEKS. PART STILL NOT AVAILABLE. CUST NOW AT ANOTHER DLR TO ADDRESS CONCERNS. **CUST SEEKS**DLR NEGATIVE FEEDBACK**DLR STATES**AIRPORT MARINA FORD 5880 CENTINELA AVE.LOS ANGELES, CA 90045(877) 999-9546 **CSR STATES***THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS; YOUR OPINIONS ARE VALUABLE TO US. I HAVE DOCUMENTED YOUR EXPERIENCE.THIS INFORMATION WILL BE FORWARDED TO THE CUSTOMER RELATIONS MANAGER AT THE DEALERSHIP FOR THEIR REVIEW AND CONSIDERATION."-ADVICED CUST TO ADDRESS CAMERA CONCERN AT THE DLR WHERE VEH IS LOCATED (BUERGE FORD)BUERGE FORD11800 SANTA MONICA BLVD.LOS ANGELES, CA 90025(310) 820-2631

Action: TRANSFER ISSUE

Dealer: 05492 BUERGE FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: COLL, MARK

Analyst: MCOLL

Action Date: 10/29/2012

Action Time:

12.55.54.041

Action Data: No

Comments *CSM MARK EXT 77749, NOTE , AFTER REVIEW OF CASE NOTES, OBC TO BUERGE FORD * LVM FOR S/M GABE , REQUESTING REVIEW/UPATE ON THIS CASE

Action: CREATE FOLLOW UP

Dealer: 05492 BUERGE FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: COLL, MARK

Analyst: MCOLL

A -1' - - D -1 - 40/04

Action Time:

Action Date: 10/31/2012 Action Time: 13.14.03.138

Action Data: Yes

Comments *CSM MARK EXT 77749, OBC TO DLR, SPOKE TO S/M GABE, WHO SAYS VEH IS AT DLR, WAITING ON STEERING GEAR, PART TO BE RELEASED ON 11-02, CUST IS NOT IN A RENTAL, CSM REQUEST DLR CONTACT CUST TO KEEP HER UPDATED AND TO SEE IF THERE IS ANYTHING CSM CAN HELP WITH IN THE WAY OF CUST SATISFACTION, CSM OFFERS TO ASSIST WITH UPGRADED RENTAL IF NEEDED

Data Element Name
DATE OF FOLLOW UP: 11-06-2012
TIME OF FOLLOW UP (HH:MM): 20:00

Action: PARTS ORDER STATUS - NATIONAL BACKORDER

Dealer: 05492 BUERGE FORD

Odometer: 9000 MI Analyst Name: GABE HAVRILCHAK

AVRILCHAK **Analyst:** G-HAVRIL

Action Date: 11/02/2012

Action Time: 17.31.21.153

Action Data: No

Origin Desc: DEALER

Comments PART WAS DUE TO BE RELEASED TODAY 11/1/2012, NOW PART SHOWS NOT TO BE

Comm Type: VISIT

RELEASED TILL END OF YEAR.....VEHICLE IS HERE AT SHOP AND NOT DRIVABLE

Action: CREATE FOLLOW UP

Dealer: 05492 BUERGE FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: COLL, MARK

Analyst: MCOLL

Action Date: 11/06/2012

Action Time:

14.14.24.420

Action Data: Yes

Comments *CSM MARK EXT 77749 , OBC TO DLR * LVM FOR S/M GABE, REQUESTING UPDATE WITH PART DESCRIPTION, PART #, DOR/COR # AND DATE EMER ORDERED, WITH THAT CSM CAN SEND ESCALATION

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05492 BUERGE FORD Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: COLL, MARK

Analyst: MCOLL

0022,.....

Action Time:

Action Date: 11/07/2012

13.53.21.350

Action Data: No

Comments *CSM MARK EXT 77749 , OBC TO DLR SPOKE TO S/M GABE , WHO SAYS CUST HAS OPENED A CASE WITH DRS FOR BUY BACK * CSM TO ASSIST WITH PART , COR # 11012 ,

STEERING GEAR, PART # BB5Z3504HE, DATE EMER ORDERED, 10-26-2012

Action: PARTS ESCALATION

Dealer: 05492 BUERGE FORD Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: COLL, MARK

Analyst: MCOLL

Action Date: 11/07/2012

Action Time: 13.58.11.995

Action Data: Yes

Comments *CSM MARK EXT 77749 ADDING TO PART DELAY REPORT

Data Element Name

Data Value

PARTS DISTRIBUTION ETRACKER #:

11548033

PART NUMBER: PART DESCRIPTION:

BB5Z3504HE STEERING GEAR

CRS ESCALATION? (Y/N):

NO

WHY DELAYED?:

BACK ORDER

IS CUSTOMER IN RENTAL VEHICLE? (Y/N):

NO

Action: CREATE FOLLOW UP

Dealer: 05492 BUERGE FORD Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: COLL,MARK

Analyst: MCOLL

Action Date: 11/07/2012

Action Time:

13.59.09.804

Action Data: Yes

Comments *CSM MARK EXT 77749, MONITORING FOR PART ARRIVAL

Data Element Name

Data Value

DATE OF FOLLOW UP:

11-09-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 05492 BUERGE FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name:

Analyst: MCOLL

COLL, MARK

Analyst. MOOL

Action Date: 11/09/2012

Action Time: 14.47.14.271

Action Data: Yes

Comments CSM MARK EXT 77749, NOTE EMAILED SME FOR UPDATE

Data Element Name

Data Value

DATE OF FOLLOW UP:

11-15-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMHK7D83CG

Year: 2012

Model: EXPLORER Case:

Name:

Owner Status: Original WSD: 2011-10-08

Symptom Desc: STRG/HANDLING FUNCTION

Primary Phone:

Reason Desc: DEALERSHIP - NEGATIVE FEEDBACK Secondary Phone:

Issue Type: 03 CONCERN

Issue Status: CLOSED

Initial Customer Contact: 10/29/2012

Action: TIER ONE OPEN ISSUE

Dealer: 05563 AIRPORT MARINA FORD/FLEET

Origin Desc: TIER ONE -

MELBOURNE

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: MARRERO **FERNANDO**

Analyst: FMARRER1

Action Date: 10/26/2012

Action Time: 14.07.25.048

Action Data: No

Comments **SPANISH CALL**-CUST STATES--HAD LOSS OF STEERING. TOOK VEH TO AIRPORT MARINA DLR.DLR REPAIRED VEH. CONCERN IS BACK ON VEH. TOOK VEH TO BUERGE FORD, DLR DIAGNOSED VEH HAS A POWER STEERING FLUID ISSUE, **CUST SEEKS**NEG FEEDBACK= AIRPORT MARINA MISSED POWER STEERING ISSUE. **DLR STATES**AIRPORT MARINA FORD 5880 CENTINELA AVE.LOS ANGELES, CA 90045(877) 999-9546 **NEW DLR STATES**BUERGE FORD 11800 SANTA MONICA BLVD.LOS ANGELES, CA 90025(310) 820-2631 **CSR STATES**THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS: YOUR OPINIONS ARE VALUABLE TO US. I HAVE DOCUMENTED YOUR EXPERIENCE. THIS INFORMATION WILL BE FORWARDED TO THE CUSTOMER RELATIONS MANAGER AT THE DEALERSHIP FOR THEIR REVIEW AND CONSIDERATION.

Action: DUPLICATE CASE

Dealer: 05563 AIRPORT MARINA FORD/FLEET

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 9000 Mi

Comm Type: PHONE

Analyst Name: COLL, MARK

Analyst: MCOLL

Action Time:

Action Date: 10/29/2012

12.48.47.194

Action Data: No

Comments CSM MARK EXT 77749, CLOSING AS DUPLICATE CASE

Ford Confidential

All Action Details for Issue

Print

Case:

VIN: 1FMHK7D83C0

Year: 2012

EXPLORER Owner Status: Original

Model:

Name:

WSD: 2011-10-08

Symptom Desc: STRG/HANDLING STEERING COLUMN Reason Desc: MISC INQUIRY - FORD MOTOR COMPANY Primary Phone

Secondary Phone: 3

FEEDBACK

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE

Dealer: 05563 AIRPORT MARINA FORD

Origin Desc: TIER ONE -

MELBOURNE

Odometer: 8000 MI **Analyst Name: TORRES**

Comm Type: PHONE

(XTORRES2), XIONARY

Analyst: XTORRES2

Action Date: 09/06/2012

Action Time: 13.07.32.667

Action Data: No

Comments ***SPANISH CALL***-TOOK VEH TO DLR FOR RECALL-AFTER RECALL WAS PERFORMED THE HYDRAULIC DIRECTION ON THE STEERING WHEEL WAS NOT WORKING PROPERLY-DLR CHANGED OIL AND ADV THERE WAS AN ELECTRONIC PROBLEM BUT NOTHING WAS FOUND-WANTS TO SUBMIT A FORMAL COMPLAINT-AIRPORT MARINA FORD 5880 CENTINELA AVE.LOS ANGELES CA 90045(877) 999-9546 -CRC ADV:BASED UPON YOUR REQUEST I HAVE DOCUMENTED YOUR COMMENTS. THANKS FOR CALLING FORD MOTOR COMPANY.

Ford Confidential

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mamt

Indicator Summary

Help Exit

GCQIS Report Analysis

Report Summary

Report 1 of 3

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

Report#:

CKBAR001 NHL

Attachments: 0

Received: 11/02/2012

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle: 2012,EXPLORER 4X2 (U502) ,XLT ,4

DOOR ,MPV ,1FMHK7D83CC

Build Date: 09/20/2011

Odometer:

9,171 M

Engine:

3.5L CYCLO $\textbf{Calibration:} \ \ _{CUB1ST0A}$

YES

USA

Transmission:

6F55

Axle:

A/C:

Dealer: USA 05492 Buerge Ford

Phone#: (310) 820-

2631

City:

W Los Angeles

State:

California Country:

Originator:

Symptom:

2 2C 2 00 AID/INFO, REVERSE SENS, PERFORMANCE, UNKNOWN

Status:

VFG:

V17 ELECTRICAL ASSESSORIES

Additional

Symptom: REVERSE CAMERA DELAY

Fix:

Causal Component:

Condition Code:

Hotliner: JWIBERG5

Phone: 313 317-6313

Regn Cd: W1 Los Angeles

Engineering:

Phone:

TAR:

Dir Contact:

Phone: 000 000-0000

Title Cde: T

KOEO: KOEC: KOER:

Comments:

REPAIR

11/02/2012 08:18AM JAMES WIBERG MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: R.O STATES REVERSE CAMERA STILL OPERATING ONCE PUT INTO GEAR DIAGNOSTICS: NETWORK TEST ALL MODULES PASS. CM TEST CODES C1B00-80-28-ABS U0253-00-28 ABS-C200D-48-08-PSCM THEN SELF TEST PAM IT PASS AND HAS NO CODES. BUT IF THE TRANS SELECTOR IS SET ON REVERSE THE PARKING AID VIDEO WORKS AND STAYS THERE EVEN IF YOU SET THE SHIFTER TO NEUTRAL OR DRIVE.BUT IF YOU START TO DRIVE THE VCL A DISTANCE ALMOST 1/2 A BLOCK PARKING AID VIDEO CLEARS AND GOES TO NORMAL DISPLAY.UNTIL YOU GO BACK TO SET SHIFTER ON REVERSE. THERE OASIS HAS NO SSM OR TSBS LISTED AND WSM HAS NOTHING RELATED TO THIS TYPE OF CONCERN. PARTS REPLACED: NONE TECH QUESTION: MY QUESTION IS WHAT CAN BE CAUSING THIS TYPE OF PROBLEM IF SHIFTER IS SET IN REVERSE THE VIDEO STAYS THERE YOU CAN USE THE SHIFTER WITH VCL PARKED FROM REVERSE TO NEUTRAL AND DRIVE REVERSE VIDEO WILL STILL BE THERE. UNTIL YOU DRIVE THE VCL FOR 1/2 OF BLOCK IT GOES BACK TO NORMAL DISPLAY IS THERE ANY REPORTS ON SIMILAR PROBLEMS TO THE HOT LINE ANY SUGGESTIONS OR ADVISE THANKS.

RECOMM 11/02/2012 08:18AM JAMES WIBERG MSS - FCSD - TECH SVC HOTLINE VICTOR, THE CONDITION BEING DESCRIBED IS LIKELY A CHARACTERISTIC OF THE REAR VIDEO CAMERA DISPLAY. NORMAL OPERATION OF THE VIDEO CAMERA DELAY FEATURE KEEPS THE IMAGE DISPLAYED ON THE FDIM UNTIL THE VEHICLE REACHES 8 KMH (5 MPH) WHEN THE VEHICLE IS SHIFTED OUT OF REVERSE OR IF ANY BUTTON ON THE FDIM IS PRESSED. THE VIDEO CAMERA DELAY FEATURE CAN BE DISABLED WITHIN THE FDIM. THIS INFORMATION CAN BE FOUND IN SECTION 413-01 OF THE ONLINE WORKSHOP MANUAL UNDER 'PARKING AID-VIDEO'. NOTE THAT THE DTCS THAT YOU HAVE LISTED INDICATE A FAILURE OF THE PSCM. RECOMMEND THAT YOU CLEAR THE DTCS AND DRIVE THE VEHICLE. IF THE

C200D AND C1B00 RETURN, REPLACE THE EPAS GEAR PER WORKSHOP MANUAL PROCEDURES AND ROAD TEST TO ENSURE PROPER STEERING OPERATION.

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Requester: LBINGHAM

12-Nov-2012

Report Summary **Server:** FCWS686

Ford Proprietary, Private

Retention: None

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Report 2 of 3

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Report Detail Section: View Details

Attachments: 0

Report#:

10/26/2012

CCRG/EPRC:

Reviewed Status:

Date:

Received:

Vehicle:

2012, EXPLORER 4X2 (U502), XLT, 4

Build Date: 09/20/2011

Odometer:

9,171 M

Engine:

3.5L CYCLO Calibration: CUB1ST0A

Transmission:

6F55

Axle:

State:

A/C:

YES

Dealer:

USA 05492 Buerge Ford

DOOR ,MPV ,1FMHK7D83CQ

Phone#:

(310) 820-2631

City:

W Los Angeles

USA California Country:

Originator:

Symptom:

2 27 2 68 AID/INFO, WNG IND/MESS/C, ADV TRAC, STAYS ON

Status:

VFG:

V21 BRAKING

Additional Symptom:

ADV TRAC MIL AND LOSS OF ASST.

Fix:

Causal Component:

Condition Code:

Hotliner: JWIBERG5

Phone: 313 317-6313

Regn Cd: W1 Los Angeles

Engineering:

Phone:

TAR:

Dir Contact:

Phone:

Title Cde: T

KOEO:

KOEC: C1B00:86 C200D

KOER:

Comments:

REPAIR

10/26/2012 08:13AM JAMES WIBERG MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN:CUSTOMER STATES ADVANCE TRAC LIGHT ON AND LOST POWER STEERING ASSIST. TEST DROVE VEHICLE AND COULD NOT DUPLICATE CONCER, BUT THE CONCERN WAS VERIFIED BY THE SERVICE ADVISOR DIAGNOSTICS: CHECK OASIS, NO TSB OR SSM FOUND FOR THIS CONCERN. RETRIEVED MEMORY CODES PARTS REPLACED: NONE TECH QUESTION: ARE THERE ANY KNOWN PROBLEMS FOR THIS CONCERN? AND IF NO,

HOW SHOULD PROCEDE WITH MY DIAGNOST?

RECOMM 10/26/2012 08:13AM JAMES WIBERG MSS - FCSD - TECH SVC HOTLINE RENE, THIS CONCERN AND ASSOCIATED DTCS HAVE BEEN KNOWN TO BE CAUSED BY AN INTERNAL FAILURE OF THE EPAS GEAR. DTC DTC C1B00:86 INDICATES THAT THERE HAS BEEN AN ERROR DETECTED BY THE ABS MODULE REGARDING THE STEERING WHEEL ANGLE SIGNAL, LIKELY DUE TO AN INTERNAL FAULT WITH THE EPAS STEERING GEAR. DTC C200D WILL SET IF THE PSCM DETECTS AND ERROR FROM IT'S OWN STEERING MOTOR ROTATION SENSOR, DUE TO INTERNAL FAILURE. GIVEN THE INFORMATION THAT YOU HAVE PROVIDED, IT IS RECOMMENDED TO REPLACE THE EPAS STEERING GEAR AS DIRECTED IN PINPOINT TEST B OF THE INTERACTIVE VEHICLE DIAGNOSTICS FOUND IN SECTION 211-00A OF THE ONLINE WORKSHOP MANUAL UNDER THE DIAGNOSIS AND TESTING DROP-DOWN SUB-SECTION.

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Requester: LBINGHAM

Report Summary Server: FCWS686 Ford Proprietary, Private

12-Nov-2012

Retention: None



5880 CENTINELA AVENUE LOS ANGELES, CALIFORNIA 90045

(310) 649-2222

5425 GROSVENOR BOULEVARD LOS ANGELES, CALIFORNIA 90068

				CELL		
131564	MICHAEL BRIS	SENO 147	1 7317	09/05/12	FOCS497033	
	LABOR RATE L	ICENSE NO.	7,994	CINNAMON ME DELIVERY DATE	120012 DELIVERY MILES	
LOS ANGELES, CA	12/FORD TRUC		4DR FWD XLT	10/08/11 SELLING DEALER NO.	PRODUCTION DATE	
	1 F M H K 7	D 8 3 C G		R.O. DATE 09/04/12		
BUSINESS PHONE	COMMENTS			09/04/12		
LABOR & PARTS J# 1 44FOZLOF1P 1ST APPT LOF FIRST SCHEDULE APPT CHANGE OIL AND FILTER, ROTATE TIRE TIRE PRESSURES FIRST SCHEDULE APPT	TECH(S):1	565	INTERNAL	BY LAW YOU MAY LICENSED SMOG O PERFORM ANY NE ADJUSTMENTS WHIO TEST INDICATES ARE	CHECK FACILITY TO EDED REPAIRS OR TH THE SMOG CHECK	
CHANGE OIL AND FILTER, CHECKED AND ROTATE TIRES AND SET TIRE PRESSURE PARTSOTYFP.NUMBERDESCRI	PTION		E- Internal	VEHICLE. WE DO NO SIBILITY FOR LOSS	UABLES FROM YOUR T ASSUME RESPON- OR DAMAGE FOR	
JOB # 1 1 FL-500-S FILTER JOB # 1 1 PKXOKIT2-20 6QT 20 JOB # 1 6 XO-5W20-BSP 5W20 M	306	3 # 1 TOTAL PART TAL LABOR & PART	INTERNAL INTERNAL S 0.00	DISCLAIMER OF WARRANTIES The seller hereby expressly disclaims warranties, either express or implinctuding any implied warranty		
J# 2 03F0Z STEERING/SUSPENSION CUSTOMER STATES POWER STEERING FAI ONCE NOW ITS WORKING OK CK/ADVISE NO CODES NO PROBLEM FOUND WAS TEST	TECH(S):1 LED STEERING GOT F DRIVENE	1463 IARD	WARRANTY			
PARTSQTYFP-NUMBERDESCRI	308	UNIT PRIC B # 2 TOTAL PART OTAL LABOR & PART	5 0.00	ALL PARTS INST UNLESS SPECIFIE BEING USED OR R	ALLED ARE NEW D OTHERWISE AS	
J# 3 02F0Z BRAKES CUSTOMER STATES THERES A CLICKING AND BACKWARD CK/ADVISE ALL NORMAL NO PROBLEM FOUND+	TECH(S):1	463		NOTICE TO CONSUMER: PL READ IMPORTANT INFORMATIO REVERSE SIDE.		
PARTSQTYFP-NUMBERDESCRI				(**HAZARDOUS MATERIAL) Removal cha all hazardous materials removed from automobile that must be disposed of hazardous waste. B.A.R. REG. # ARD-191863		
		TAL LABOR & PART		E.P.A. # CAI		
MISCCODE	L & FILT	ONTROL NO TOTAL - MISC	INTERNAL 0.00	SMOG LIC # E.P.A. # CAI		
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)			•-			
PAGE 1 OF 2 CUSTOMER COPY	AO:DI	ITINUED ON NEXT PA	AGE 09:27pm			



5880 CENTÍNELA AVENUE LOS ANGELES, CALIFORNIA 90045 Part of the NOARUS Auto Group (310) 649-2222

5425 GROSVENOR BOULEVARD LOS ANGELES, CALIFORNIA 90066

TOMER NO.	ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO.
131564	MICHAEL I	BRISENO 147	1 7317 MILEAGE	09/05/12	FOCS497033
	YEAR / MAKE / MODE			CINNAMON ME	120012 DELIVERY MILES
		: TRUCK/EXPLORER/	4DR FWD XLT	10/08/11	DELIVERY MILES
S ANGELES, CA	VEHICLE I.D. NO.	K 7 D 8 3 C G		SELLING DEALER NO.	PRODUCTION DATE
	F.T. E. NO.	P.O.		R. O. DATE	
DENCE PHONE BUSINESS PH	ONE COMMENTS			09/04/12	
				BY LAW YOU MAY	0110005 111051
WISH TO THANK YOU FOR YOUR PATR THE LONGEST FORD NOW HAS THE LON NEW EXTENDED SERVICE HOURS 7:00-	GEST SERVICE HOURS*	TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G	. 0.00	LICENSED SMOG C PERFORM ANY NE ADJUSTMENTS WHIC TEST INDICATES ARE	CHECK FACILITY EDED REPAIRS OF THE SMOG CHE
MONDAY-FRIDAY AND SATURDAYS 8:0 NEW SERVICE DEPT DIRECT LINE EASE CALL AND SET YOUR NEXT SERVICES & LABOR WARRANTY IS 12 MONTH WE VALUE YOUR BUSINESS IF YOU	OAM-5:00 PM * *************** 1S ** 310-649-2222** ICE APPT TODAY!!!!! S OR 12K MILES	TOTAL MISC CHE TOTAL MISC DIS TOTAL TAX	C 0.00 C 0.00	IMPORTANT: REMO' PROPERTY AND VAL VEHICLE, WE DO NO SIBILITY FOR LOSS ARTICLES LEFT IN YO	UABLES FROM YO T ASSUME RESPO OR DAMAGE F
OR CONCERNS PLEASE CONTACT YOU OR PARTS AND SERVICE DIRECTOR HANK YOU.	R SERVICE ADVISOR LEONARD FERRIGNO			DISCLAIMER O The seller hereby ex warranties, either including any immerchantability or fit purpose, and nei authorizes any othe for it any liability in	express or impli- plied warranty ness for a particu- ther assumes in r person to assu
CUSTOMER SIGNATURE				sale of said products ALL PARTS INST. UNLESS SPECIFIE BEING USED OR RI NOTICE TO CON	S. ALLED ARE NI D OTHERWISE EMANUFACTURE
				READ IMPORTANT REVERSE SIDE. ("HAZARDOUS MATER all hazardous materia automobile that must	INFORMATION (IAL) Removal charge is removed from
					981992233
				SMOG LIC (E.P.A. # CAI	
·					







MONDAY - FRIDAY 7:30 AM TO 6:00 PM TTS HOURS: SATURDAY 9:00 AM TO 5:00 PM S RELEASED AFTER SERVICE HOURS www.buerse.com

BUFRGE FORD 11800 Santa Monica Boulevard Los Angeles, CA 90025 T. (310)820-2631 x2300

** In Progress **

SO #: 124189 Tag #: 9279

Correction:

* Service Invoice Customer Copy *

Auth#:

Amount

1234567891234

Customer No: 99	95704	Advisor: Jason			Invoice Date: 11/20/2012 Term: CASH			
		Licens	e No	Odometer In 9171	Odometer Ou 9173	ıt Delive	ry Date	Stock No
LOS ANGELES, CA Home: (000) 000-0000 Bus: (000) 0	00-0000	Year 2012	Make FORD	Model EXPLO	RER	Model No		Color MAROON
Cell: Today:(000) 0 Email:	00-0000	ì	e ID No 7D83CG	Selling	Dealer	SO Date 10/25/2012	InServ Date	Location

Request/Complaint CSR# Type WARRSP SERVICE ADVANCTRAC MESSAGE AT DASH, VEHICLE LOST POWER STEERING. REPLACED POWER STEERING GEAR, RECHECKED AND 7898 WARRSP ROAD TESTED OK BB5Z 3504 HE **GEAR ASY - STEERING** WS340 80 Technician Cause:

FAULTY ELECTRONIC POWER STEERING CONTROL MODULE 2219D, 3504A, 3504E, E8, E45, E47, 3001A, A6F, A6BT 9176 MILES OUT - 3.9 - TEST DROVE VEHICLE AND COULD NOT DUPLICATE CONCERN, CHECK OASIS.

NO TSB PR SSM FOUND FOR THIS CONCERN. SELF TEST ABS, RETRIEVE MEMORY CODES, C1B00: 86-ABS, U0253:28-IPC AND C200D:49-PSCM. DIAGNOST CODE C200D:49- STORED IN THE PSCM AND LEAD ME TO REPLACED STEERING GEAR ASSEMBLY, CONTATEC HOT LINE FOR ASSISTANCE AND ADVISED ME TO REPLACED STEERING GEAR ASSEMBLY, REPLACED EPAS STEERING GEAR ASSEMBLY, CLEARED CODES AND SYSTEM

PASSED. CHECK ALIGNMENT, SET FRONT AND REAR TOE TO SPECS -TECH 80

Request Total 0.00 CHECK AND SET TIRE PRESSURE 2 TP ΤP SET TO SPEC w 7898

> Technician 80

REMSED ESTIMATE

NOTICE TO CUSTONERS: WE MAKE A SEPARATE CHARGE FOR THE STORAGE AND DISPOSAL OF TOXIC WAS TES, RATHER THAN RECOVER THESE COSTS BY INCREASING OUR LABOR RATES TO ALL OF DUR SERVICE CUSTOMERS, WE MAKE THIS CHARGE ONLY ON THOSE PARTICULAR REPAIRS AND SERVICE AND ARE MANIAGLE ON REQUEST. OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY MULTIPLYING OUR RETAIL LABOR RATE BY INDUSTRY FLAT RATE ALLOWANCES OR OUR CWIN EXPERIENCE.

I ALSO ACKNOWLEDGE AND APPROVE ALL REPAIRS AS ITEMIZED AND RECEIPT OF VEHICLE.

ORIGINAL ESTIMATE REVISED ESTIMATE

WHEN INQUIRING ABOUT YOUR VEHICLE PLEASE REFER TO SERVICE ADVISOR AND R.O. NO.



Steven D. Crawley (0750) P.O. Box 901468 Sandy, Utah 84090-1468 Telephone (801) 580-3222 Facsimile (801) 961-7406 steven@crawleylaw.net

Attorney for Plaintiffs

IN THE SECOND JUDICIAL DISTRICT IN AND FOR THE COUNTY WEBER COUNTY, STATE OF UTAH

Plaintiffs,	COMPLAINT
V.	Civil No.
FORD MOTOR COMPANY,	Judge Holl & Hydle JURY TRIAL DEMANDED
Defendant.	

NOW COME the Plaintiffs, by and through Plaintiffs' attorneys of record, and for cause of action against Defendant, allege as follows:

PARTIES

- 1. Plaintiffs, AND ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Utah.
- 2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Utah 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 Ed Kenley Ford (Layton, Utah) ("Seller"). Manufacturer does business in all counties of the State of Utah.

BACKGROUND

- - 4. The price of the Explorer totaled \$28,682.00.
- 5. In consideration for the purchase of the Explorer, Manufacturer issued and supplied to Plaintiffs its written warranty that included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other standard warranties fully outlined in Manufacturer's Warranty booklet.
- Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the Explorer, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.
- 7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.
- 8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.
- 9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into a sales and service agreement with Manufacturer that is reduced to a writing.
 - 10. Manufacturer requires all authorized selling agents, including Seller herein, to

provide customers, including Plaintiffs herein, with Manufacturer's written warranty described above at the time of sale.

- 11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the Explorer, and makes the accompanying promise to repair in consideration for the sale of the Explorer.
- 12. Manufacturer issues and supplies to consumers, including Plaintiffs herein, its written warranty described above as an inducement for the sale of the Explorer.
- 13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiffs' purchase of the Explorer that is not reflected on Plaintiffs' purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.
 - 14. The retail price of the Explorer is determined by Manufacturer and not Seller.
- 15. On or about October 22, 2011, Plaintiffs took possession of the Explorer and shortly thereafter experienced the various defects listed below.
- 16. The defects described below violate Manufacturer's written warranty as well as the implied warranty of merchantability.
- 17. Plaintiffs brought the Explorer to Seller, and/or other authorized service dealer of Manufacturer, for various defects, including but not limited to the following:
 - a. Defective engine as evidenced by the intermittent illumination of the check engine light and difficulty starting vehicle;
 - b. Defective steering/suspension system as evidenced by steering locking up and steering stiff;
 - c. Defective electrical system as evidenced by inoperative key remote and stereo display not staying set in correct language;
 - d. Defective HVAC system as evidenced by oil smell coming through vents; and
 - e. Any additional defects as contained on repair orders of Manufacturer's authorized

dealerships.

- 18. Plaintiffs provided Manufacturer, through Seller and/or other authorized dealers of Manufacturer, sufficient opportunities to repair the Explorer.
- 19. Manufacturer, through its authorized dealers, was unable and/or failed to repair the Explorer within a reasonable number of attempts.
 - 20. Plaintiffs justifiably lost confidence in the Explorer's reliability.
- 21. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Explorer.
- 22. As a result of these defects, Plaintiffs revoked acceptance of the Explorer in writing on May 24, 2012 (See copy of May 24, 2012 correspondence, attached hereto and marked as Exhibit "B").
- 23. At the time of revocation, the Explorer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.
- 24. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.
- 25. The Explorer remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.
- 26. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and the implied warranty of merchantability.
- 27. Plaintiffs submitted to the Manufacturer's informal dispute resolution procedure prior to filing this Complaint and were dissatisfied with the results.

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

- 28. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.
- 29. Plaintiffs are purchasers of a consumer product who received the Explorer during the duration of a written warranty period applicable to the Explorer and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.
- 30. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.
- 31. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.
- 32. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Explorer was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 33. Plaintiffs' purchase of the Explorer was accompanied by written factory warranties for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Explorer to repair the Explorer or take other remedial action free of charge to Plaintiffs with respect to the Explorer in the event that the Explorer failed to meet the specifications set forth in said undertaking.
- 34. Said warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the sale of the Explorer to Plaintiffs.
 - 35. Said purchase of Plaintiffs' Explorer was induced by, and Plaintiffs relied upon,

Manufacturer's written warranty.

- 36. Plaintiffs have met all of their obligations and preconditions as provided in Manufacturer's written warranty.
- 37. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

COUNT II BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- 38. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.
- 39. The Explorer purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7) running from Manufacturer to Plaintiffs.
- 40. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.
- 41. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.
- 42. Pursuant to 15 U.S.C. § 2308, Plaintiffs' Explorer was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the Explorer was intended.
- 43. The Explorer was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the Explorer contained in

the contracts and labels.

- 44. The above described defects in the Explorer render the Explorer unfit for the ordinary purpose for which the Explorer was intended.
- 45. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

COUNT III REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d) OF THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- 46. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.
 - 47. Manufacturer's tender of the Explorer was substantially impaired to Plaintiffs.
- 48. Manufacturer's tender of the Explorer, which was substantially impaired to Plaintiffs, constitutes a violation of 15 U.S.C. § 2310(d).

COUNT IV UTAH NEW MOTOR VHEICLES WARRANTIES ACT

- 49. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.
- 50. Plaintiffs have presented the Explorer to Seller and/or other authorized service dealers of Manufacturer within the term of protection and has tendered the Explorer four (4) or more times for the same non-conformities and those non-conformities continue to exist and/or the Explorer has been out of service for thirty (30) business days and the non-conformities continued to exist after the thirtieth (30th) business day.
- 51. Pursuant to the Act, the Explorer does not conform to the express warranties issued to Plaintiffs by Manufacturer.

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred pursuant to Count I;
- b. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred pursuant to Count II;
- c. Return of the Explorer's purchase price and all incidental and consequential damages incurred by Plaintiff's pursuant to Count III;
- d. Return of all finance charges incurred by Plaintiffs for the Explorer pursuant to Count III;
- e. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred pursuant to Count IV;
- f. Incurred and/or needed costs of repair;
- g. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
- f. Such other and further relief that the Court deems just and appropriate.

JURY DEMAND

Plaintiffs demand trial by jury on all issues in this action.

Dated: 7/24, 2012

Steven D. Crawley
Attorney for Plaintiffs

Plaintiffs' address:

Roy, UT

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, North Carolina, Ohio, Wisconsin, Washington, DC)

Main Office 10 N. Dearborn St., 3rd Fl. Chicago, Illinois 60602 www.krobnandmoss.com

Writer's Direct Number (312) 578-9428 x 212 Writer's Direct Facsimile (866) 289-0898

Writer licensed to practice only in:
Utah

May 24, 2012

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

RE:

Tim and Jenny Neal v. Ford Motor Company

Vehicle:

2012 Ford Explorer

VIN:

1FMHK7B81CG

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 requires 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 engine as evidenced by repeated illumination of the check engine light and difficulty starting vehicle;

- 2. Defective steering/suspension system as evidenced by steering locking up and steering stiff;
- 3. Defective electrical system as evidenced by inoperative key remote and stereo display not staying set in correct language;
- 4. Defective HVAC system as evidenced by oil smell coming through vents; and
- 5. Any additional complaints made by our clients, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

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

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 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. <u>Kure v. Chevrolet Motor Division</u>, 581 P.2d 603.

Therefore, you are hereby notified that my client is 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 clients have 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 clients merely request a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

Steven D. Crawley

Attorney at Law

Of Counsel to Krohn & Moss, Ltd.

SDC/tm

All Action Details for Issue

Print

VIN: 1EMHK7R81Cd Name

Year: 2012 Owner Status: Original Model: WSD: 2011-10-2 Case:

Symptom Desc: INDICATOR CHECK ENGINE

Reason Desc: DRP-VEHICLE REPURCHASE REQUEST

Primary Phone:

Issue Type: 06 BBB AUTO LINE/DACO

Issue Status: CLOSED

Secondary Phone:

Action: OPEN - PENDING ELIGIBILITY

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: BETTER BUSINESS BUREAU

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 6750 MI Analyst Name: COSTELLO, MATT Comm Type: MAIL

Analyst: M-COSTE3

Action Date: 05/31/2012

Action Time: 16.05.11.639

Action Data: No

Comments NEW CASE: FRD1219820. REPRESENTED BY STEVEN D. CRAWLEY OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: ENGINE/ELECTRICAL, STEERING, ELECTRICAL, CLIMATE CONTROL SYSTEM, RECALL.

Action: OPEN - CABBB CASE ELIGIBLE

Dealer: 08379 ED KENLEY FORD INC

Comm Type: MAIL

Odometer: 6750 MI Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 05/31/2012

Action Time: 16.05.13.477

Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE

RESOLUTION PROGRAM

Odometer: 6750 MI

Analyst Name: PETERSON (LPETER58), LINDA

Comm Type: OTHER Analyst: LPETER58

Action Date: 06/01/2012

Action Time: 07.39.03.872

Action Data: No

Comments ----- OPENED CASE

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE

RESOLUTION PROGRAM

Odometer: 6750 MI

Analyst Name: PETERSON (LPETER58),LINDA

Comm Type: OTHER

Analyst: LPETER58

Action Date: 06/11/2012

Action Time: 08.07.10.762

Action Data: Yes

Comments ---- RECVD DLR REPORT AND RO'S FROM ED KENLEY FORD

Data Element Name

Data Value

DATE PAPERWORK REC'D

06-11-2012

Action: COMPANY REPORT SUBMITTED

Origin Desc: CONSUMER AFFAIRS-DISPUTE

Dealer: 08379 ED KENLEY FORD INC

RESOLUTION PROGRAM

Odometer: 6750 MI Analyst Name: PETERSON Comm Type: OTHER Analyst: LPETER58

(LPETER58),LINDA

Action Date: 06/12/2012

Action Time: 11.10.28.550

Action Data: Yes

Comments ----- SUBMITTED MRF TO 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: 08379 ED KENLEY FORD INC

Odometer: 6750 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT Action Date: 06/13/2012

Analyst: M-COSTE3 Action Time: 16.05.12.208

Action Data: No

Origin Desc: BETTER BUSINESS BUREAU

Origin Desc: BETTER BUSINESS BUREAU

Comments HEARING SCHEDULED ON 06/18/12 AT 2:00 P.M.

Action: ARBITRATION DECISION-DENIAL

Dealer: 08379 ED KENLEY FORD INC

Comm Type: MAIL

Odometer: 6750 MI Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 06/22/2012

Action Time: 11.05.09.697

Action Data: No

Action Data: Yes

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ASSUMED REJECTION OF DECISION

Dealer: 08379 ED KENLEY FORD INC

Odometer: 6750 MI Comm Type: MAIL

Analyst Name: COSTELLO, MATT Action Date: 07/09/2012

Analyst: M-COSTE3

Action Time: 16.05.21.615

Origin Desc: BETTER BUSINESS BUREAU

Comments DATE OF REJECTION 07/09/12 ARBITRATED RESULTING IN A DENIAL

Data Element Name

Data Value

DATE OF REJECTION

07/09/12

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMHK7B81C Name:

Year: 2012 Owner Status: Original Model: WSD: 2011-10-22 Case:

Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS

Symptom Desc: STRG/HANDLING FUNCTION HIGH EFFORT

Primary Phone:

Issue Type: 04 REGION

Issue Status: CLOSED

Secondary Phone:

Initial Customer Contact: 05/01/2012

Action: TIER ONE OPEN ISSUE Dealer: 08379 ED KENLEY FORD INC

Comm Type: PHONE

Origin Desc: TIER ONE - MELBOURNE

Odometer: 4500 MI

Action Date: 04/30/2012

Analyst Name: MCMANUS, PATRICIA

Analyst: PMCMANU6

Action Time: 15.45.42.257

Action Data: No

Comments ==== CUST SAYS = ENGINE WAS REPLACED IN JAN = VEH HAS BEEN IN AND OUT ABOUT 5 TIMES = WHILE DRIVING LAST WEEK THE VEH CAME UP WITH POWER STEERING FAULT = THEN CUST LOST POWER STEERING = BROUGHT INTO DLR AND THEY CHANGED THE GEAR BOX = CUST STATES THAT THEY HAVE NOT HAD THE VEH FOR 30 DAYS IN THE LAST 6 MONTHS = WILL STATES THAT THE LANGUAGE IS TRYING TO CHANGE AND THE KEY WILL NOT WORK OCCASIONALLY = CUST STATES THAT SHE DOES NOT FEEL SAFE IN THIS VEH = CUST WOULD LIKE FORD TO GET HER INTO A DIFFERENT VEH BUT DOES NOT FEEL SAFE IN THIS VEH AND IS UNSURE ABOUT HER CURRENT LOAN ON THE VEH ==== DLRSHP ED KENLEY FORD 1888 N. MAIN ST. LAYTON UT 84041 (801) 776-4201 ==== CRC SAYS 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. = ADVISED **** VEH WITH CUST BEST CONTACT NUMBER 801-731-1396 BUT CUST ALSO HAS ALTERNATE NUMBER 801-643-2626 BEST TIME TO CONTACT BETWEEN 10 AM AND 5 PM

Action: CREATE FOLLOW UP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 4500 MI Analyst Name: POWELL (RPOWEL62), RONALD

Comm Type: PHONE Analyst: RPOWEL62

Action Date: 05/01/2012

Action Time: 15.08.55.299

Action Data: Yes

Comments CSM RPOWEL62 -- EXT.77710 -- OBC TO CUST -- FOLLOWING UP ON PREVIOUS CONVERSATION --R/OS RECEIVED FROM DEALER --- WILL PROCEED WITH REVIEW --- FOLLOW UP ON FRIN 5-4-12

Data Element Name

Data Value

DATE OF FOLLOW UP:

05-04-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 4500 MI Analyst Name: POWELL (RPOWEL62), RONALD

Action Date: 05/04/2012

Comm Type: PHONE Analyst: RPOWEL62

Action Time:

18.43.57.274

Action Data: Yes

Comments CSM RPOWEL62 -- EXT.77710 -- OBC TO CUST --- PACKET FOR BUYBACK BEING PUT TOGETHER AND REVIEW SHOULD BE COMPLETE ON WED -- 5-9-12

Action: CREATE FOLLOW UP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 4500 MI Analyst Name: POWELL (RPOWEL62),RONALD

Comm Type: OTHER
Analyst: RPOWEL62

Action Time:

Action Data: Yes

Action Date: 05/09/2012

18.31.38.595

Comments FOLLOW UP RESET FOR 5-10

Data Element Name

DATE OF FOLLOW UP:

Data Value

05-10-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 4500 MI Analyst Name: POWELL (RPOWEL62),RONALD

Action Date: 05/10/2012

Comm Type: PHONE Analyst: RPOWEL62

Action Time:

19.00.30.882

Action Data: Yes

Comments FOLLOW UP ON 5-11

Data Element Name

Data Value

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

05-11-2012 20:00

Action: CREATE FOLLOW UP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 4500 MI Analyst Name: POWELL (RPOWEL62),RONALD Comm Type: PHONE Analyst: RPOWEL62

Action Date: 05/11/2012

Action Time: 17.37.45.691

Action Data: Yes

Comments CSM RPOWEL62 -- EXT.77710 -- OBC TO CUST AND UNABLE TO CONTACT -- WILL FOLLOW UP ON MON -- 5-14 -- CSM WILL VERIFY DAYS OUT OF SERVICE WITH S/M AND CONFIRM WITH DRP -- FOLLOW UP ON 5-14

Action: CREATE FOLLOW UP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 4500 MI Analyst Name: POWELL (RPOWEL62), RONALD

Comm Type: PHONE Analyst: RPOWEL62

Action Date: 05/14/2012

Action Time: 18.34.34.256

Action Data: Yes

Comments CSM RPOWEL62 -- EXT.77710 -- OBC TO CUST -- ADVISED INITIAL REVIEW HAS BEEN COMPLETED AND CASE IS BEING FORWARDED TO TECH TEAM FOR FURTHER REVIEW -- FOLLOW UP ON THUR -- 5-17

Data Element Name

Data Value

DATE OF FOLLOW UP:

05-17-2012 20:00

TIME OF FOLLOW UP (HH:MM):

Action: CREATE FOLLOW UP

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 4500 MI Analyst Name: POWELL

Comm Type: PHONE

(RPÓWEL62),RONALD

Analyst: RPOWEL62

Action Date: 05/17/2012

Action Time: 17.45.26.293

Action Data: Yes

Comments CSM RPOWEL62 -- EXT.77710 -- OBC TO CUST -- CONFIRMED THAT SHE CURRENTLY HAS VEH ---ADVISED THAT REQUEST IS BEING REVIEWED --- FOLLOW UP TO OCCUR ON MON --- 5-21-12

Data Element Name

Data Value

DATE OF FOLLOW UP:

05-21-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CONCERN ADDRESSED

Dealer: 08379 ED KENLEY FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 4500 MI Analyst Name: POWELL

Comm Type: PHONE

(RPOWEL62), RONALD

Analyst: RPOWEL62

Action Date: 05/22/2012

Action Time:

12.05.11.308

Action Data: Yes

Comments CSM RPOWEL62 -- CASE REVIEWED -- WAS APPROVED BY DRP BUT DENIED DURING FURTHER REVIEW ---- REVIEWED WITH CUST ON 5-21 --- CUST ADVISED ---- STATES HAS CURRENT CONCERN WITH AN ODOR THAT WAS NOT DUPLICATED AT DEALERSHIP -- LAST CONCERN DUPLICATED AT DEALERSHIP WAS STEERING AND WAS REPAIRED AND REMAINS REPAIRED AT THIS TIME --- CSM ADVISED OF BUYBACK DENIAL AND CUSTOMER WILL REVIEW BBB AND OTHER LEGAL OPTIONS -- CASE CLOSED

Data Element Name	Data Value		

CUSTOMER'S LTV SCORE	79		
PARTS ESCALATION USED? (Y/N)	N		
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N		
TECH HOTLINE CONSULTED? (Y/N)	N		
ESP USED? (Y/N)	N		
SCP USED? (Y/N)	N		
•			

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

Ford Confidential

Server: AWS Prod

Claims loaded through: 20-AUG-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 21-AUG-12

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

VIN	AWS VL	WERS	MKT DER	BODY CAB	VER SERIES		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
FMHK7B81C0	U2	T/UB	F	T/WD	T/EF	T/A	AD	T/CG	T/KX	07- SEP-	22- OCT-	156020	USA	0					F09	sxx	V00	*
WS Claim Key:		Doc #:	21346	0A	Trx Code	::	TDG	Labor H	rs:	2011 0	2011 Labor C	Cost:	50	Ma	terial (Cost:	0	Total	Cost:	50		
Olr Cd-Sub Cd:	08240-*	Name:			LLER SUP		Ph:	801-488	700	St: UT	Ctry Cd:	USA	Reg Cd:		NA	Repr	Date:22-5	SEP-20	11	DIST(N	Aile):3	
Cust Comments: Fech Comments:	TRANSP SUBLET				REPAIR																	
ЕМНК7В81С	U2	T/UB	F	T/WD	T/EF	T/A	AD	T/CG	T/KX	07- SEP- 2011	22- OCT- 2011	156020	USA	3	1A03	AT4Z	6006	В	F04	S11	V44	* D04 (
AWS Claim Key:		Doc #:	79714	501	Trx Code	:	2	Labor H	rs:	13.4	Labor (Cost:	1285.86	Ma	terial (Cost:	4328.01	Total	Cost:	6193.87	,	
Oir Cd-Sub Cd:	08379-*	Name:	ED K	ENLEY F	ORD INC		Ph:	801-7764	1201	St: UT	Ctry	USA	Reg Cd:		NA	Repr	Date:06	AN-20	12	DIST(N	1ile):14	88
Cust Comments:	ELECTR DIP STIC			VEHICLI	E WONT C	RANK C	ONFIRM	RAN IDS	FOUND	CAM A	ND CRA	NK SHAFT (CORELAT	ION	CODE	ED CHE	CKED E	NG OIL	& NO	ENG OI	L ON	
ech Comments:	BOTTLE	CONTA	CT H	LINE TO	LD FIRST	REPALC	E ENGIN	E OIL CO	OLER &	& FLUSH	COOLIN	COOLANT NG SYS. INS UND AS SO	TALLED 1	NEW	COOL	LER & I	FLUSHE	COOL	JNG S	YS THR	EE	
FMHK7B8ICC	U2	T/UB	F	T/WD	T/EF	T/A	AD	T/CG	T/KX	07- SEP- 2011	22- OCT- 2011	156020	USA	3	6Y20	•	TAP1	•	F09	SXX	V99	A99 8
WS Claim Key:	334142	Doc#:	79714	502	Trx Code	::	TAP1	Labor H	rs:	0	Labor (ost:	0	Ma	terial (Cost:	0	Total	Cost:	270		
lr Cd-Sub Cd:	08379-*	Name:	ED K	ENLEY F	ORD INC		Ph:	801-7764	1201	St: UT	Ctry Cd:	USA	Reg Cd:		NA	Repr	Date:06-J	AN-20	12	DIST(M	lile):14	88
Cust Comments:				TION INV	W.5.4700.1																	

FMHK7B8FCGA3		T/UB	F	T/WD	T/EF	T/A	AD	T/ÇG	T/KX	SEP- 2011	OCT- 2011	156020	USA	4	6Y20	*	TAP1	*	F09	SXX	V99	A99
AWS Claim Key:		Doc #:	7975	1102	Trx Coc	le:	TAPI	Labor	Hrs:	0	Labor	Cost:	0	Mate	rial C	Cost:	0	Tota	al Cost:	81		
Dir Cd-Sub Cd;	08379-*	Name:	EDK	CENLEY I	ORD INC		Ph:	801-77	64201	St: UT	Ctry Cd:	USA	Reg Cd:		NA	Repr	Date:23	-JAN-2	012	DIST(Mile):17	55
Cust Comments:	CLAIM	TRANSF	ORTA	ION INV	#548241	BANK TOWN A THE CONTRACT	O-1-07000-1621001-00-401			MANUSC (PARTAMETER)							History (Peter	and the same of th		Mark Company of the C	POSMICIO ÁLIMENTAS DOM	
IFMHK7B81CGA:		T/UB	F	T/WD	T/EF	T/A	AD	T/ÇG	T/KX	07- SEP- 2011	22- OCT- 2011	156020	USA	4	2G02		6C315	*	F04	S11	V29	E29
AWS Claim Key:		Doc #:	7976	8201	Trx Cod	le:	S07	Labor	Hrs:	5.5	Labor	Cost:	527.78	Mate	rial (Cost:	0	Tota	al Cost:	527.78		
Dir Cd-Sub Cd:	08379-*	Name:	ED K	ENLEY I	ORD INC	:	Ph:	801-77	64201	St: UT	Ctry Cd:	USA	Reg Cd:		NA	Repr	Date:30	-JAN-2	012	DIST(Mile):19	83
Cust Comments:						ICE ENGI ED FOR I					ES CODI	E NEVER RE	ETURNED	NO CI	IECK	ENGI	NE LIGH	IT OR	ENGIN	E MISSI	NG AT	
Tech Comments:	CONF.C JOHN O	US COM WEN.JO JLD REA	IPLNT HN SU ADILY	CHECK I	ENG LIGH REMOVE	IT&MISS &INSPEC	FND MIS	SS UNDE	R LOAD ON SEN	WITH E	MOVE V	I ARE BEW ALVE COV RETRND F	/ERS,INSPI	ECT FO	OR BE	ROKE	N OR DA	MGE	VALVE	SPRING	RAN.	
IFMHK 7 B81CGA31		T/UB	F	T/WD	T/EF	T/A	AD	T/CG	T/KX	07- SEP- 2011	22- OCT- 2011	156020	USA	4	6Y20		TAPI	*	F09	sxx	V99	A99
AWS Claim Key:		Doc #:	7976	8202	Trx Cod	le:	TAPI	Labor	Hrs:	0	Labor	Cost:	0	Mate	rial (Cost:	0	Tota	al Cost:	108		
Dir Cd-Sub Cd:	08379-*	Name:	ED K	ENLEY	ORD INC	2	Ph:	801-776	54201	St: UT	Ctry Cd:	USA	Reg Cd:		NA	Repr	Date:30	-JAN-2	012	DIST(Mile):19	83
Cust Comments:	CLAIM?	TRANSP	ORTA	TION IN	/#548424																	
IFMHK7B8ICG	U2	T/UB	F	T/WD	T/EF	T/A	AD	T/CG	T/KX	07- SEP- 2011	22- OCT- 2011	156020	USA	7	6Y20	•	TAP1		F09	sxx	V99	A99
AWS Claim Key:		Doc #:	7996	6906	Trx Cod	e:	TAP1	Labor	Hrs:	0	Labor (Cost:	0	Mate	rial C	ost:	0	Tota	al Cost:	196.35		
Dir Cd-Sub Cd:	08379-*	Name:	ED K	ENLEY F	ORD INC	,	Ph:	801-776	54201	St: UT	Ctry Cd:	USA	Reg Cd:		NA	Repr	Date:23	-APR-2	2012	DIST(Mile):52	17
Cust Comments:	CLAIM 7	TRANSP	ORTA	'VI NOIT	/#550757		×	Market Control				A Constant of the Constant of	AND THE PROPERTY OF THE PROPER						n stirictural times	dir/decakinonssida		
1ЕМНҚ 7 ₿81СG/	J 2	T/UB	F	T/WD	T/EF	T/A	AD	T/CG	T/KX	07- SEP- 2011	22- OCT- 2011	156020	USA	7	*	*		*	F09	sxx	V00	•
AWS Claim Key:		Doc #:	79966	6907	Trx Cod	e:	12B36	Labor	Hrs:	.4	Labor (Cost:	38.38	Mate	rial C	ost:	0	Tota	al Cost:	38.38		
Dir Cd-Sub Cd:	08379-*	Name:	ED K	ENLEY F	ORD INC		Ph:	801-776	54201	St: UT	Ctry Cd:	USA	Reg Cd:		NA	Repr	Date:23	-APR-2	2012	DIST(Mile):52	17
Cust Comments: Tech Comments:				B36 COO R RECAL		N STRATE	EGY															
IFMHK 7 B81CGA3178	88 U2	T/UB	F	T/WD	T/EF	т/А	AD	T/CG	T/KX	07- SEP-	22- OCT-	156020	USA	7 :	5001	BB52	Z 3504	HE	F02	S10	V87	H50

2011 2011 AWS Claim Key: Doc#: 79966901 Trx Code: Labor Hrs: Labor Cost: Material Cost: 1046.86 Total Cost: 1296.36 2.6 Dir Cd-Sub Cd: USA Repr Date:23-APR-2012 DIST(Mile):5217 08379-* Name: ED KENLEY FORD INC 801-7764201 St: UT Reg Cd: FRONT END/SUSPENSION CONCERN CUSTOMER STATES STEERING LOCKED UP AND SAID P.S. FAULT DETECTED, TURNED OFF CAR RESTART STEERING REAL Cust Comments: STIFF ADVISE POWER STEERING DIAG AND TESTING CODE U2011 49 08 PINPOINT TEST, PER WSM REPLACE POWER STEERING RACKPROGRAM, TEST AND ROAD TEST. Tech Comments: COMPLETE 22-1FMHK7881CG T/UB T/WD T/EF T/KX SEP-OCT-156020 USA 6Y20 TAPI F09 SXX V99 A99 82 T/A ΑD T/CG 2011 2011 AWS Claim Key: Doc #: 80040404 Material Cost: 0 Total Cost: 56.1 Trx Code: TAP1 Labor Hrs: Labor Cost: Dir Cd-Sub Cd: 801-7764201 08379-* Name: ED KENLEY FORD INC St: UT USA Repr Date:23-MAY-2012 DIST(Mile):6705 Reg Cd; Cust Comments: CLAIM TRANSPORTATION INV#551668 22-TEMHK7B81CGA T/UB V99 A99 82 T/WD T/EF ΑD T/CG T/KX SEP-OCT-156020 USA 6Y20 F09 2011 2011 AWS Claim Key: Doc #: 242998L Total Cost: 196 Trx Code: TAP1 Labor Hrs: Labor Cost: Material Cost: 0 LARRY H. MILLER SUPER 08240-* Name: FORD SALT LAKE CITY Ctry Dir Cd-Sub Cd: DIST(Mile):8853 Ph: 801-4881700 St: UT USA Reg Cd: Repr Date:17-JUL-2012 Cd: Cust Comments: RENTAL CAR FOR CUSTOMER WHILE PARTS ON ORDER Tech Comments: RENTAL CAR FOR CUSTOM 7DAYS 22-1FMHK7B81CG T/UB F T/WD T/EF T/KX SEP-OCT-156020 2E03 AT4Z 9E926 A F04 S11 V52 D36 42 T/A ΑD T/CG USA 2011 2011 Material Cost: 206.96 Total Cost: 289.73 AWS Claim Key: Doc #: 242998D Trx Code: S07 Labor Hrs: Labor Cost: LARRY H. MILLER SUPER 08240-* Name: FORD SALT LAKE CITY Dir Cd-Sub Cd: 801-4881700 USA Repr Date:17-JUL-2012 DIST(Mile):8853 Cust Comments: WHEN DRIVING IT WILL TAKE OFF SUDDLENLY FOR NO REASON ESPECIALLY WHEN DRIVING AND BUILDING UP SPEED ROAD TEST VEHICLE VERIFIED CONCERN VEHICLE SEEMS TO SURGE FORWARD DURING SLOW SPEED MANEUVERS UNEXPECTEDLY CHECKED FOR CODES NONE CHECKED OASIS FOR TSB'S AND SSM'S NONE FOUND CONTACTED HOT LINE THEY SUGGESTED MONITORING ETC ACT AND ETC DESIRED. DURING Tech Comments: MONITORING THE PIDS WOULD VARY UP TO A DIFFERENCE OF 5 DEGREES, REPLACED THROTTLE BODY ASSY RETEST VARIATION ONLY 2 DEGREES NOW PERFORMED PMI ON PCM

Any comments? You can contact



July 9, 2012

LINDA PETERSON FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1219820 vs Ford Motor Corporation 1FMHK7B81CG

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,

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



Date: 06/22/12

ACCEPTANCE OR REJECTION OF DECISION

Case Number:

Customer: State: UT	
Business: Ford Motor Company	
Mfr-Info: 6700 UT 1FMHK7B81CG	
Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff a volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision	
COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY	
Note: If this form is not received at the CBBB office within $_{14}$ days from the date of the cletter, the decision will be considered rejected and the manufacturer will be notified. Yo want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We sug you call your case specialist to confirm receipt.	u may
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 country any claim that has been resolved at the arbitration hearing, unless the business fails to according to the Arbitrator's decision or unless otherwise provided by state or federal land.	perform
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 of business in any civil court action relating to any matter considered in this arbitration here. 	
* 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.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700



June 22, 2012



Deal Composition 1FMHK7B81C0

Deal Composition 1FMHK7B81C0

Deal Composition 1FMHK7B81C0

Deal Composition 1FMHK7B81C0

We have also enclosed an Acceptance/Rejection Form that must be used to accept or reject the decision. Please complete the form and return it to us so that we receive it in our office **within** 14 days from the date of this letter. We recommend that you call to confirm receipt of this form a few days after you send it to us.

You may either mail the form to: 4200 Wilson Blvd., Ste 800 Arlington, VA 22203 or Fax it to 1.703.247.9700

Please do not make any changes or additions to the Acceptance/Rejection Form as we will consider that a rejection of the decision.

If you have any questions about the decision, or if I may be of help to you, please feel free to call me at 800.955.5100. You may also fax the signed form to me at 703.247.9700.

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



June 22, 2012

LINDA PETERSON FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: vs Ford Motor Corporation 1FMHK7B81C0

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,

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

FRD1219820-DEN-1 Page 1 of 4



Denial Decision

Submitted Date: 06/20/12

FRD1219820

VIN: 1FMHK7B81CG

Customer: Hearing Date: 06/18/12

Arbitrator: Steven G. Johnson

Question 1

The customer's request (listed below) is denied. Repurchase

CASE Arbitrator: Steven G. Johnson

Customer: Date: 06/20/12

FRD1219820-DEN-1 Page 2 of 4



Reasons for Decision

Submitted Date: 06/20/12

VIN: 1FMHK7B81C0

Customer: Mrs Jenny L Neal - Hearing Date: 06/18/12

Arbitrator: Steven G. Johnson

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

Denial

b For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

REASONS FOR DECISION

- On October 22, 2011 (the Vehicle start date), the customers Timothy Neal and Jenny Neal (hereinafter "Customers") purchased a new 2012 Ford Explorer (hereinafter "Vehicle") from Larry H. Miller Ford in Salt Lake City, Utah. Larry H. Miller Ford is an authorized dealer for Ford Motor Company (hereinafter "Ford").
- 2. The Vehicle has been owned by the Customers since its purchase, it is currently registered in the State of Utah, it was purchased in the State of Utah, and it is normally operated on highways within the United States.
- 3. At the time of the purchase of the Vehicle, it had 150 miles on it. At the time of the Customers' claims, it had 6750 miles.
- 4. The Customers' claim was filed within both three (3) years and 36,000 miles of the Vehicle start date and mileage.
- 5. On December 19, 2011, when the Vehicle had 1179 miles, the Customer took it in for repairs due to the check engine light being on. The Vehicle was out of service for ten (10) days for that repair.
- 6. On January 6, 2012, the Vehicle was taken in for repairs because it wouldn't crank. The Vehicle was out of service for thirteen (13) days, and the repairs were successfully completed.
- 7. On January 23, 2012, the Vehicle was taken in for repairs due to the check engine light coming on. Minor repairs were made by Ford. During these repairs, the Vehicle was out of service for two (2) days.
- 8. On January 30, 2012, the Vehicle was taken in for repairs due to the check engine light staying on. During these repairs, the Vehicle was out of service for four (4) days.
 - 9. On April 23, 2012, the Vehicle was taken in for repairs due to the steering locking up. It was out of service for seven (7) days on this repair attempt. Repairs were made to the steering system. At this same time, the Customers also complained about the Vehicle's entry remote not working, the radio not working properly, and smells coming from the A/C system when the vehicle sat for an extended time. Ford could not duplicate these concerns of the Customers.
 - 10. On May 23, 2012, the Vehicle was taken to Ford for repairs for the A/C fan not turning off properly, a ticking noise in the engine, and a smell in the A/C system. The concerns could not be duplicated or were within normal operation for the Vehicle. The Vehicle was out of service for two (2) days during examination of these complaints by Ford.
 - 11. At the time of the Vehicle's inspection, no air conditioning problems could be duplicated, and no engine ticking noise was detected. No further testimony was taken at the inspection. The Vehicle was in excellent condition and appeared to be well cared for.
 - 12. The claims of the Customers are based on alleged defects in factory-supplied material or workmanship by Ford's New Vehicle Warranty.
 - 13. The Customers claim that their Vehicle should be repurchased by Ford. To

be successful with their claim, they must first show that the Vehicle is an eligible vehicle, that their claim is timely filed, and that the claim is eligible. The Customers have satisfied each of these requirements.

- 14. The Vehicle is eligible in that is a Ford vehicle, is owned in the name of the Customers as individuals, is currently registered in Utah, was purchased in the United States, and is normally operated within the United States.
- 15. The Customers' claim was timely filed in that it was filed within three (3) years or 36,000 miles—whichever occurs first—after the vehicle's start date. The Vehicle was purchased on October 22, 2011, and the claim was filed on May 28, 2012. The Vehicle's mileage is well under 36,000 miles.
- 16. The Customers' claim is eligible in that it is based on a defect in the Vehicle's factory-supplied material or workmanship by the applicable Ford New Vehicle Limited Warranty.
- 17. In order to obtain an award ordering Ford to repurchase the Vehicle, the Customers must also show that the defect in material or workmanship must be first reported to Ford within eighteen months or 18,000 miles of the Vehicle start date. The first defect was reported to Ford within two (2) months of the Vehicle's start date and when the Vehicle had 1179 miles on it.
- 18. The Customers must show that the same defect in the Vehicle was subject to repairs four or more times and continues to exist, or that the Vehicle was out of service for 30 or more cumulative calendar days for the repair of defects. Finally, they must show that the defect substantially impairs the use, value or safety of the Vehicle to a reasonable consumer.
- 19. The first three repairs beginning on December 19, 2011, January 6, 2012, and January 30, 2012 appear to be for the same problem (check engine light on, need for engine repairs). Those defects have been successfully repaired.
- 20. The fourth repair on April 23, 2012 was for an entirely different problem (steering problems) as well as for other miscellaneous electrical concerns which could not be duplicated by Ford.
- 21. The fifth repair on May 23, 2012 was for miscellaneous complaints which could not be duplicated by Ford, or which were within normal operating standards for the Vehicle. These complaints should not be considered to be "defects" under Ford's Program Summary.
- 22. Although the same defect was not "subject to repairs four or more times and continues to exist," the Vehicle has been out of service for thirty-six (36) days, although the latest "repair" was for complaints that were without merit. The total of 34 days for repairs meets the "out of service" requirements under Ford's Program Summary.
- 23. The issue becomes whether the defects complained of impair the use, value or safety of the Vehicle to a reasonable consumer.
- 24. Because at this point in time the concerns of the Customers have been resolved by Ford's repairs, the alleged defects do not substantially impair the use, value or safety of the Vehicle. It may be that the Customers have lost faith in the vehicle because of the need for many repairs. However, the evidence submitted in the arbitration indicates that the repair attempts have apparently been successful, and the Customers have not shown that the defects complained of continue.
- 25. For these reasons, the Customers at this time have not satisfied their obligations under either the Ford Program Summary or under the Utah Lemon Laws to justify a repurchase of their Vehicle. The Customers' request for a repurchase by Ford of their Vehicle should be deried.
- 26. If the Customers' complaints of Vehicle defects continue, then those concerns may give rise to a future claim.

FRD1219820-DEN-1 Page 4 of 4

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

N/A

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

34

Question 4

Was final notice given? (Yes / No / Not Applicable)

N/A

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

CASE: FRD1219820

Arbitrator: Steven G. Johnson

Customer:

Date: 06/20/12



AGREEMENT TO ARBITRATE

Date: 06/14/2012

Case Number:

Customer:

Business: Ford Motor Company

Mfr-Info: 6700 UT 1FMHK7B81CG

** REVISED **

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

Model : Explorer Year : 2012

All parties named above submit to arbitration the following:

- * Engine/Electrical
- * Steering
- * Electrical
- * Climate Control System
- * Recall

The parties have come to agreement on the following:

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

Consumer : R

: Repurchase

Manufacturer : Denial

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

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



June 14, 2012

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CHICAGO	16			

vs Ford Motor Corporation 1FMHK7B81C0 Dear Please review the enclosed revised document. Please call me at (800)955-5100 if you have any questions or if I can be of help. 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



June 14, 2012

BBB OF UTAH 5673 S REDWOOD RD TAYLORSVILLE UT 841235322

Edith Newton at Extension 512

Re:	vs Ford Motor Corporation 1FMHK7B81CG
Please review the er	closed revised document.
Please call me at (80	00)955-5100 if you have any questions or if I can be of help
Sincerely,	

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



June 14, 2012

MR STEVEN JOHNSON 5336 WEST EARL PLACE HIGHLAND UT 84003

Re: revlt 30221 vs Ford Motor Corporation 1FMHK7B81CG

Dear Mr. Johnson:

Please review the enclosed revised document.

Please call me at (800)955-5100 if you have any questions or if I can be of help.

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



June 14, 2012

LINDA PETERSON FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: vs Ford Motor Corporation 1FMHK7B81CG

Dear Madam/Sir:

Please review the enclosed revised document.

Please call me at (800)955-5100 if you have any questions or if I can be of help. 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



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

Date: 06/13/12

Case Number: Customer:

Manufacturer: Ford Motor Company

Mfr Info: 6700 UT 1FMHK7B81CG

Arbitrators: Mr. Steven G. Johnson

Inspection Date, Time, Place: 06/18/12 2:00 p.m. MST

BBB of Utah

5673 S. Redwood Rd Taylorsville, UT841235322

Hearing Site Phone: (801) 892-6000

AUTOLINE Director Phone: (801) 892-6000 Fax: (801) 892-6002

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.

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NOI

Inspection Report

Customer:	Ford Motor Company	Case #:
Manufacturer:		
Arbitrator's Name	e:	Date of Inspection://
Location of Inspe	ection:	
Vehicle Informati	ion: Make:	Model:
Year:	Mileage:	VIN:
Parties Present a	t Inspection: [] Technic	cal Adviser [] Arbitrator [] Customer [] Manufacturer
Conditions or Co	mponents Inspected:	
		No How long was the test drive? Minutes plicable. (For Example: Cellular Telephone, Modified Wheels):
	of the vehicle's exterior beyond normal wear and	r (Rate as "Excellent," "Good," "Fair," or "Poor.") : d tear?
Please indicate d	amage below:	
	of the vehicle's interior beyond normal wear and	r (Rate as "Excellent," "Good," "Fair," or "Poor.") : nd tear?

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



ARBITRATOR SELECTION LIST

Customer:	
Case Number:	

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: Steven Johnson

Arbitrator's Occupation:

Advixes officers, board of directors and staff on legal issues, contracts, trademarks, employment law, crisis and risk crisis mng

Arbitrator's Biography:

Mr. Johnson is a graduate of the J. Reuben Clark School (Juris Doctorate, 1977) at Brigham Young University. He also graduated from Brigham Young University with a B.S. (1974) in Mathematics, Physical Sciences, Economics and Asian Studies. He is a member of the Utah and California Bars, The American Bar Association, and the Salt Lake County Bar Association.

He has arbitrated for the BBB and the American Arbitration Association.

Council of Better Business Bureaus, Inc.

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June 13, 2012

LINDA PETERSON FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: vs Ford Motor Corporation 1FMHK7B81CG

Dear Madam/Sir:

Enclosed are:

- * Notice of Inspection
- * Arbitrator Listing Sheet(s)
- * Map to the hearing site

The Notice of Inspection lists the date, time and location of the vehicle inspection. Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.

We reserve the right to determine the final date and time of the inspection.

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

Sincerely,

Edith Newton at Extension 512

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



ARBITRATOR SELECTION LIST

Customer:	
Case Number:	

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: Steven Johnson

Arbitrator's Occupation:

Advixes officers, board of directors and staff on legal issues, contracts, trademarks, employment law, crisis and risk crisis mng

Arbitrator's Biography:

Mr. Johnson is a graduate of the J. Reuben Clark School (Juris Doctorate, 1977) at Brigham Young University. He also graduated from Brigham Young University with a B.S. (1974) in Mathematics, Physical Sciences, Economics and Asian Studies. He is a member of the Utah and California Bars, The American Bar Association, and the Salt Lake County Bar Association.

He has arbitrated for the BBB and the American Arbitration Association.

Council of Better Business Bureaus, Inc.

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



June 13, 2012



Re: vs Ford Motor Corporation 1FMHK7B81CG

Dear C/O Steven D. Crawley:

Enclosed are:

- * Notice of Inspection
- Arbitrator Listing Sheet(s)
- * Map to the hearing site

The Notice of Inspection lists the date, time and location of the vehicle inspection. Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.

We reserve the right to determine the final date and time of the inspection.

If you have any questions, please contact me at 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

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Record of Arbitration Hearing (To Be Completed by Arbitrator)

Below please list any/all evidence you received from the parties during the hearing and after the initial packet that accompanied the *Notice of Hearing* and summarize the testimony of the parties and their witnesses.

Case	. No: _	Date of Hear	ing:06/1	8/12
Cons	sumer and Attorney (if any):		c/o Steven	D. Crawley
Com	pany and Representative Name:	Ford Motor Co	mpany	
Arbit	trator(s):			
Hear	ring Location/Address:	- 400 646 17744 656 57811 5781		
	-			
1.	Type of Hearing			
	Consumer:	☐ In Person☐ Written☐ Telephone	Company:	☐ In Person ☐ Written ☐ Telephone
2.	Consumer and Witnesses			Material Testimony any witnesses
STREET ASSESSMENT OF THE		***************************************		
				the affective an editor workers records have thinker we discuss the
		the deprint department of the state of the s		SOCIAL SECTION
		Washington administration to a security of the		
		state angenesismo nationale en en deservica e inquisitari inqu		

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3. <u>witnesses for Company</u>	
Name of Witness	Summary of Relevant and Material Testimony
4. <u>Impartial technical expe</u>	rt or other witnesses
Name of Witness	Summary of Relevant and Material Testimony
5. PLEASE ATTACH ALL D	OCUMENTARY EVIDENCE INTRODUCED AT THE HEARING
Record filled out by:	
	(Signature)
	(Printed Name)
	(Date)



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

Date: 06/13/12

Case Number:

Customer:

Manufacturer: Ford Motor Company

Mfr Info: 6700 UT 1FMHK7B81CG

Arbitrators: Mr. Steven G. Johnson

Inspection Date, Time, Place: 06/18/12 2:00 p.m. MST

BBB of Utah

5673 S. Redwood Rd Taylorsville, UT841235322

Hearing Site Phone: (801) 892-6000

AUTOLINE Director Phone: (801) 892-6000 Fax: (801) 892-6002

INSTRUCTIONS

- 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



June 12, 2012



Re: vs Ford Motor Corporation 1FMHK7B81CG

Dear

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

Council of Better Business Bureaus, Inc.

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

Page: 1/15



MANUFACTURER RESPONSE FORM Will participate - In Writing By Phone

Case Number: Customer Name: Customer	State: Illinois Warranty Start Date: 10-22-11
Purchased: New Used Leased This claim is: New IN BTB Warranty IN Diesel Warranty Warranties Extended Service Plan: NO YES – PremiumCare for comes first, with a \$100.00 deductible.	
SETTLEMENT INFORMATION Ford did not present a settlement offer to the customer or the	heir attorney.
Please indicate the customer's response below:	
The customer rejected the offer on	
The customer has not indicated a response to the offer.	
The Customer Claim Form (CCF) lists the following co	oncerns:

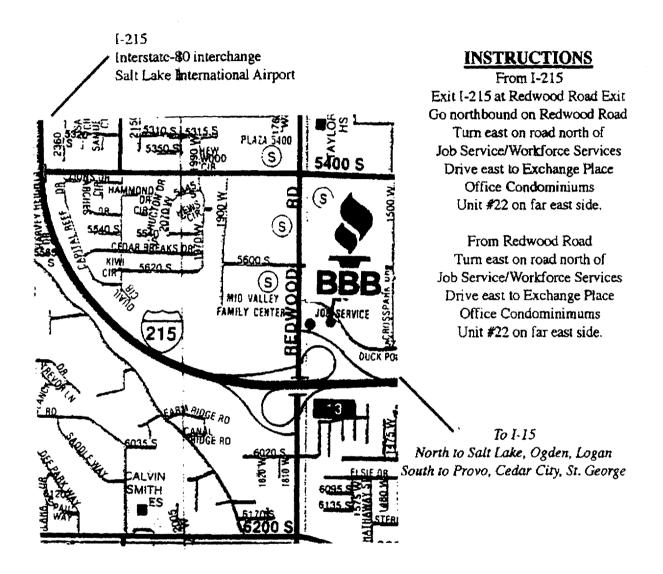
- Steering
- Electrical
- Climate control system
- Recall

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. The arbitrator does not have the authority to award attorney fees. Therefore, there are no attorney fees, consequential, or incidental reimbursements included in Ford's position.

Per the information that was provided by the customer/attorney for the listed items on the Agreement to Arbitrate (ATA), there were not four visits for the same non-conformity. Listed below, is a breakdown of the invoices, with the exception that the customer/attorney already listed engine/electrical, and then listed electrical. These are separate items, and need to be separated for the concern described.

Better Business Bureau of Utah Directions to Office



Better Business Bureau of Utah 5673 South Redwood Road #22 Taylorsville, UT 84123

801-892-6000



AGREEMENT TO ARBITRATE

Date: 05/31/2012

Case Number:

Customer:

Business: Ford Motor Company

Mfr-Info: 6700 UT 1FMHK7B81CG

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 : ExplorerYear : 2012

All parties named above submit to arbitration the following:

- * Engine/Electrical
- * Steering
- * Electrical
- * Climate Control System
- * Recall

The parties have come to agreement on the following:

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

: RepurchaseManufacturer :

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

Council of Better Business Bureaus, Inc.

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



May 31, 2012

LINDA PETERSON FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re:	vs Ford	Motor	Corporation	1FMHK7B81CG/	

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.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · 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 <u>fourteen days</u> 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



May 31, 2012
Re: /s Ford Motor Corporation
1FMHK7B81CG

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

Dear Steven D. Crawley:

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:

your fifted submission of were not regime 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 it 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 <u>fourteen days</u> 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 <i>Oath of Participant</i> 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



AGREEMENT TO ARBITRATE

Date: 05/31/2012

Case Number:

Customer:

Business: Ford Motor Company

Mfr-Info: 6700 UT 1FMHK7B81CG

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 : ExplorerYear : 2012

All parties named above submit to arbitration the following:

- * Engine/Electrical
- * Steering
- * Electrical
- * Climate Control System
- * Recall

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.

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ATA

From:

Hyatt, Chris <chyatt@consumerlawcenter.com>

Sent:

Wednesday, May 30, 2012 3:31 PM

To:

ILDept Fax

Cc:

Umanzor, Maury; Bridges, Michael; Herrera, Juan; Loader, Nancy; Patterson, Donna

May 30, 2012

Subject:

17032479700

Attachments:

arb packet - Neal.pdf

MAY 3 1 2012

VIA FACSIMILE: 703-247-9700

(With Delivery Confirmation)

Council of Better Business Bureau, Inc. Attn.: Maury Umanzor

4200 Wilson Boulevard

Suite 800

Arlington, VA 22203-1838

RE

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 UT 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

	 	* 3 ***
Case питьег:		
Contact Date:		
Start Date:		

Please make any necessary corrections to the information below, <u>print</u> or verify your VIN number and ilenholder/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 INFO	RMATION		
Titled owner:			
Mailing address: c/o Steven Crav	vley, Esq.; Krohn & Moss,	Ltd.; 10 N. Dearb	om, 3rd Floor
City: Chicago		Ti	Zip code:
Day phone	Evening phone:		Cell phone:
Fax:	E-mail address: ^{ģn}	noss@consumerla	wcenter.com
SECTION 2: VEHICLE INFOR			
Make: Ford	Model: Explorer	Year: 2012	Current mileage: 6750
Name(s) that appears on the vehic			
Selling dealer/city/state: Larry F	Miller Ford Sandy, Utah	1	
Primary Servicing dealer/city/sta			
Acquired as new used	***************************************	he vehicle in your po	ssession? 🛛 yes 🔲 no
Purchase/lease date: October 22	, 2011 Mile	eage at purchase/lea	se: 150
First repair attempt date: Decemb	per 19, 2011 Firs	t repair attempt mile	eage: 1,179
How often is the vehicle used for business purposes (percentage	Mumbor of s	vehicles owned y the business:	Transmission type: Automatic Manual
Has the vehicle been in an acciden		s 🗵 no	Date of accident:
Description of damage:			
SECTION 3: DESIRED OUTCO	ME (Describe what you	want done to re	solve your concern)
VIN:1FMHK7B81CG		/ Vehicle Re	epurchase plus attorneys fees.
Please complete the missing	information in the box	below and on pa	age 2.
VEHICLE INDENTIFICATION			
Lienholder/Leasing Compa	Capital One Auto Final	nce Phon	e Number 1-800-946-0332
Account Number ***			j

SECTION 4: VEHICLE PROBLEMS (List primary problem first) Does the # of problem List the date, mileage, and days out of repair Problem Servicing dealer(s) exist service for each repair attempt attempts now? Example: 4723/06 (5;50g) miles (5;03ys) 6/10/07 12:700 miles (2/day Any Dealer, Inc. A/C-work cool properly PLEASE SEE **ENCLOSED**

Total days out of se	rvice for all proble	ms;	_
Signature of Titled (I am submitting this d under the BBB AUTO (program, and t	Date 5/28/2012 agree to arbitrate the dispute

Please mail or fax this completed form with <u>copies</u> 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	Mleage	Description of Problem/Repair	Datects
12/19/11-12/29/11	1,179	Check engine light is on	Engine/Electrical
01/06/12-01/19/12	1,488	Vehicle wont crank	Electrical
01/23/12-01/25/12	1,755	Check engine light on would blink now on solid	Engine/Electrical
01/30/12-02/03/12	1,983	Check engine light on	Engine/Electrical
04/23/12-04/30/12	5,217	Steering locked up and said ps fault detected, turned off car restart steering real stiff	Steering
		One time remote wouldn't open the door until he was 3" form car, and then it wouldn't unlock it	Electrical
		Radio will show not proper language	Electrical

	vernight or long time will start rd smell in cab through vents, thinks oil smell	Climate Control System
Perform red	all 12B36 cooling fan strategy	Recall



1888 NORTH MAIN P.O. LAYTON, UT 84041 (801)

P.O. BOX 687 (801) 776-4201 SERVICE DEPARTMENT HOURS 8:00 a.m. to 6:00 p.m. Monday - Friday R/O Open Date: R/O Number

4/23/12

R/O Close Date: Key Fag #

4/30/12 Pre-Invoice

Mileage in Mileage Out

5217 5220

Service Advisor

CODY HOLLEY/6059

Vehicle Manifection Number

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
#1 - 300: FRONT END/SUSPENSION CONCER		}
CUSTOMER STATES STEERING LOCKED		
FAULT DETECTED, TURNED OFF CAR R	ESTART STEERING	
REAL STIFF ADVISE		1
Corrected by3504A: RR STEERING G	EAR ASSY]
Work performed by Matthew Hepner		Warranty
Corrected by3504E: Steering Gear		
Diagnosis.	210000000000000000000000000000000000000	l
Work performed by Matthew Hepner	(08)	Warranty
Corrected by3504E8: Steering Gea		marrancy
Installation (PMI) - Progr		
Work performed by Matthew Hepner		Warrantee
,	(08)	Warranty
Corrected by3504E47:	(0.0.)	
Work performed by Matthew Hepner		Warranty
Corrected by3001A: CK CAS CAM &		1
Work performed by Matthew Hepner		Warranty
Installed BB5Z 3504 HE :GEAR ASY		Warranty
POWER STRERING DIAG AND TESTING		- 1
INPOINT TEST , PER WSM REPLACE P	OWER STEERING RACK	1
PROGRAM, TEST AND ROAD TEST. COM	PLETE	1
		ì
#2 - 100: ELECTRICAL REPAIR	ì	
CUSTOMER STATES ONE TIME REMOTE	WOULDN'T OPEN THE	- (
DOOR UNTILL HE WAS 3" FROM CAR,		1
WOULDN'T UNLOCK IT. ADVISE	***************************************	
COULD NOT DUPLICAT, POSSIBLE ISO	מייאד פודציינט מפייגט	
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Sub Total: .00	ſ	
Sub Total: .vv	73 _	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work herehalter to be done along with the necessary meterial and agree that you are not respons-	LABOR	
ible for loss or demage to vehicle or enicles left in the vehicle in case of fire, theft, or any other	PARTS	
Cause beyond your control or for any dolays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to	DEDUCTIBLE	
operate the vehicle herein described on streets, highways, or elsewhere for the purpose of lesting and/or hispecision. An express mechanic's lien is hereby acknowledged on above vehicle to secure	SUBLET	
the amount of repairs thereto."	SHOP SUPPLIES	
DISCLAIMER OF WARRANTIES. Any werrantee on the products sold hereby are those made by	HAZARDOUS MATERIALS	
menufacturer. The selfer hereby expressly discisling all warranties either express or implied, includ-	SALES TAX OR TAX I.D.	
ing any implied warranty of merchanishity or filmess for a particular purpose, and the soller neither assumes not authorizes any other person to assume for it any liability in connection with the sele of	SPECIAL ORDER DEPOSIT	
said products. Any limitation contained herein does not apply where prohibited by law.	DISCOUNTS	
	TOTAL DUE	
	ACCOUNT# METHOD	RECEIPT #
Thank You!	no return on electrical or safety items or sp	ECIAL ORDERS.
iidir iou!		
	Χ ~	į
TYPE BASICA Internation Statement for		



- 1 -, N.

JOSEPH R. TORRE

COUNSELLOR AT LAW 530 Sylvan Avenue, Suite 202 Englewood Cliffs, New Jersey, 07632

> Tel: 201-394-9659 Fax: 201-816-1522 jrtorrelaw@gmail.com

> > 10-30-12 JC

October 25, 2012

Certified Mail (RRR)

Freehold Ford 3572 Route 9 South Freehold, New Jersey 07728

Attention: Office of the President

Certified Mail (RRR)

Ford Motor Company P.O. Box 70 Dearborn, Michigan 48121

Attention: Office of the President

RE:

Howell, New Jersey

2011 Ford Truck/Explorer/4DR FWD XLT Vehicle ID: 1FMHK7D8XBG/

Gentlemen:

Please be advised that I represent in regards to the above captioned vehicle failing on three (3) occasions to be successfully serviced so as to be made safe and roadworthy. My client leased this vehicle in October 2011 from Freehold Ford in New Jersey. Since that time, he has had a series of recurring issues concerning the vehicle's power steering. When the vehicle was serviced, as attached, it was for the same issue involving the power steering.

All three (3) times, the power steering was lost and not working at the time of the requested repair. All three (3) occasions, the service center at Freehold Ford "could not find any code history" listing defaults. Notwithstanding, my client has photos of the error messages.

The second time the power steering failed, the service center stated that they "changed the electronic rack and pinion" however the power steering failed a third time.

Sudden loss of power steering without warning is a dangerous condition and jeopardizes the safety of the driver and passengers of the vehicle. I do not believe that any reasonable person would argue that this is not a dangerous life threatening condition.

I attach two (2) copies of the service records for all three (3) instances of service conducted on my client's vehicle for this problem.

While New Jersey's Lemon Law may not be applicable due to mileage on the vehicle, the Federal Warranty Act and Uniform Commercial Code in the State of New Jersey are nevertheless applicable and provide recourse to my client if necessary. I am writing to avoid that option if reasonable possible.

Without prejudice to my client's right to proceed under these remedial law(s), I request your agreement to reexamine the automobile and effectuate service and ultimate repair to the power steering problem a final time. We would much rather resolve this matter amicably than otherwise.

Within seven (7) days of this letter, please contact my client promptly by mail at 243 Sunset Lane, Howell, New Jersey 07731-9121 to make arrangements for final service and repair of the problem, providing a copy of any communication to the undersigned. I'm sure you can understand my client is most hesitant to use the vehicle for the purposes for which is intended due to this problem.

Thanking you in advance for your cooperation, I remain

JØSEPH R. TORRE

Enclosures

cc: Jason W. Paul

September 27, 2012

ATT. MR TORI

I least my Ford Explorer In October 2011 from Freehold Ford in New Jersey. Since then I have had a series of electrical issues concerning my power steering. I have had my Explorer worked on 3 times for same issue with the power steering. All three times the power steering was not working, at all. All three times, the service center at Freehold Ford could not find any code history listing defaults. Yet, I have pictures of the error messages. The second time there, the service center said they changed the electronic rack and pinion. But it falled again.

Thank you,

Howell, NJ







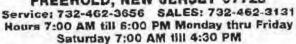


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3572 ROUTE 9 SOUTH FREEHOLD, NEW JERSEY 07728





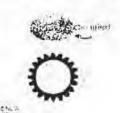








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MMENTS ECKED POWER STEERING NO PROBLEM FOUND AT TH	IS TIME		
TALS			
	TOTAL PARTS 29 TOTAL SUBLET 0 TOTAL G.G 0 TOTAL HISC CHG. 1 TOTAL MISC DISC 0	95 1.95 1.00 1.00 1.15 1.00 1.78	
	TOTAL INVOICE \$ 57	.83	
CUSTOMER SIGNATURE DUPLICA	ГЕ INVOICE **************	***	
GE 2 OF 2 CUSTOMER COPY	[END OF INVOICE] 10:51am		

Serv

PE12-017.2 000195LC

10/01/2012 08:51 FAX

Ø 009

Power Sta Assist Faun S) 74 MP

E0.3E

PE12-017.2 000196LC

This is an auto generated e-mail from Technical Field Operations Assignment Management System, Please do not reply.

Please click here to access this request

Additional Comments

Request Details

Additions and/or changes made to the request are highlighted in red. Tracking Number 20091519 Status Closed Currently assigned to DYUROWSK Request Type Legal; Document where requested Request Source If Other request source, please explain Primary contact Primary contact's phone number Primary contact's email address Technician Name Dan Yurowski Technician certified in relevant speciality Yes Dealership Name FREEHOLD FORD, INC. P&A Code 20554 Facing Region (SDR separate from Contact Regions) N1 - NEW YORK Geographic Region (SDR combined with Contact Region) NI - NEW YORK FCSD Sales Zone A06 FCSD Technical Zone T02 VIN 1FMHK7D8XBG Vehicle year/model 2011 Explorer Vehicle mileage 17,773

Repair Order (R.O) #
Customer Name
Vehicle Down?
GCQIS Report #
TAR Open?
CuDL Case #
Priority

Request description

GCQIS Comments

N/A

N/A CKMEZ008 No

Medium

OGC request FSE assistance needed for final repair attempt. Customer complaints are power steering. Must be completed by 11/15/12.

Contact LaShawn Rudolph at 313.845.2881 | Irudolp1@ford.com --- Updated By--- MCOLFESC--11/09/2012 11:04:05 AM--- 11/13/2012 3:07PM NATHAN HARRIER MSS - FCSD - TECH SVC HOTLINE; WEB FORM DATA -- CONCERN:CS STS LOSES POWER STEERING NO CODES | DIAGNOSTICS: CAN NOT VERIFY CONCERN

· 新聞日本祖

PARTS REPLACED; RACK REPLACED 04-11-12 PART NUMBER BB5Z-3504-HE

TECH QUESTION: FIELD ENGINEER WANTS TO KNOW IF THIS WAS AN OLDER RACK OR UPDATED RACK

11/13/2012 3:07PM NATHAN HARRIER MSS - FCSD - TECH SVC HOTLINE; HI KEVIN.

THE TECHNICAL HOTLINE HAS VERY LIMITED PARTS INFORMATION SO TO BETTER ASSIST YOU WITH THIS PARTS QUESTION, PLEASE CONTACT THE ONLINE PARTS ASSISTANCE CENTER (PACO), TO CONTACT PACO, PLEASE PERFORM THE FOLLOWING STEPS: -PARTS ASSISTANCE CENTER ONLINE IS ON FMCDEALER.COM -AT THE TOP OF THIS PAGE, CLICK ON THE PARTS AND SERVICE TAB -ON THE LEFT OF THIS SCREEN, CLICK ON THE PARTS DEPARTMENT TOOLS LINK

BELOW THIS, CLICK ON PARTS
ASSISTANCE CENTER
ONLINE
ON THIS SCREEN, CLICK ON CATALOG
INQUIRIES
-FILL OUT THE
FORM THAT THIS BRINGS UP, AND YOU
WILL RECEIVE A RESPONSE WITH THE
CORRECT P/N FOR THIS VEHICLE.

IF THE POWER STEERING CONTROL MODULE (PSCM) IS FOUND TO BE THE LATEST PART NUMBER PLEASE KEEP IN MIND THAT THERE ARE SEVERAL OTHER THINGS THAT CAN CAUSE A LACK OF POWER STEERING ASSISTS. SINCE THE PSCM IS AN ELECTRIC MOTOR A LACK OF POWER OR GROUND TO THE PSCM CAN CAUSE THIS CONCERN TO OCCUR. THUS FIRST RECOMMEND IF POSSIBLE TO VERIFY THE CONCERN AND MONITOR THE BATTERY VOLTAGE WHEN THE CONCERN OCCURS. IF THE BATTERY VOLTAGE IS FOUND TO BE LOW, SUSPECT A CHARGING SYSTEM CONCERN IS THE ROOT CAUSE OF THE LACK OF ASSISTS CONDITION, TO FURTHER DIAGNOSE A LACK OF POWER STEERING ASSISTS, RECOMMEND REFERRING TO SECTION 414-00 OF THE ONLINE WORKSHOP MANUAL.

IF THE CHARGING SYSTEM IS FOUND TO FUNCTION
CORRECTLY, WHEN THE CONCERN OCCURS, SUSPECT THAT THERE MAY BE A
CIRCUIT ISSUE TO THE PSCM. PLEASE REFER TO WIRING CELL 43-1 TO PERFORM
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IF ANY CONNECTOR ISSUES ARE FOUND,
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AT FAULT.

11/14/2012 08:34AM DAN YUROWSKI (FSE) MSS - FCSD - REG - NEW YORK; PLEASE CONTACT FSE DAN YUROWSKI @ (732)685-1323 IF YOU HAVE ANY SUGGESTIONS FOR THIS CONCERN.

11/14/2012 12:36PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE; FSE DAN YUROWSKI INDICATES THAT THE CUSTOMER IS SEEKING BUY BACK DUE
TO LACK OF POWER STEERING CONCERN.
UNABLE TO DUPLICATE THE
CUSTOMER S
CONCERN.
SEEKING INFORMATION REGARDING OTHER CHECKS THAT CAN BE PERFORMED RELATING TO THIS COMPLAINT.

11/14/2012 12:36PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE; DAN, RECOMMEND TO CONTINUE TO

ATTEMPT TO DUPLICATE THE CUSTOMERS COMPLAINT, IF ABLE TO DUPLICATE RECOMMEND TO PERFORM THE PREVIOUS RECOMMENDED CHECK. RECOMMEND TO ALSO INSPECT FOR BINDING SUSPENSION OR STEERING COMPONENTS WHICH COULD RESULT IN A LACK OF STEERING ASSIST. I inspected this vehicle on 11/14/12. I gave my findings to LaShawn Rudolph via telephone. --**FSE Comments** Updated By---DYUROWSK--11/16/2012 09:53:20 AM--11/12/2012 Initial Contact Date Person Contacted Yes Dealership visit planned? 11/14/2012 Visit date, if planned Did Visit Occur? Yes I inspected this vehicle on 11/14/12. I gave my findings to via telephone. ---Concern Summary for Technical Assistance Contact Report Updated By---DYUROWSK--11/16/2012 09:53:20 AM--Linspected this vehicle on 11/14/12. I gave my ia telephone. findings to Inspection Comments for Technical Assistance Contact Repor Updated By---DYUROWSK--11/16/2012 09:53:20 AM--FSE support requested by a Ford department Primary Root cause for Technical Assistance Contact Report (dealer not requesting assistance) Other Root Causes Please explain if "Other" is root cause I inspected this vehicle on 11/14/12. I gave my findings to via telephone. -Recommendation for Technical Assistance Contact Report Updated By---DYUROWSK--11/16/2012 09:53:20 AM--Missing tools/equipment(if identified) Missing tools/equipment ordered during visit? Total hours spent on request 6.0 Created by MCOLFESC Created date 11/09/2012 11:04:05 AM EST Last Revised by DYUROWSK Last revised date 11/16/2012 09:53:20 AM EST This e-mail notification has been generated by: DYUROWSK Thank you...

PE12-017.2 000202LC

Server: AWS Prod

Claims loaded through: 31-OCT-2012

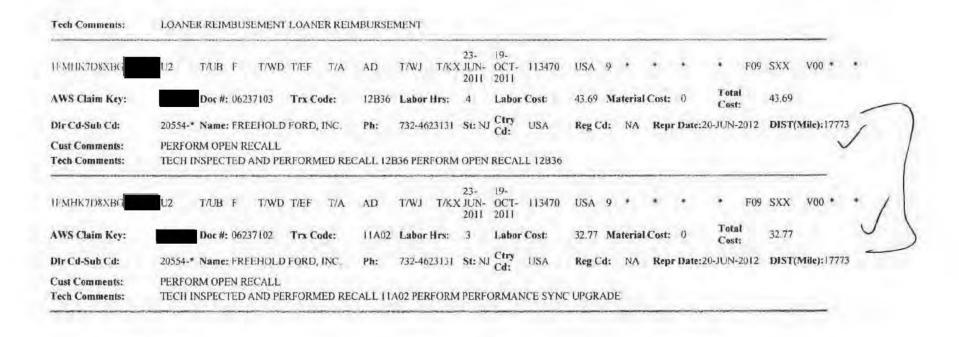
STANDARD CLAIMS LIST

AWS Online Report

Run Date: 01-NOV-12

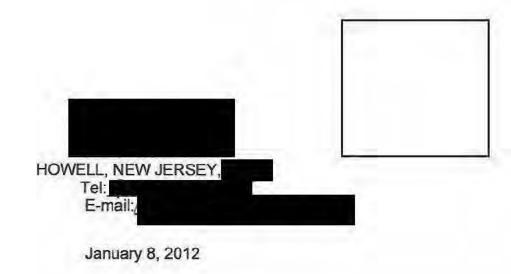
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Any comments? You can contact





ecommunication: Irudolp 1@ford, com

La Shawn Rudolph Ford Motor Company World Headquarters One American Road Dearborn, Michigan 48126-2798

RE: VIN:

1FMHK7D8XBG

2011 Explorer

Dear Mr. Rudolph:

In accordance with my attorney, Joseph R. Torre's letter of January 8th to you with copy to me, I am pleased to (attach) (enclose) the following requested information which I submit without prejudice to existing or future claims or rights I may have:

retainer/agreement signed with my attorney:

Reply: Mr. Torre advises, and I agree, that the fee agreement between he and I is confidential and not subject to distribution. I confirm my engagagement of Mr. Torre as counsel on this matter and his suggestion, with my agreement, that I step in and personally manage the forwarding of documents and to vehicle lessee, Jason Paul.

 current vehicle registration and signed Declaration of Gross Vehicle Weight form

Reply: See attached vehicle registration copy. Also see gross weight certificate copy. IF there is another "form" to complete as to gross weight, please email directly to me @ captjay374@ymail.com, thank you.

sales/lease agreement

 all applicable repair orders Reply: See (attached) or (enclosed) any receipts to be considered for reimbursement Reply: See repair bills three attempts documents supporting commercial use (company purchase, insurance, fuel, mileage) Reply: The vehicle was used both by me to and from work and by my spouse at times. The mileage at this time is 34244. A copy of my insurance card is enclosed. current status of vehicle (location of vehicle, current concerns, mileage) Reply: The vehicle is not being used except by me when absolutely necessary; my concern remains the same i.e. the unpredictable temporary but sudden loss of power steering for various amount(s) of time. The situation is dangerous as it happens unexpectedly and readily causes surprise, panic and interim loss of power control. It is unsetteling, nerve wracking, and unacceptable. In addition, if a vehicle refund is being requested, please have your client fill out and sign the authorization listed below. to release the payment history "I authorize FARD (REDIT and loan balance for my (Name of Lending Institution) TORD EXPLORER (Year and Model of Vehicle) Lending Institution's Phone#

Reply: See (attached) or (enclosed)

I understand a review of my claim will begin when these documents have been received by our office.

I understand I can contact you (by phone) at (313) 845-2881 or submit information to you (by fax) at (888) 699-4620.

Thanking you in advance for your courtesies and attention to this matter.

Very truly yours,

cc: Joseph R. Torre Esq.





3572 ROUTE 9 SOUTH



FREEHOLD, NEW JERSEY 07728
Service: 732-462-3656 SALES: 732-462-3131
Hours 7:00 AM till 5:30 PM Monday thru Friday
Saturday 7:00 AM till 4:30 PM

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3572 ROUTE 9 SOUTH



FREEHOLD, NEW JERSEY 07728 Service: 732-462-3656 SALES: 732-462-3131 Nours 7:00 AM till 6:00 PM Monday thru Friday Saturday 7:00 AM till 4:30 PM

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COMMONWEALTH OF MASSACHUSETTS SUPERIOR COURT

SS. SUPERIOR COURT

MIDDLESEX

CIVIL ACTION # 12-17:55

Plaintiff,

v. COMPLAINT | FORT

Ford Motor Company
Defendant.

PARTIES

Plaintiff and the plant of the

2. Defendant Ford Motor Company ("Ford") is a corporation with a principal place of business in Dearborn, MI 48126. Ford Motor Company is the manufacturer of Ford brand vehicles, and also provides maintenance and repair services to those vehicles through its many authorized dealerships and agents located throughout the United States, including the Commonwealth of Massachusetts.

JURISDICTION

- This Court has jurisdiction over Ford Motor Company pursuant to M.G.L. ch. 223A §
 3(a).
- Ford Motor Company operates retail motor vehicle stores and service facilities in the
 Commonwealth of Massachusetts, and therefore venue is proper.
- Further, Ford Motor Company has voluntarily appeared in Massachusetts, and has affirmatively solicited business from Massachusetts consumers, in addition to directly conducting business with Massachusetts citizens.
- Venue is also proper because a substantial part of the events giving rise to this action occurred within Massachusetts.

FACTS

- 7. On or about 02/09/2011 Plaintiff purchased a new 2011 Ford Explorer from Drum Hill Ford, Lowell, bearing the Vehicle Identification Number 1FMHK8 382BG (the "Vehicle").
- The Vehicle was manufactured by Defendant Ford Motor Company and is now registered
 in the Commonwealth of Massachusetts.
- 9. Drum Hill Ford, Lowell is a Massachusetts corporation with a principal place of business at 1212 Westford Street, Lowell, MA 01851. Drum Hill Ford, Lowell sells Ford brand vehicles to the general public, and is an authorized agent of Ford Motor Company in the Commonwealth of Massachusetts.
- 10. The contract price of the Vehicle, including registration charges, document fees, and sales tax, but excluding certain other finance and collateral charges not specified, totaled more than \$42,785. A true and correct copy of the sales contract, odometer disclosure statement, and registration is attached hereto, made a part hereof, and marked Exhibit "A."
- 11. In consideration for the purchase of the Vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations and undertakings with respect to the reliability and workmanship of the Vehicle, and the remedial action that Defendant would undertake in the event that the Vehicle failed to meet the promised specifications.
- 12. The above-referenced warranties, guarantees, affirmations and undertakings were part of the basis of the bargain between Defendant and Plaintiff.
- 13. The bargain between the parties included an express 3 year/36,000 mile basic warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

- 14. However, as a result of Defendant's ineffective repair attempts, the Vehicle has been impaired and is unable to be operated for all of its intended utilities.
 - 15. Plaintiff may have resorted to Defendant's informal dispute settlement procedure.
- 16. However, 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).
- 17. Within the warranty period, Plaintiff complained to Defendant, either directly or through its agents, on at least three occasions, about defects or non-conformities in the Vehicle, including but not limited to: check engine light, air conditioning system, automatic transmission, accessories, fluid leak, My Touch/Navigation system, Sync system and engine. True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "B."
- 18. Plaintiff avers that the Vehicle has been subject to additional repair attempts for defects and conditions that Defendant's warranty dealer failed to document.
- 19. Plaintiff avers that Defendant's warranty dealer failed to provide to Plaintiff with all warranty repair receipts that were generated, or should have been generated, in conjunction with repairs or repair attempts on the Vehicle.
- 20. Plaintiff avers that Defendant's warranty dealer did not provide to Plaintiff, or otherwise maintain, technicians' notes of diagnostic procedures and repairs, in addition to Technical Service Bulletins issued by Defendant relative to the Vehicle's make and model.
- 21. On or about February 8, 2012, Plaintiff and/or Plaintiff's counsel informed Defendant that Plaintiff no longer wished to keep the Vehicle, and demanded that a substitution of collateral or repurchase of the Vehicle occur, in accordance with the Massachusetts New Car Lemon Law.
 - 22. Plaintiff agreed to delay filing suit by a period of weeks/months based on Defendant's

representation that a new repair procedure would be available which could permanently cure the nonconformities.

23. The new repair procedure never materialized and/or was unsuccessful, and Plaintiff thus now brings suit.

Count I Violation of M.G.L. ch. 90 § 7N½

- 22. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.
- 23. Defendant, through its authorized repair agent(s), made three or more repair attempts to address the same general defect in the Vehicle without success.
- 24. Defendant through its authorized repair agent(s) kept the Vehicle out of service for repair for 15 business days or more during the first year or 15,000 miles.
- 25. Defendant failed to provide Plaintiff with accurate warranty receipts of each and every repair attempted on the Vehicle.
- 26. Plaintiff noticed Defendant the intention to return the Vehicle for a repurchase or replacement.
- 27. Defendant sold Plaintiff a defective vehicle that has never met the original purpose of "dependable, reliable and safe transportation," and has hindered Plaintiff with consistent malfunctions and impairments of use.
 - 28. Due to Defendant's violation(s) of M.G.L. ch. 90 § 7N1/2, Plaintiff has incurred damage.

<u>Count II</u> <u>Violation of the Magnuson Moss Warranty Improvement Act</u>

- Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.
 - 30. Plaintiff is a 'consumer' as defined by 15 U.S.C. §2301(3).

- 31. Defendant is a 'supplier', 'warrantor', and 'service contractor' as defined by 15 U.S.C. § 2301 (4), (5) and (8).
 - 32. The Vehicle is a 'consumer product' as defined by 15 U.S.C. § 2301(1).
- 33. The Magnuson Moss Warranty Improvement Act (the "Act") binds Defendant to all warranties implied by state law, in addition to those provided for in private transaction. Said warranties are imposed on all transactions in the state in which a vehicle is delivered.
- 34. Plaintiff avers that the provisions of the Act implicate and enhance all rights and remedies available under the Massachusetts UCC, as codified at M.G.L. ch. 106.
- 35. A violation of the Massachusetts UCC within a consumer transaction also constitutes a violation of the Act, and entitles a prevailing consumer under 15 U.S.C. § 2310(d)(2) to damages and attorney fees.
- 36. By the terms of the Defendant's oral and written warranties, affirmations, promises, and/or service contracts regarding the Vehicle, Defendant agreed to provide Plaintiff with a reliable vehicle and to perform effective repairs on the Vehicle at no charge to Plaintiff.
- 37. Defendant failed to honor the express and implied warranties owed to Plaintiff, either under its own warranties or those constructed by Massachusetts law, and thereby violated the Magnuson Moss Warranty Improvement Act.
- 38. As a direct and proximate result of Defendant's failure to comply with the implied and express warranties that accompanied Plaintiff's purchase of the Vehicle, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
- 39. Due to Defendant's violation of the Act, Defendant must reimburse Plaintiff for the reasonably incurred attorney's fees in accordance with the provisions of the Magnuson Moss Warranty Improvement Act.

Count III Violation of M.G.L. ch. 93A

- 40. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.
- 41. Ford Motor Company is engaged in 'trade or commerce' within the meaning of M.G.L. ch. 93A.
 - 42. Richard Raposo is a person within the meaning of M.G.L. ch. 93A § 1.
- 43. In accordance with the provisions contained in M.G.L. ch. 93A § 9(3), Plaintiff served upon Ford Motor Company a written demand for relief over thirty days prior to the filing of this action. A copy of the written demand is attached hereto, made a part hereof and marked as Exhibit "C."
- 44. More than thirty days have expired since Ford Motor Company's receipt of Plaintiff's Chapter 93A demand letter, and no reasonable offer of settlement has been received from Ford Motor Company.
- 45. The conduct of Ford Motor Company, as alleged herein, constitutes willful and knowing violations of M.G.L. ch. 93A § 2, and as a result thereof, Plaintiff has been permanently and irreparably harmed.

JURY DEMAND

Plaintiff demands a jury by trial on all claims so triable.

WHEREFORE, Plaintiff prays for the following relief:

- 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;
- For treble damages and attorneys fees and costs against Defendant, as permitted under M.G.L. ch. 93A § 9; and

For such other and further relief as the Court deems just and proper.

Respectfully Submitted, Drew Peck, By his Attorneys,

Fred Davis, Esquire, BBO# 624877 Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002 (800) 536-6652 ext. 140

fdavis@lemonlaw.com

OPEN MONDAY THRU FRIDAY 7:00 A.M. - 5:00 P.M. SATURDAY 7:30 A.M. - 2:00 P.M.



DRUM HILL FORD, INC.

1212 Westford Street LOWELL, MA 01851 Phone: (978) 452-3900 Fax: (978) 937-1913 www.drumhillford.com

Approved Auto Repair Facility

- WHERE THE CUSTOMER ALWAYS COMES FIRST!
- VISIT OUR WEB SITE AT www.drumhillord.com
- #1 IN CUSTOMER SATIS-FACTION IN THE BOSTON DISTRICT SINCE 1997!
- BLUE OVAL CERTIFIED SINCE 1999

CUSTOMEN NO.	ALAN RANDELL	30258 TAG HO.	09/11/12	FOCS171493
	LANGHENATE 100 100 100 100 100 100 100 100 100 10	MREAGE	BRDEAUX RED	19237
	11/FORD TRUCK/EXPL		02/09/11	DELIVERY INCES
CONCORD, MA	VEIOCLEININO.		SELLENG CENTER IND	PRODUCTICAL DATE
NO EMAIL	FTEID	P.O 160	N 0 DATE	-
INDIVERSIFIED PROME	COMMICTAL		08/31/12	
OB// 1 CHARGES				MO: 227
ABOR- 1 45F0Z01 STEERING CONCERN CUSTOMER STATES VEHICLE INTE 1DS TEST. C2000.49. MOTOR ELECTRONIC FAILURE. REPLACED CONFIGURE MODULE. RESET TOE	TECH(S): 672 879 RHIT. LOSES POWER STEERING ITATION SENSOR INTERNAL THE STEERING RACK AND			
PARTS	DESCRIPTION	WARRAITY WARRAITY L - PARTS 0.00		
DOB# 1 TOTALS				
JOB# 2 CHARGESJC	8# 1 JOURNAL PREFIX FOCS JOB!	1 TOTAL 0.00		
ABOR ## 2 85F02 ACCESSORIES CUSTOMER STATES MYFORD TOUCH PERFORMED SOFTWARE UPDATE PE	TECH(S):879 IS HAVING COMMUNICATION ISSUES R TSB 12 09 01	WARRANTY		
XXB提 2 TOTALS	Alag	2	0	
OBII 3 CHARGES	DIF 2 DOURNAL PREFIX FOCS DOBA	2 TOTAL 0.00		
REVIEW WITH CUSTOMER MARK OF	F INSPECTION STICKER HONTH TEST	0.00		
CBU 3 TOTALS		4		
08// 4 CHARGES	B# 3 JOURNAL PREFIX FOCS JOB#	3 TOTAL 0.00		
ABOR	TECH(S):879 FON AT THIS FIME	0.00		
CHECK BATTERY IN GOOD CONDIT	ion			
OB# A TOTALS				
OB# 5 CHARGES JO	B// 4 JOURNAL PREFIX FOCS JOB/	4 TOTAL 0.00		
ABOR		5 5 7 7 7 3 3 3 4 6 F		
PAGE 10F 7 CUSTOMER C	OPY (CONTINUED O	N NEXT PAGE 04-07pm		

OPEN MONDAY THRU FRIDAY 7:00 A.M. - 5:00 P.M. SATURDAY 7:30 A.M. - 2:00 P.M.



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- BLUE OVAL CERTIFIED SINCE 1999

CUSTOMEN RIC	ALAN RAN	DELL 30258 TAG	rio.	"059/11/12	FOCS 171493
	99.95	LICENSE NO. DICEAS	22,744	BRDEAUX RED	18237
	11/FORD	TRUCK/EXPLORER/4DR		02/09/11	DELIVERY MILES 17
CONCORD, MA		K 8 F 8 Z B G		SELLING DEALER NO.	PRODUCTION DATE
NO EMAIL	F 7. E. NO	P. C. 133		08/31/12	
BUSINESS PHO	te COMMENTS			1 22 53 53	MO: 2274
ABOR	0 DV	WC2 070	0.00		
ABOR # 5+33FOZGBK BRAKES CHECKED dded Operation (ALANR @ 09/05/201: BRAKE LINING WEAR CHECK	2 16:06) KED. BRAKES WEARING OK AT	THIS TIME.	0.00		
OB# 5 TOTALS					
IOB# 6 CHARGES	JOB# 5 JOURNAL PREF	X FOCS JOB# 5 TOTAL	0.00	(
75W 0 5 5 5 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			. ,	l l	25
ABGR	8 OK TECH	(S):879	0.00		
TIRE TREAD WEAR CHECKE	D. TIRES WEARING OK AT TH	IS TIHE.			1
IOB# 6 TOTALS					
	JOB# 6 JOURNAL PREF	IX FOCS JOB# 6 TOTAL	0.00		
XOB# 7 CHARGES	***************		********		
ABOR	NSION TECH	H(S):30258	WARRANTY	V	Y
ABOR	2 16:13) 9311481				1
JOB# 7 TOTALS					
	JOB/ 7 JOURNAL PREF	IX FOCS JOB# 7 TOTAL	0.00	1	
OTALS	*********			10	
***********	******	TOTAL LABOR	0.00		
[] CASH [] CHECK CK NO. [7 *	TOTAL PARTS	0.00		
[] VISA [] NASTERCARD [] DISCOVER *	TOTAL G.O.G, TOTAL HISC CHG.	0.00	1	
[] AHER XPRESS [] OTHER	[] CHARGE *	TOTAL HISC DISC	0.00		
*****************	*******	TOTAL INVOICE \$	0.00		
THANK YOU FOR YOUR BUSINESS!!		and the same of	2.55	1	
CUSTOMER SIGNATURE					
PAGE 2 OF 2 CUSTO	MER COPY	I END OF INVOICE I	04:07om		

Prin:

VIN: 1FMHK8F82BG

Year: 2011

Model: EXPLORER Case: 1189311481

Name:

Owner Status: Original Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED WSD: 2011-02-09 Primary Phone

Reason Desc: CLP - IN - FIN ASSIST - PARTS DELAY

Secondary Phone:

Issue Type: 03 CONCERN

Initial Customer Contact: 09/04/2012

Issue Status: CLOSED

Action: FIELD - OPEN CONCERN ISSUE

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 3500 MI

Comm Type: PHONE Analyst Name: TRETTENERO, ANGELAAnalyst: ATRETTEN

Action Date: 09/04/2012

Action Time: 12.48.32.692Action Data: No

Comments VEHICLE THAT IS DOWN WAITING FOR AN ELECTRONIC STEERING RACK, POWER STEERINGASSIST CUTS OUT WHILE DRIVING. THE PART IS ON NATIONAL BACK ORDER, VEHICLE HAS HAD ACUDL CONTACT IN THE PAST FOR MY-TOUCH FAILURES, NO ESP, CUSTOMER NEEDS RENTAL ETA OF THE RACK IS NOVEMBER ACCORDING TO THE ORDER RESPONSE. NEED ASSISTANCE LOCATING THE PART ANDALSO RENTAL ASSISTANCE, PART #: BB5Z-3504-HE, COR# 08312, CSM OFFERED TO ASSIST WITH RENTAL, SM STATES THAT HE HAS FOUND THE PART AT ANOTHER DEALERSHIP AND WILL BE ORDERING IT ASAP - SM ASKING FOR CSM ASSISTANCE ON THE DIFFERENCE THAT FMC WILL PAY THEM SINCE IT IS BEING SHIPPED FROM ANOTHER DEALERSHIP - CSM TO ASSIST.

Action: CREATE FOLLOW UP

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 3500 MI

Comm Type: PHONE

Analyst Name: TRETTENERO, ANGELAAnalyst: ATRETTEN

Action Date: 09/05/2012

Action Time: 15.01.00.236Action Data: Yes

Comments 2011 EXPLORER W/ 3500 MILES - WSD=02-09-2011 - LTV=64 - NO HOTLINE CONTACT - NO ESP - NO OPEN RECALLS - NO RELATED CLAIMS - OBC TO SM ALAN @ 978-452-3900 - CSM AGREED TO ASSIST DEALERSHIP, PLEASE PROVIDE RO AND LINE # FOR CSM TO CUT CODE ONCE REPAIRS ARE COMPLETE, CSM TO FU 09-12-2012.

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-12-2012
TIME OF FOLLOWING (HH-MM)	18-30

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 08988 DRUM HILL FORD, INC.

Comm Type: VISIT

Odometer: 3500 MI Analyst Name: ALAN RANDEL

Analyst: A-RANDE5

Action Date: 09/06/2012

Action Time: 13.49.27.995

Action Data: No

Origin Desc: DEALER

Comments POWER STEERING RACK RECIEVED BY DEALER (DEALER PURCHASED FROM ANOTHER DEALER TO EXPEDITE REPAIR DUE TO EXTENDED BACK ORDER OF THE PART) DEALER SPOKE THE CSM ABOUT PART PRICE DIFFERENCE WOULD BE CHEAPER THAN RENTAL COSTS FROM EXTENDED PARTS DELAY, PARTS DIFFERENCE \$144.25, RENTAL ASSIST \$ 210.00 (7 DAYS X \$30/DAY)P&A 08988, RO# 171493, LINE # 07,

Action: CONCERN ADDRESSED Dealer: 08988 DRUM HILL FORD, INC.

Odometer: 3500 MI

Comm Type: PHONE

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Analyst Name: TRETTENERO , ANGELAAnalyst: ATRETTEN
Action Date: 09/06/2012 Action Time: 15.59.44.144Action Data: Yes

Comments SM STATES THAT THE PART HAS ARRIVED AND THE VEHICLE IS REPAIRED. RO # 171493 - LINE 07 - P-11 PROGRAM CODE FOR \$355 = M04FZ. NO FURTHER ACTION. CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	64
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)	Y
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	355
-CUSTOMER'S SHARE OF REPAIR COST (\$)	0
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	0
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	0
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	355
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Print

VIN: 1FMHK8F82BG

Year: 2011

Model: EXPLORER Case

Name:

Owner Status: Original

WSD: 2011-02-09

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Primary Phone: Secondary Phone:

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED

Dealer:

Origin Desc: CROSS COUNTRY MOTOR CLUB

Odometer: 003500 MI Analyst Name:

Comm Type: MAIL Analyst: SYSTEM

Action Date: 05/28/2011

Action Time: 05.15.29.538

Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED

Dealer:

Comm Type: MAIL

Odometer: 022000 MI Analyst Name:

Analyst: SYSTEM

Action Date: 08/31/2012

Action Time: 22.41.45.893

Origin Desc: CROSS COUNTRY MOTOR CLUB

Action Data: No

Comments DISPATCH SCHEDULED

Print

VIN: 1FMHK8F82B(Name: Year: 2011

Owner Status: Onginal

Symptom Desc: STRG/HANDLING STEERING COLUMN

Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT FILM

Issue Type: 01 INQUIRY

Issue Status: CLOSED

WSD: 2011-02-09 Primary Phone:

Model: EXPLORER Case

Secondary Phone:

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: US CONCERN CASE

BASE

Odometer: 12506 MI

Comm Type: INBOUND CUSTOMER

EMAIL

Analyst Name: NEGARDE, FERY SHEN

IEN Analyst: FNEGARDE

BELGA

Action Date: 08/27/2012

Action Time: 12.01.05.518

Action Data: No

Comments CUSTOMER SAID: THREAD ID:1-6CNO6X>MISSED THE POINT OF CUST EMAIL>WASN'T ASKING FOR ASSISTANCE FROM FORD FOR MY OWN BEHALF>DOING EVERYTHING IN MY POWER TO ALERT FORD, NHTSA, AND NTSB THAT THE 2011 FORD EXPLORER SUFFERS FROM A MAJOR STEERING DEFECT > MORAL AND LEGAL RESPONSIBILITY TO TAKE ACTION NOW LIES ENTIRELY WITH FORD MOTOR COMPANY> ASK THAT YOU FORWARD THIS EMAIL TO SOMEONE WITHIN YOUR ORGANIZATION WHO CAN TAKE THE APPROPRIATE PREEMPTIVE ACTION BEFORE A TRAGEDY OCCURS—DRUM HILL FORD, INC1212 WESTFORD STREETLOWELL MA 01851(978) 452-3900CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY 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.***ADVISED ABOVE PHRASEOLOGY***ATTACHED EMAIL***UPDATED CUST PROFILE***OBC TO DLR-SPOKE WITH S/A CARLOS-LAST TIME VEH VISITED DLRSHP WAS 06-22-12 FOR ISYNC ISSUES AND OIL CHANGE-WAS TRANSFERRED TO S/A TIM PETERSON THAT HELP OUTCUST CALLED TO THE DLRSHP LAST FRI REGARDING THE CURRENT CONCERN W/C IS THE POWER STEERING-VEH NOT BEEN DIAGNOSED YET FOR THE POWER STEERING CONCERN

Server: AWS QA Claims loaded through: 27-NOV-2012

STANDARD CLAIMS LIST

AWS Online Report

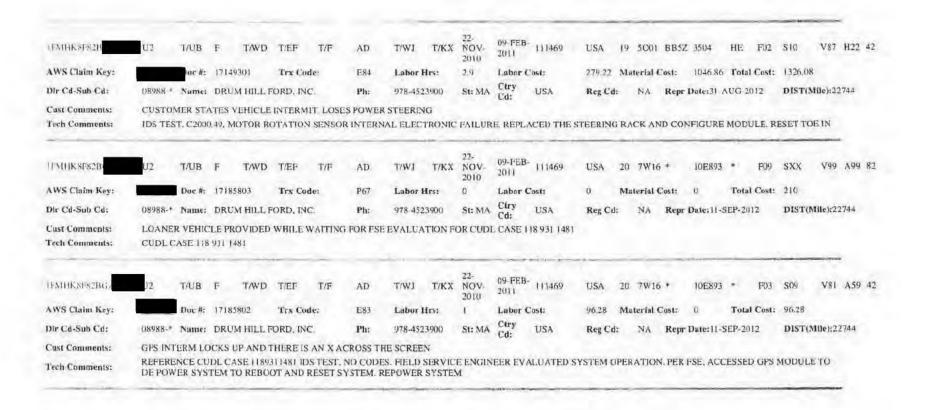
Run Date: 28-NOV-12

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

VIN	AWS	WERS VL	MKT DER	BODY	VER SERIES	DRIVE TYPE	PLANT CD	TRANS	ENG COD	PROD	WARR	SELLING DEALER	SELL	TIS	WCC	PREF	BASE	SUFF		VRT ROW	VFG	CCC
HAMIKSES2BCE	2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB- 2011	111469	USA	4	6Y20		TAPI		F09	sxx	V99	A99
AWS Claim Key:		Doc#:	15562	104	Trx Cod	e:	TAPI	Labor H	irs:	0	Labor C	ost:	0	Ma	terial (Cost:	0	Total	Cost:	120		
Dir Cd-Sub-Cd:	08988.*	Name:	DRUM	HILLF	ORD, INC		Ph:	978-4523	3900	St: MA	Ctry Cd:	USA	Reg Cd	l:	NA	Repr	Date:31	MAY-20	011	DIST	Mile):35	27
Cust Comments: Tech Comments:	TAP REI		OR BA	SE WAR	RANTY V	ORK																
пмикявязясь	U2	T/UB	F	7/WD	T/EF	T/F	AD	T/WI	T/KX	22- NOV- 2010	09-FEB- 2011	111469	USA	4	1F05	BA8Z	8C607	c	F04	SII	V45	E23
AWS Claim Key:		Doc#:	15562	101	Trx Cod	22	1	Labor H	irs:	.6	Labor C	ost:	54,24	Ma	terial (Cost:	311.71	Total	Cost:	365,95		
Olr Cd-Sub Cd:	08988-+	Name:	DRUN	HILL F	ORD, INC		Ph:	978-4523	3900	St: MA	Ctry Cd:	USA	Reg Cd	1:	NA	Repr	Date:31	MAY 2	011	DIST	Mite):35	27
Cust Comments:	CUSTON	MER STA	TES CI	HECK EN	GINE LIC	GHT CAM	EON. VE	HICLE W	OULD	NOTGO	OVER 20	MPH. A C	STOPPED	wo	RKING	BEFO	RE LIGH	TT CAN	IE ON			
Tech Comments:		YT FAN	IS BAD	REPLA	CED COO	LANT FA	N PER TS	B 11.5 18	06/02/2	011 VEH	ICLE EX	HIBITED A	LSYMP	TOM	SANI	VEHI	CLE REP	AIRED	AS PE	R TSB		
	PUBLISI	IED																				
FMHK8F82BC	U2	T/UB	P	T/WD	TVEI*	T/F	AD	TVWJ	T/KX	22- NOV- 2010	09-FEB- 2011	111469	USA	4	7H06		FREON	•	F07	S08	V79	C02
		T/UB	F 155750		T/EF		AD	T/WJ	4.796.07	NOV-			USA 37.32	4.5	7H06		FREON		F07		V79	C02
AWS Claim Rey:		T/UB Doe#:		X02	3.4	**	AD 1 Ph:		rs:	NOV- 2010	2011			Ma		Cost:	C. C. C. C.	Total	Cost:	37.32	V79 Mile):35	
AWS Claim Rey: Dir Cd-Sub Cd: Cost Comments: Tech Comments:	U2 08988-* CUSTOM	T/UB Doe#: Name:	DRUM TES A	XO2 I HILL FO C NOT C	Trx Code	*) Ph:	Labor II 978-4523	lrs: 1900	NOV- 2010 4 St: MA	2011 Labor C Ctry Cd:	ost:	37.32 Reg Cd	Ma i:	NA	Cost: Repr	0 Date:01-1	Total	Cost:	37.32		

AWS Claim Key:		Doc#:	15575	100	Trx Coc	le:	1	Labor 1	Ars:	.5	Labor (105t:	46.65	Materia	Cost:	44.9	Total	Cost:	91.55		
Dir Cd-Sub Cd:	08988-*	Name:	DRU	M HILL F	ORD, INC		Ph:	978-452	3900	St: MA	Ctry Cd:	USA	Reg Cd	NA	Rep	r Date:01-	UN-201	1	DIST(N	Ille):352	7
Cust Comments: Fech Comments:								OULDING				SSENGER	DOOR								
FMHK8182B	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB 2011	111469	USA	9 3A	14 •	7A 100		F04	\$11	V48	P66
AWS Claim Key:		Doc#:	16119	003	Trx Coc	le:	S07	Labor !	lrs:	3	Labor (Cost:	279.87	Materia	Cost:	59.54	Total	Cost:	339.41		
Dir Cd-Suh Cd:	08988-*	Name:	DRUM	HILL P	ORD, INC	2	Ph:	978-452	3900	St: MA	Ctry Cd:	USA	Reg Cd	NA	Rep	r Date:26-	OCT-20	11	DIST(M	lile):988	0
Cust Comments:	YOU FO			EHICLE	CLUNKS	AT TIMI	S WHEN	YOU LE	OFFTI	IE GAS 7	THEN RE	EAPPLY HA	APPENS WI	ENYO	REAC	CELATE A	ROUNI	D 20 MI	PH, JOL	TS	
ech Comments:												STOMERS OF					RANSM	OISSIN	N		
FMHKSF82B	U2	T/UB	E	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB 2011	111469	USA	9 7M	02 -	14D212		F03	S09	V83	G32
WS Claim Key;		Doc#:	15119	004	Trx Cod	le:	1	Labor	Ars:	1.3	Labor (Cost:	121.28	Materia	Cost:	0	Total	Cost:	121.28		
lr Cd-Sub Cd:	118988-*	Name:	DRU	HILL F	ORD, INC	7.	Ph:	978-452	3900	St: MA	Ctry Cd:	USA	Reg Cd	. NA	Rep	r Date:26-	OCT-20	1.1	DIST(N	lile):988	()
ust Comments:	SCREEN	ONLY	WORK	S 50% OI	THE TIN	AE.						AMERA DO								ESON	
FMHK8F82BC		T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB 2011	111469	USA	12 3Z	8 7E5	Z 7H469	Α	F04	S11	V48	L73
WS Claim Key:		Joc #:	16392	101	Trx Cod	le:	E84	Labor I	irs:	3,3	Labor 6	Cost:	307.86	Materia	Cost:	78.91	Total	Cost:	386.77		
lr Cd-Sub Cd:	08988.*	Name	DRUM	HILL F	ORD, INC	,	Ph:	978-452	3900	St: MA	Ctry Cd:	USA	Reg Cd	NA.	Rep	r Date: 18-	JAN-201	12	DIST(N	1ile):125	06
ust Comments: ech Comments;	CHECK	VEHICL	E FOR	LEAKS.	AND FOU	ND THE	POWER	TAKE OFF	UNITT		AKING I	FROM THE	SEALS, RI	PLACE	TRAN	SFER CAS	EE DRIV	ÆGEA	R SEAL	s	
			F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB 2011	111469	USA	12 7M	01 -	18C869		F03	509	V81	A07
Улнкавагво	U2	T/UB																			
	U2	Doc#:		102	Trx Cod	e:	E83	Labor I	Ars:	.6	Labor (Cost:	55,98	Materia	i Cost:	0	Total	Cost:	55.98		
VS Claim Key; fr Cd-Sub Cd:	U2 08988-*	Doc#:	16392		Trx Cod	No.	E83 Ph:	Labor I 978-452		.6 St: MA	Labor (Ctry Cd:	Cost: USA	55,98 Reg Cd			() or Date: 18				(ile): 25	06
WS Claim Key:	08988-* CUSTON	Doc #: Name:	16392 DRUM	HILL F	ORD, INC	STOPPED	Ph:	978-452	3900	St: MA	Ctry Cd:		Reg Cd	NA.	Rep		JAN-201	12	DIST(N		06

)FMHK8F82BG.	U2	T/UB	F	T/WD	T/EF	T/F	AD	LW\L	Т/КХ	22- NOV- 2010	09-FER 2011	11)469	USA	14 *				F09	SXX	V00 *	00
AWS Claim Key:		Doc #:	16543	702	Trx Co	le:	11A02	Labor	Hrs:	3	Labor (ost:	27.99	Materi	d Cost:	116.05	Total	Cost:	144,04		
Dir Cd-Sub Cd:	08988-*	Name:	DRU	M HILL F	ORD, IN		Ph:	978-45	23900	St: MA	Ctry Cd:	USA	Reg Cd	: NA	Rep	r Date:05	-MAR-2	012	DIST	ffle):1523:	5
Cust Comments:	MYTOU	CH NAV	FAIL	URE. API	T WITH	THE FSE	CHEDUI	.ED													
Tech Comments:	PROGR/	AM IIA	12 INST	TALLED	NEW SD	CARD AN	D REFLA	SHEDS	OFTWAI	RE TO NE	WEST L	EVEL									
IFMIKSES2B	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB- 2011	111469	USA	17 3A	u *	7000	٠	F04	SH	V48 P6	6
AWS Claim Key:		Doc #:	16910	802	Trx Co	ie:	S07	Labor	tirs:	1.5	Labor (ost:	144.42	Materia	il Cost:	0	Total	Cost:	144.42		
Dir Cd-Sub Cd:	08988-*	Name:	DRUM	M HILL F	ORD, IN	2	Ph:	978-45	23900	St: MA	Ctry Cd:	USA	Reg Cd	: NA	Rep	r Date:22	-JUN-20	12	DIST(M	4ile):19502	2
Cust Comments:	CHECK	AFTER :	SLOW	WING DO	WN TO	ABOUT I	мен тне	EN GOIN	G TO A	CCE LLE		R JERKS F	OWARD (SEE HIS	TORY)						
Tech Comments:	THIS TO		TTEM	PT TO RE	EPLICAT	E, PERFO	RMED IDS	S TEST,	NO COD	ES OR M	ODE 6 D.	ATA STOR	ED, VERIF	IED SOI	TWAR	E LEVEL.	UNABL	ETOR	EPLICA	TE AT	
PMHKSFS2HC	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	()9-FEB- 2011	111469	USA	17 *			*	F09	sxx	V00 +	
AWS Claim Key:		Doc#:	16910	806	Trx Coc	le:	12836	Labor	Hrs:	4	Labor C	Cost:	38.51	Materia	il Cost:	0	Total	Cost:	38.51		
Dir Cd-Sub Cd:	08988 *	Name:	DRUM	4 HILLE	ORD, INC		Ph:	978-45	23900	St: MA	Ctry Cd:	USA	Reg Cd	: NA	Rep	r Date:22	JUN-20	12	DIST	file):1950	2
Cust Comments: Fech Comments:	RECALL				ROGRAM	COOLAN	T FAN M	ODULE			00,										
EMHK8F82BG	J2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB- 2011	111469	USA	19 50	01 *	3504		F02	S10	V87 H.	22
WS Claim Key:		Doc#;	17149	307	Trx Coc	le:	PII	Labor	Hrs:	0	Labor C	ost:	0	Materia	d Cost:	0	Total	Cost:	355		
Oir Cd-Sub Cd:	08988-*	Name:	DRUN	HILLF	ORD, INC	+	Ph:	978-45	23900	St: MA	Ctry Cd:	USA	Reg Cd	: NA	Rep	r Date:31	-AUG-20	012	DIST(N	file):2274	1
Cust Comments: Fech Comments:	CUDL CO RENTAL			E [[893]	1481																
EMHK8F82H	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/WJ	T/KX	22- NOV- 2010	09-FEB- 2011	111469	USA	19 7M	02 *	[4D2]	2 *	F03	S09	V81 A8	16
AWS Claim Key:		Doc#:	17149	302	Trx Cod	e:	E83	Labor	Hrs:	.3	Labor C	ost:	28.88	Materia	l Cost:	0	Total	Cost:	28.88		
Dir Cd-Sub Cd:	08988	Name:	DRUX	HILL P	ORD, INC		Ph:	978-452	23900	St: MA	Ctry Cd:	USA	Reg Cd	. NA	Rep	r Date:31	AUG 20	012	DIST(M	(lle):22744	1
Cust Comments:	CUSTON	ER STA	TES M	YFORD	TOUCHI	SHAVING	COMMI 01	INICAT	ION ISSI	ES											



Any comments? You can contact

wehmaster

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

Save

Folder Number:

File Report To This Folder

File Report To A Folder Exists in Folder(s)

Add Comments

Previous

Next

Mail Report

Download Options

Report Detail Section: View Details

Attachments: 0

Report#:

Received:

09/06/2012

CCRG/EPRC:

Reviewed Status:

Date:

2011, EXPLORER 4X4 (U502), LIMITED, 4 Vehicle: DOOR , MPV , 1FMHK8F82BG

Build Date: 11/22/2010

Odometer:

22,744 M

Engine:

3.5L CYCLO

Calibration: BUB1SNOA

Transmission:

6F50

Axle:

A/C:

YES

Dealer:

USA 08988 Drum Hill Ford, Inc.

Phone#:

(508) 452-3900

City:

Lowell

State:

Massachusett Country:

USA

Originator:

ALAN RANDELL

Symptom:

6 62 4 39 SP/ST/RD,STEER/STER WHL,PERFORMANCE,INTERMITTENT

Status:

VFG:

V87 STEERING

Additional

STEERING GEAR CONCERN

Symptom: Fix:

Causal Component:

Condition Code:

Hotliner: NLAMILZA

Phone: 313 317-9374

Regn Cd: N2 Boston

Engineering:

Phone:

TAR:

DIr Contact: ALAN RANDELL

Phone: 000 000-0000

Title Cde: SW

KOEO:

KOEC: C200D

KOER:

Comments:

REPAIR

09/06/2012 12:08PM NICHOLAS LAMILZA MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: INTERM LOSS OF STEERING DIAGNOSTICS: IDS TEST, CODE C200D:49. PERFORM DIAG VIA WSM. REPLACE RACK PARTS REPLACED:STEERING GEAR, PART #BB5Z 3504 HE TECH QUESTION:DRIVER OF VEHICLE EXPERIENCED STEERING LOSS IN TRAFFIC AND HAD A CLOSE CALL. DRIVER HAS LOST CONFIDENCE IN THE VEHICLE. IS THERE ANY NEW TECHNICAL INFO I CAN PROVIDE THE DRIVER TO RESTORE HER CONFIDENCE THAT THE PROBLEM SHOULD NOT RE-OCCUR. THE DRIVER HAS BEEN READING OF MULTIPLE REPORTS OF THIS HAPPENING ON THE INTERNET, HAS THERE BEEN A CHANGE IN THE ELECTRONICS OF THE RACK? IS THIS A PROGRAMMING TOLERANCE ISSUE? WAS THIS A BAD RUN OF RACKS? WHAT IS DIFFERENT (IF ANY) ABOUT THIS COMPONENT THAT SHOULD KEEP THIS FROM HAPPENING AGAIN. DRIVER HAS STATED THAT SHE FEELS UNSAFE IN THE VEHICLE AND WILL BE ON PINS AND NEEDLES EVERY TIME SHE IS DRIVING. IS THERE ANYTHING I CAN TELL HER TO MAKE HER FEEL SAFE IN THE CAR AGAIN?

RECOMM 09/06/2012 12:08PM NICHOLAS LAMILZA MSS - FCSD - TECH SVC HOTLINE ALAN, THE ACTION YOU TOOK BY REPLACING THE STEERING GEAR WAS CORRECT AND SEEMED TO RESOLVE THE ISSUE. IF THE VEHICLE HAS BEEN TEST DRIVEN AND THE CODE DID NOT RESET AND THE VEHICLE NEVER LOST ASSIST, THE REPAIR IS COMPLETE AND YOU SHOULD RETURN THE VEHICLE TO THE CUSTOMER. IF THE CUSTOMER STILL HAS AN ISSUE WITH THE VEHICLE OR IS NOT COMPLETELY SATISFIED, ADVISE THEM TO CONTACT THE CUSTOMER RELATIONSHIP CENTER AT 800-392-3673, THANK YOU.

REPAIR

09/06/2012 03:04PM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE I ASSUME THEN THAT THIS IS THE SAME STANDARD SERVICE REPLACEMENT PART THAT WOULD HAVE BEEN USED 6 OR 9 MONTHS AGO AND THERE HAS BEEN NO. REVISIONS TO THE PART AND/OR SUPPLIER. GRANTED THIS VEHICLE WAS

MANUFACTURED NOV 2010 AND I ASSUME THAT THE PARTS ARE CURRENTLY BEING MANUFACTURED (NOT A LEFT OVER STOCK PILE FROM 2010). HAS THERE BEEN ANY REPORTS OF REPEAT FAILURES ON REPLACED RACKS?

RECOMM 09/06/2012 03:04PM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE

ALAN, THANK YOU FOR THE UPDATED INFORMATION. WE ARE NOT FOLLOWING ANY TRENDS OF REPEAT FAILURES OF STEERING GEARS ON THIS VEHICLE. REPLACEMENT OF THE GEAR HAS SHOWN TO BE AN EFFECTIVE REPAIR FOR THIS CONCERN. IF THE CUSTOMER HAS ANY REMAINING CONCERNS REGARDING THE VEHICLE, PLEASE REFER THEM TO THE CUSTOMER RELATIONSHIP CENTER AT THE NUMBER PROVIDED ABOVE.

REPAIR 09/06/2012 06:02PM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE THANK YOU FOR THE FOLLOW UP. I WILL SPEAK WITH THE CUSTOMER.

RECOMM 09/06/2012 06:02PM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE YOU ARE WELCOME ALAN, AND WE ARE GLAD TO HELP THE TEAM. THANK YOU FOR

CONTACTING THE TECHNICAL HOTLINE. Download Options

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

Add Comments Previous Next Save Mail Report

Requester: MVALLA Report Summary

Server: ECCWS686

Ford Proprietary, Private

28-Nov-2012

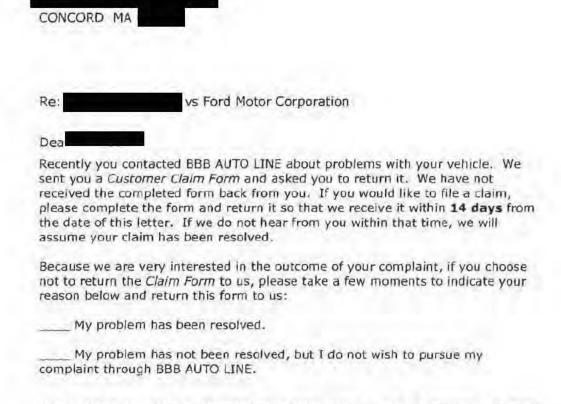
Retention: None

PE12-017.2 000232LC

BBB AUTO LINE



July 6, 2012



IF YOU HAVE ALREADY RETURNED YOUR DOCUMENTS, PLEASE DISREGARD THIS LETTER. Your documents can be faxed to 703.247.9700. If you have any

Sincerely,

Santiago Gonzalez at Extension 530

questions, you can contact me at 800.955.5100.

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

Print

VIN: 1FMHK8F82BC Name:

Year: 2011 Owner Status: Original Model: WSD: 2011-02-09 Case:

Symptom Desc:

Reason Desc: MISC INQUIRY - CSR OBC

Primary Phone:

Secondary Phone:

Issue Type: 02 INFORMATION

Issue Status: CLOSED

Action: OUTBOUND CALL TO DEALER

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: MANUAL -

PHONE CSR

Odometer: 12506 MI

Comm Type: INBOUND CUSTOMER EMAIL

Analyst Name: NEGARDE, FERY

Analyst: FNEGARDE

SHEN BELGA Action Date: 08/24/2012

Action Time: 18.22.46.263

Action Data: No

Comments CUSTOMER SAID: THREAD ID:1-6CMC8R>2011 FORD EXPLORER HAS EXPERIENCED MAJOR POWER STEERING FAILURE ON 3 SEPARATE OCCASIONS DURING THE PAST 3 WEEKS>RENDERING THE CAR UNCONTROLLABLE> LAST EVENT WAS AT HIGHWAY SPEEDS AND NEARLY RESULTED IN A MAJOR ACCIDENT. >IT IS CLEAR THAT THIS IS NOT AN ISOLATED EVENT >AS OF TODAY, 87 IDENTICAL INCIDENTS HAVE BEEN REPORTED ON THE NHTSA SITE, >SUSPECT MANY MORE HAVE GONE UNREPORTED>IT IS A TRAGEDY WAITING TO HAPPEN, AND CUST WOULD BE REMISS IF HE DIDN'T BRING IT TO THE ATTENTION OF FORD, NHTSA, AND THE NTSB. >WOULD BE UNCONSCIONABLE TO IGNORE THE RAPIDLY ACCUMULATING DATA ---DRUM HILL FORD, INC.1212 WESTFORD STREETLOWELL MA 01851 (978) 452-3900CRC ADVISED: ***OBC TO DLR-SPOKE WITH S/C PAUL-UNABLE TO PROVIDE CUST DETAILS-SERVICE DEPT, ALREADY CLOSED-WAS ADVISED TO MAKE A FOLLOW-UP CALL ON MONDAY

Print

VIN: 1FMHK8F82BG

Year: 2011

Model:

Case:

Name:

Owner Status: Original

WSD: 2011-02-

Symptom Desc: STRG/HANDLING STEERING COLUMN

Primary Phone:

Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT

Secondary Phone:

F/LM

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: US CONCERN

CASE BASE

Odometer: 12506 MI

Action Date: 08/27/2012

Comm Type: INBOUND CUSTOMER EMAIL

Analyst Name: NEGARDE, FERY

Analyst: FNEGARDE

SHEN BELGA

Action Time: 12.01.05.518

Action Data: No.

Comments CUSTOMER SAID: THREAD ID: 1-6CNO6X>MISSED THE POINT OF CUST EMAIL>WASN'T ASKING FOR ASSISTANCE FROM FORD FOR MY OWN BEHALF>DOING EVERYTHING IN MY POWER TO ALERT FORD, NHTSA, AND NTSB THAT THE 2011 FORD EXPLORER SUFFERS FROM A MAJOR STEERING DEFECT > MORAL AND LEGAL RESPONSIBILITY TO TAKE ACTION NOW LIES ENTIRELY WITH FORD MOTOR COMPANY> ASK THAT YOU FORWARD THIS EMAIL TO SOMEONE WITHIN YOUR ORGANIZATION WHO CAN TAKE THE APPROPRIATE PREEMPTIVE ACTION BEFORE A TRAGEDY OCCURS---DRUM HILL FORD, INC1212 WESTFORD STREETLOWELL MA 01851(978) 452-3900CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY 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.***ADVISED ABOVE PHRASEOLOGY***ATTACHED EMAIL***UPDATED CUST PROFILE***OBC TO DLR-SPOKE WITH S/A CARLOS-LAST TIME VEH VISITED DLRSHP WAS 06-22-12 FOR SYNC ISSUES AND OIL CHANGE-WAS TRANSFERRED TO S/A TIM PETERSON THAT HELP OUT-CUST CALLED TO THE DLRSHP LAST FRI REGARDING THE CURRENT CONCERN W/C IS THE POWER STEERING-VEH NOT BEEN DIAGNOSED YET FOR THE POWER STEERING CONCERN

Print

VIN: 1FMHK8F82BG

Year: 2011

Model:

Case:

Name:

Owner Status: Original

WSD: 2011-02-

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE

09

RELATED

Reason Desc: CLP - IN - FIN ASSIST - PARTS DELAY

Primary Phone: Secondary Phone:

7491

Issue Type: 03 CONCERN

Issue Status: CLOSED

Initial Customer Contact: 09/04/2012

Dealer: 08988 DRUM HILL FORD, INC.

Action: FIELD - OPEN CONCERN ISSUE

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 3500 MI

Action Date: 09/04/2012

Comm Type: PHONE

Analyst Name: TRETTENERO,

Analyst: ATRETTEN

ANGELA

Action Time: 12.48.32.692

Action Data: No.

Comments VEHICLE THAT IS DOWN WAITING FOR AN ELECTRONIC STEERING RACK, POWER STEERINGASSIST CUTS OUT WHILE DRIVING. THE PART IS ON NATIONAL BACK ORDER. VEHICLE HAS HAD ACUDL CONTACT IN THE PAST FOR MY-TOUCH FAILURES. NO ESP, CUSTOMER NEEDS RENTAL, ETA OFTHE RACK IS NOVEMBER ACCORDING TO THE ORDER RESPONSE. NEED ASSISTANCE LOCATING THE PART ANDALSO RENTAL ASSISTANCE. PART #: BB5Z-3504-HE. COR# 08312. CSM OFFERED TO ASSIST WITH RENTAL. SM STATES THAT HE HAS FOUND THE PART AT ANOTHER DEALERSHIP AND WILL BE ORDERING IT ASAP - SM ASKING FOR CSM ASSISTANCE ON THE DIFFERENCE THAT FMC WILL PAY THEM SINCE IT IS BEING SHIPPED FROM ANOTHER DEALERSHIP - CSM TO ASSIST.

Action: CREATE FOLLOW UP

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 3500 MI

Comm Type: PHONE

Analyst Name: TRETTENERO,

Analyst: ATRETTEN

ANGELA

Action Time:

Action Date: 09/05/2012

15.01.00.236

Action Data: Yes

Comments 2011 EXPLORER W/ 3500 MILES - WSD=02-09-2011 - LTV=64 - NO HOTLINE CONTACT - NO ESP - NO OPEN RECALLS - NO RELATED CLAIMS - OBC TO SM ALAN @ 978-452-3900 - CSM AGREED TO ASSIST DEALERSHIP. PLEASE PROVIDE RO AND LINE # FOR CSM TO CUT CODE ONCE REPAIRS ARE COMPLETE, CSM TO FU 09-12-2012.

Data Element Name

Data Value

DATE OF FOLLOW UP:

09-12-2012

TIME OF FOLLOW UP (HH:MM): 18:30

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: DEALER

Odometer: 3500 MI

Comm Type: VISIT Analyst: A-RANDE5

Analyst Name: ALAN RANDEL Action Date: 09/06/2012

Action Time: 13.49.27.995

Action Data: No

Comments POWER STEERING RACK RECIEVED BY DEALER (DEALER PURCHASED FROM ANOTHER DEALER TO EXPEDITE REPAIR DUE TO EXTENDED BACK ORDER OF THE PART) DEALER SPOKE THE CSM ABOUT PART PRICE DIFFERENCE WOULD BE CHEAPER THAN RENTAL COSTS FROM EXTENDED PARTS DELAY.PARTS DIFFERENCE \$144.25, RENTAL ASSIST \$ 210.00 (7 DAYS X \$30/DAY)P&A 08988, RO# 171493, LINE # 07,

Action: CONCERN ADDRESSED

Dealer: 08988 DRUM HILL FORD, INC.

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 3500 MI

Comm Type: PHONE

Analyst Name: TRETTENERO,

Analyst: ATRETTEN

ANGELA

Action Time:

Action Data: Yes

Action Date: 09/06/2012

15.59,44,144

Comments SM STATES THAT THE PART HAS ARRIVED AND THE VEHICLE IS REPAIRED. RO # 171493 - LINE 07 - P-11 PROGRAM CODE FOR \$355 = M04FZ. NO FURTHER ACTION. CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	64
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)	Y
ESTIMATED REPAIR COST(@WARR RATES) (\$)	355
CUSTOMER'S SHARE OF REPAIR COST (\$)	0
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	0
DEALER'S SHARE OF REPAIR COST-OTHER(\$)	0
FORDS'S SHARE OF REPAIR COST-P11 (\$)	355
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

This is an auto generated a mail from Taghnical Field Operations Assignment Management System, Please do

This is an auto generated e-mail from Technical Field Operations Assignment Management System, Please do not reply.

Please click here to access this request

Additional Comments

Request Details

Additions and/or changes made to the request are highlighte	d in red.
Tracking Number	20088342
Status	Assigned
Currently assigned to	.MANNIN3
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	The control of the co
Primary contact	Tanya Roquemore
Primary contact's phone number	313.845.5539
Primary contact's email address	troquemo@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	DRUM HILL FORD, INC.
P&A Code	08988
Facing Region (SDR separate from Contact Regions)	N2 - BOSTON
Geographic Region (SDR combined with Contact Region)	N2 - BOSTON
FCSD Sales Zone	A01
FCSD Technical Zone	T09
VIN	1FMHK8F82BG
Vehicle year/model	2011 Explorer
Vehicle mileage	19,502

Repair Order (R.O) # Customer Name Vehicle Down? GCQIS Report # TAR Open? CuDL Case # Priority Medium OGC request FSE assistance needed for final repair attempt. Customer complaints are steering, ENGINE (COOLANT FAN), TRANSMISSION (CLUNKS, JERKS), MYTOUCH (FREEZES, Request description RADIO). Must be completed by 9/14/12. Contact Tanya Roquemore at 313.845.5539 troquemo@ford.com --- Updated By---MCOLFESC--09/07/2012 10:17:35 AM--GCQIS Comments **FSE Comments** Initial Contact Date Person Contacted Dealership visit planned? Visit date, if planned Did Visit Occur? Concern Summary for Technical Assistance Contact Report Inspection Comments for Technical Assistance Contact Report Primary Root cause for Technical Assistance Contact Report Other Root Causes Please explain if "Other" is root cause Recommendation for Technical Assistance Contact Report Missing tools/equipment(if identified) Missing tools/equipment ordered during visit? Total hours spent on request 0.0 MCOLFESC Created by Created date 09/07/2012 10:17:35 AM EST Last Revised by RTODISCO Last revised date 09/10/2012 09:17:45 AM EST

This e-mail notification has been generated by: RTODISCO Thank you...

BBB AUTO LINE



June 25, 2012



Re: vs Ford Motor Corporation

Dear

Thank you for contacting the BBB AUTO LINE program. Your claim will be opened once your properly completed *Customer Claim Form (CCF)* is returned to our office.

Please review the information outlined below and follow the instructions.

- Completing Your BBB AUTO LINE Claim Please read this document first.
 It explains what you need to do to help us handle your claim.
- * Program Summary This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- CCF Information we have on file regarding your complaint is recorded on the CCF. Please verify the accuracy of the information and make any necessary changes. Please provide the Vehicle Identification Number (VIN).

If you would like to review the programs rules and policies, please visit http://www.dr.bbb.org/autoline/alprocess.asp.

We have notified the manufacturer about your contact with us and they may contact you to discuss your case. Please let us know if you reach a settlement so we can record that information in your file.

Once we receive your signed CCF with the VIN, if eligible, we will officially open your case. Within a few days, we will contact you by phone to discuss your case. Our goal is to help you and the manufacturer in reaching a mutually satisfactory resolution to your dispute.

BBB AUTO LINE staff are here to help you. Please call me at (800)955-5100 if you have any questions or if I can be of help.

Sincerely,

Santiago Gonzalez at Extension 530

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

BBB AUTO LINE Customer Claim Form

Case number: Contact Date: 06/22/12 Start Date:

Please make any necessary corrections to the information below, <u>print</u> 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).

	INFORMATION		
Titled owner:			
Mailing address:			
City: Concord		State: MA	Zip code:
Day phone:	Evening phon	ie;	Cell phone:
Fax:	E-mail addres	ss:	
SECTION 2: VEHICLE IN	FORMATION		
Make: Ford	Model: Explore	year: 2011	Current mileage: 0
Name(s) that appears on the	e vehicle title:		
Selling dealer/city/state: ,	, MA		
Primary Servicing dealer/o	city/state: DRUM HILL FOR	D, INC., LOWELL MA	
Acquired as ⊠ new ☐ us	ed demo leased	Is the vehicle in your p	ossession? 🛛 yes 🗌 no
Purchase/lease date:		Mileage at purchase/lea	ase:
First repair attempt date:		First repair attempt mil	
How often is the vehicle used for business purposes (perce	17041100	er of vehicles owned sed by the business:	Transmission type: X Automatic Manua
Has the vehicle been in an a	ccident/had body damage?	□ yes 🌣 no	Date of accident:
Description of damage:			
		you want done to re	esolve your concern)
SECTION 3: DESIRED OL	UTCOME (Describe what	you want done to re	
SECTION 3: DESIRED OL	JTCOME (Describe what	you want done to re	8 Mr. 1-12-12-12-12-12-12-12-12-12-12-12-12-12
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SECTION 3: DESIRED O	JTCOME (Describe what	you want done to re	
	SSING information in the		
Please complete the mis	ssing information in the		
Please complete the mis	ssing information in the	box below and on p	

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Case Number: FRD1222131

Does the problem

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 archlomes			1

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 <u>copies</u> 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

Completing your BBB AUTO LINE Claim . . . It's as easy as 1, 2, 3

- 1. Review and sign the *Customer Claim Form (CCF)*. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do <u>not</u> write "see attached repair orders" instead of listing your problems).
- 2. Make one *clear* <u>copy</u> of the following documents, preferably on 8.5" X 11" standard paper:

Sales Agreement/Purchase Contract or Lease Agreement containing the purchase or lease price, sales tax and other expenses associated with your purchase or lease;
Current Vehicle Registration;
Work Orders, including proof of payment if you are seeking reimbursement.
Any other relevant documents, such as notice(s) sent to the manufacturer, along with any confirmation(s) of receipt (Please do not send photographs or video/audio recordings).

<u>Please do not send originals</u>. We are not able to return documents to you. You may wish to make a complete set of copies for your file before mailing.

Paper clip (do not staple) your documents to the signed **CCF**. Please do not fold your documents.

3 Mail or fax all your documentation to the address below:

BBB AUTO LINE 3033 Wilson Blvd., Suite 600 Arlington VA, 22201 Fax: 703-247-9700

QUESTIONS? We're here to help. Call (800) 955-5100



Ford Motor Company – Massachusetts

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:

Ford - Massachusetts 5/2006

- 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 Massachusetts; 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 registration fees, and reasonable towing and rental costs directly incurred because of the claimed defect.

Replacement of a vehicle purchased or leased new – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for fees for transfer of registration and sales taxes incurred as a result of the replacement, and reasonable towing and rental 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 <u>for which a replacement is awarded</u> × purchase 100,000 price

If the arbitrator awards a repurchase, the award will be reduced for the customer's
use of the vehicle in accordance with the following formula:

<u>all accrued mileage – 100 miles</u> x purchase 100,000 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.



Lilys D. McCoy Ellen E.Turnage James R. Robertson Attorneys at Law



5469 Kearny Villa Road - Suite 206 San Diego, CA 92123 Telephone: (858) 300-1900 Facsimile: (858) 300-1910 www.mtrlaw.com

McCOY, TURNAGE & ROBERTSON, LLP

August 24, 2012

VIA CERTIFIED US MAIL / RETURN RECEIPT REQUESTED

RECEIVED

Customer Service Representative FORD MOTOR COMPANY P.O. Box 6248 Dearborn, Michigan 48126

Re:

Clients:

Vehicle:

VIN:

Our File .:

2012 Ford Explorer 1FMHK7B81CG

NOTICE OF VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT AND THE MAGNUSON-MOSS FEDERAL WARRANTY ACT

Dear Representative:

Please be advised that this law firm has been retained by Christopher & Connie Rollins (husband and wife) to enforce their legal rights regarding the of and warranty repairs to the above identified vehicle. Please be advised that this letter constitutes notice of violations of the California Song-Beverly Consumer Warranty Act, Civil Code section 1790, et seq; and the Magnuson-Moss Federal Warranty Act, 15 U.S.C. section 2301. et seq. 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.

Please direct all correspondence regarding this matter to our office and to my attention. Upon receipt of this letter, I ask that neither you, your dealerships, or your representatives have any direct contact with Christopher and/or Connie Rollins without the express written authorization of this office.

On or about February 17, 2012 our clients purchased the referenced new 2012 Ford Explorer vehicle from Drew Ford in La Mesa, California. (Enclosed is a true and correct copy of the referenced purchase agreement.) As you are aware, Drew Ford is an authorized Ford Motor Company retailer and service provider. The sale of the vehicle was

Ford Motor Company August 24, 2012 Page 2

accompanied by express and implied warranties flowing from both Ford Motor Company and Drew Ford.

At the time of purchase, the vehicle's odometer registered 146 miles. Within the first four months of ownership and first 12,000 miles of use and continuing throughout the entire term of our clients' ownership, serious defective conditions manifested in the vehicle requiring that it be out service for warranty repairs for at least 60 days since our clients purchased the vehicle only six months ago.

The warranty repairs at Drew Ford have included repairs for failures and in the vehicle's drivetrain - which have made the vehicle impossible to use for its intended purpose - the Rollins family's regular daily family driving. Our clients, quite reasonably, consider these problems to be substantial impairments of their use, value and/or safety of the warranted vehicle.

Please be advised that our clients are not required to live with this problem consumer product. Both the Federal Magnuson-Moss Federal Warranty Act, 15 U.S.C. 2301, et seq, and the Song-Beverly Consumer Warranty Act (also known as the "Lemon Law") provide important protections for aggrieved consumers. By example, California Civil Code sections 1790 et seq., provides:

If the manufacturer or its representative in this state does not service or repair the goods to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either replace the goods or reimburse the buyer in an amount equal to the purchase price. . . .(CA Civ. Code § 1793.2(d)(1).)

What constitutes "a reasonable number of attempts" is a question of fact and must be determined on a case by case basis. Some guidance, however, is given by section 1793.22(b) of the Civil Code which states in relevant part:

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

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

- (2) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the nonconformity.
- (3) The vehicle is out of service by reason of repair of nonconformities by the manufacturer or its agents for a cumulative total of more than 30 calendar days since delivery of the vehicle to the buyer This presumption shall be a rebuttable presumption affecting the burden of proof, and it may be asserted by the buyer in any civil action, [Emphasis supplied.]

It should also be noted that Ford Motor Company cannot argue that it should not be held accountable for its dealer's inability to diagnose or repair the problems in the Rollins Ford Explorer. Such an argument was rejected by the court in *Ibrahim v. Ford Motor Company* (1989) 214 Cal.App.3d 878, 889, wherein the court stated in reference to the Lemon Law provisions:

These provisions treat the manufacturer and its 'representative' . . . as a single entity, the <u>repair efforts of both being aggregated</u> for the purpose of calculating whether 'the nonconformity has been subject to repair four or more times.' [Emphasis supplied.]

Both the Magnuson-Moss Federal Warranty Act and the Song-Beveriy Consumer Warranty Act also provides several remedies for a manufacturer's or retail sellers violation of their duty to repurchase a defective consumer product including a civil penalty and payment of a consumer's reasonable attorney's fees and costs based on actual time expended:

- (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. . . .
- (b) If the buyer establishes that the failure to comply was willful, the judgment may include, in addition to the amounts

Ford Motor Company August 24, 2012 Page 4

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 based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action. (CA Civ. Code § 1794.)

In addition to statutory violations of both the Magnuson-Moss Federal Warranty Act and Song-Beverly Consumer Warranty Act, the failure of the Rollins' Ford Explorer to perform in even the most basic capacity justifies common-law claims for breach of implied warranties of both merchantability and fitness. Based on the breaches, our clients revoke acceptance of the subject vehicle.

At this time, our clients are willing to return the vehicle to Ford Motor Company and settle this matter for rescission and restitution in the following amounts, per the Consumer Warranty Act: reimbursement for all amounts paid or payable for the purchase of the vehicle; vehicle registration (as verified); consequential and incidental damage (as verified); and, attorney Fees and Costs.

Our clients' losses are accruing on a daily basis. As such, we ask that you call or write to us immediately to discuss resolution of this case. If we are not able to settle this matter on or before **September 28, 2012**, we will proceed by filing a lawsuit on behalf of the Christopher and Connie Rollins against Ford Motor Company in the Superior Court of California.

Thank you for your prompt consideration of this matter.

James R. Robertson

Bes†tr#gards,

McCoy, Turnage & Robertson, LLP

CC:

All Action Details for Issue

Print

VIN: 1FMHK7B81C0

Year: 2012

Model:

Case:

Name:

Owner Status: Original WSD: 2012-02-17

Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK

Symptom Desc: STRG/HANDLING STEERING COLUMN

Primary Phone:

Secondary Phone:

Issue Type: 04 REGION

Issue Status: OPEN

Initial Customer Contact: 07/27/2012

Action: TIER II ESCALATION - PARTS DELAY - FINANCIAL ASSIST FOR REPAIR

Dealer: 05466 DREW FORD

Origin Desc: US CONCERN CASE

BASE

Odometer: 11821 MI

Comm Type: INBOUND CUSTOMER

EMAIL

DAN

Analyst Name: SANDIKO,

Analyst: DSANDIKO

Action Time: 18.21.39.547

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Action Date: 07/26/2012

Middle Initial

Last Name Day Phone Relationship FAMILY

Comments CUSTOMER SAID: THREAD ID: 1-6BY918-POWER STEERING FAILED ON VEH WHILE DRIVING ON THE FREEWAY -- VERY DANGEROUS-WAS ABLE TO GET OFF THE FREEWAY, AND CUST WAS A MILE FROM DLR, SO CUST DROVE THERE, EVEN THROUGH CUST HAD TO CRANK THE STEERING WHEEL WITH ALL POWER TO TURN-HAS BEEN AT THE DEALER FOR OVER A MONTH WAITING ON THE POWER STEERING "PART" WITH NO END IN SIGHT-DLR TOLD CUST THERE ARE OVER 740 OF THESE SAME PARTS ON BACKORDER-GAVE CUST A RENTAL CAR THAT FORD IS PAYING FOR-ALSO PAYING \$30 A DAY FOR FULL INSURANCE, BECAUSE IF SOMETHING HAPPENS TO THE RENTAL, CUST DOES NOT WANT IT RAN THROUGH OWN INSURANCE COMPANY-DID ALSO SAY THAT FORD WOULD MAKE A CAR PAYMENT FOR CUST, WHICH CUST IS THINKING WILL TURN INTO TWO PAYMENTS IF THIS ISN'T RESOLVED SOON-WANT VEH BACK AND ALL EXPENSES PAID***DREW FORD8970 LA MESA BLVD LA MESA CA 91942619-464-7777 ***C/W:CONNIE ROLLINS619-647-0077CCROLLINS@COX.NETCRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.-ADVISED ABOVE**ATTACHED EMAIL**CUST PROFILE ALREADY UPDATED

Data Element Name

Data Value

ESTIMATED COST OF REPAIR:

0

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI

Comm Type: PHONE

Analyst Name: STELLFOX,

BRYAN

Analyst: BSTELLFO

Action Date: 07/27/2012

Action Time: 14.24.26.766

Action Data: Yes

Comments CSM BRYAN - OBC TO CUSTOMER AT 619-938-9604 - LEFT VM

Data Element Name

Data Value

DATE OF FOLLOW UP:

TIME OF FOLLOW UP (HH:MM):

07-30-2012

20:00

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI

Comm Type: PHONE

Analyst Name: STELLFOX, BRYĂN

Analyst: BSTELLFO

Action Date: 07/30/2012

Action Time: 12.09.51.858

Action Data: Yes

Comments CSM BRYAN - CHECKED D2D - PARTS AVAILABLE - WAITING ON ANSWER FROM

DEALER - NORTH COUNTY FORD

Data Element Name

Data Value

DATE OF FOLLOW UP:

TIME OF FOLLOW UP (HH:MM):

07-31-2012

20:00

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 Mi

Comm Type: PHONE

Analyst Name: STELLFOX,

BRYAN

Analyst: BSTELLFO

Action Date: 07/30/2012

Action Time: 12.26.53.847

Action Data: Yes

Comments CSM BRYAN - IBC FROM CUSTOMER - ADVISED ME THAT SHE HAS BEEN OUT OF HER VEHICLE FOR NEARLY 6 WEEKS - LOOKING FOR AN ADDITIONAL CAR PAYMENT - ALSO

WOULD LIKE WINDSHIELD REPAIRED IF POSSIBLE

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-03-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI Analyst Name: STELLFOX,

Comm Type: PHONE

BRYAN

Analyst: BSTELLFO

Action Date: 08/03/2012

Action Time: 14.48.28.773

Action Data: Yes

Comments CSM BRYAN - OBC TO PARTS MANAGER - ASKED TO HAVE PART PUT ON

EMERGENCY BACKORDER

Data Element Name

Data Value

DATE OF FOLLOW UP:

TIME OF FOLLOW UP (HH:MM):

08-08-2012

20:00

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI

Analyst Name: STELLFOX,

Comm Type: OTHER

Analyst: BSTELLFO

BRYAN

Action Time:

Action Data: Yes

Action Date: 08/08/2012

11.38.32.098

Comments CSM BRYAN - AS PER PACO, POWER STEERING GEAR ETA WEEK OF 8/13

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-14-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI

Analyst Name: STELLFOX,

Comm Type: OTHER

Analyst: BSTELLFO

BRYAN

Action Date: 08/14/2012

Action Time: 14.11.02.619

Action Data: Yes

Comments CSM BRYAN 77713 - UPDATE FROM PACO - SUPPLIER IS PAST DUE (CAPACITY ISSUES), PER LATEST UPDATES DEMAND ANALYST 2012-08-13 - WILL BE UP TO SCHEDELE LATEST IN OCTOBER 1CC DEMAND ANALYST 2012-08-13

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-20-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI

Analyst Name: STELLFOX,

Comm Type: OTHER

BRYÁN

Analyst: BSTELLFO

וואויום

Action Time:

Action Date: 08/20/2012

11.57.49.746

Action Data: Yes

Comments CSM BRYAN 77713 - UPDATE FROM PACO - SUPPLIER IS PAST DUE (CAPACITY ISSUES), PER LATEST UPDATES DEMAND ANALYST 2012-08-13 - WILL BE UP TO SCHEDELE

LATEST IN OCTOBER 1CC DEMAND ANALYST 2012-08-13

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-31-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CREATE FOLLOW UP

Dealer: 05466 DREW FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI

Analyst Name: STELLFOX,

BRYÁN

Comm Type: OTHER

Analyst: BSTELLFO

Action Date: 08/29/2012

Action Time:

19.32.24.373

Action Data: Yes

Comments CSM BRYAN 77713 - RESCHEDULING F/U DUE TO HOLIDAY

Data Element Name

Data Value

DATE OF FOLLOW UP:

09-04-2012

TIME OF FOLLOW UP (HH:MM):

20:00

Dealer: 05466 DREW FORD

Action: CREATE FOLLOW UP

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11821 MI

Analyst Name: STELLFOX,

Comm Type: OTHER

Χ, ,

Analyst: BSTELLFO

BRYAN

Action Date: 09/05/2012 Action Time: 12.57.34.938

Action Time:

Action Data: Yes

Comments CSM BRYAN 77713 - PART STILL BACKORDERED - RESCHEDULING F/U

Data Element Name

Data Value

	0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 -	
DATE OF FOLLOW UP:	09-17-2012	
TIME OF FOLLOW UP (HH:MM):	20:00	
, ,		

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mamt

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

Exists in Folder(s)

Add Comments

Previous

Save Next

Mail Report

Download Options

Report Detail Section: View Details

Report#:

Attachments: 0

Reviewed Status:

Date:

Received:

06/28/2012

CCRG/EPRC:

Vehicle:

2012, EXPLORER 4X2 (U502) , BASE , 4 DOOR ,MPV ,1FMHK7B81CG

Build Date: 10/17/2011

Odometer:

11,821 M

Engine:

3.5L CYCLO Calibration: CUB1SN0A

A/C: YES

Transmission:

6F50

La Mesa

Axle:

State:

(619) 464-Phone#: 7777

Dealer: City:

USA 05466 Drew Ford

California

Country: USA

Originator:

STEVE LORENZ

Symptom:

6 62 4 39 SP/ST/RD, STEER/STER WHL, PERFORMANCE, INTERMITTENT

Status:

VFG:

V87 STEERING

Additional Symptom:

STEERING STOPPED WORKING

Fix:

Causal Component:

Condition Code:

Hotliner: NLAMILZA

Phone: 313 317-9374

Regn Cd: W1 Los Angeles

Engineering:

Phone:

TAR:

Dir Contact: STEVE LORENZ

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC: C200D:49 C1B00:86-68

KOER:

Comments:

REPAIR

06/28/2012 05:53PM NICHOLAS LAMILZA MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: CUSTOMER REPORTS THE POWER STEERING WENT OUT AND THE SERVICE ADVANCE TRAC AND POWER STEERING ASSIST FAULT LIGHTS CAME ON DIAGNOSTICS: CHECKED FOR CODES, ABS- C1B00-86-68. PSCM-C200D-49-08. FOLLOW PINPOINT TEST, SAYS TO REPLACE STEERING GEAR. PARTS REPLACED: NONE TECH OUESTION: STEERING GEAR NOW ON

BACK ORDER. IS THERE ANY OTHER REPAIRS AT THIS TIME BESIDES A STEERING

GEAR?

RECOMM 06/28/2012 05:53PM NICHOLAS LAMILZA MSS - FCSD - TECH SVC HOTLINE

STEVE, NO, UNFORTUNATELY THERE ARE NO UPDATED REPAIRS BESIDES STEERING GEAR REPLACEMENT. IT IS RECOMMENDED TO REPLACE THE STEERING GEAR (WHEN ONE BECOMES AVAILABLE) AND RE-EVALUATE THE CONDITION. ENSURE ALL OF THE WIRING IS INSPECTED AND REPAIR ANY CONCERNS FOUND.

THANK YOU.

Folder Number:

File Report To This Folder

File Report To A Folder

Download Options Exists in Folder(s)

Add Comments

Previous Next

Save

Mail Report

Requester: LBINGHAM

Report Summary

Server: FCWS686

Ford Proprietary, Private

6-Sep-2012

Retention: None



From:	

Sent: Wednesday, July 25, 2012 10:39 AM

To: Trauscht, Corey (C.)

Subject: 2011 Explorer - Case:

Dear Mr. Trauscht:

I have been retained by regarding this matter. He has advised me that he has been in contact with you regarding the power steering issue with his 2011 Explorer which has caused the vehicle to be in service for in excess of 30 days.

I write to attempt to negotiate a termination of the lease agreement with Ford Motor Credit and a refund pursuant to New Jersey law - specifically the New Jersey New Car Lemon Law.

I acknowledge that you are not the specific individual who I would need to discuss this matter with, and that I would need to speak to the proper individuals at Ford' legal department. Thus I write to request that you forward this email to the proper individuals with the request that they contact me as soon as possible to discuss this matter as well as reply to this email with the contact information for the individual(s) you have forwarded this email to so that I can properly address this matter.

Thank you in advance of your cooperation in this matter.

Very truly yours,

Joshua Lurie

Joshua M. Lurie, Esq. 52 Upper Montclair Plaza Upper Montclair, New Jersey 07043 Telephone: (973) 744-4000 Facsimile: (866) 744-4483 FORD MOTOR COMPANY RECEIVED CLAIMS UNIT

JUL 2 6 2012

OFFICE OF THE GENERAL COUNSEL

CONFIDENTIALITY NOTE

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CUSTOMER NAME :

SERIAL NO. : 1FMHK8D81BG

R.O NO. : 352880 R.O DATE : 07/16/2012 R.O TYPE : S MILEAGE ; 19050 ADVISOR NO. : 9926

JOB NUMBER : 1 OPERATION 15FOZ

OP. DESC. MISC REPAIRS

SALE TYPE : W TECHNICIAN NO(S). 9999 COMPLAINT : GOODWILL FOR VEHICLE DOWN

CORRECTION : 1 MONTHH PAYMENT FROM FORD 418.14

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

352880-01

COMMENTS : EMERGENCY LOANER

R.O NO. : 351244 R.O DATE : 06/25/2012 R.O TYPE : S MILEAGE : 19030 PADVISOR NO. : 9926

OP. DESC. COMPLIMENTARY LOANER

JOB NUMBER : 1 OPERATION 30FOZALC SALE TYPE : W TECHNICIAN NO(S). 9999

COMPLAINT : CUSTOMER PROVIDED COMPLIMENTARY LOANER VEHICLE

CORRECTION : PROVIDED TRANSPORTATION WHILE VEHICLE IN FOR REPAIRS

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

COMMENTS : EMERGENCY LOANER

R.O NO. : 351243 R.O DATE : 06/25/2012 R.O TYPE : S MILEAGE : 19027 ADVISOR NO. : 9926

JOB NUMBER : 1 OPERATION 03F02

OP. DESC. STEERING-SUSPENSION

SALE TYPE : W TECHNICIAN NO(S). 9557

COMPLAINT : CUSTOMER STATES: WAS DRIVING CAR SATURDAY WAS TRYING TO MAKE A RIGHT HAND TURN WHEN THE STEERING LOCKED UP AND MSG SAID

POWER STEERING FAILURE AND TRACTION CONTROL FAILURE. TRACTIO N CONTROL LIGHT WAS FLASHING, HAD TO USE 2 HANDS TO TURN THE

WHEEL NO POWER STEERING. TURNED THE TRUCK OFF FOR A FEW SECONDS LIGHTS WERE OFF STEERING WAS OK. THEN DROVE AGAIN ABOUT 15 MILES SLOWED TO MAKE LEFT TURN AND THE SAME THING HAPPENED AGAIN HE PULLED OVER TO THE SIDE OF THE ROAD AND TURNED THE TRUCK OFF AGAIN THEN RESTARTED MADE IT HOME

DIDNT HAPPEN SUNDAY OR THIS MORNING ON THE WAY HERE TODAY : PARTS ORDERED 06-26-12 WE RECIEVED THEM 07-24-12 INSTALLED

THEM 07-25-12 THRU 07-26-12

CORRECTION: VERIFIED CONCERN DIAGNOSE & REPLACE FAULTY POWER STEERING

GEAR & ALIGN FRONT END

SELF TEST CODE P2000 DTC INDEX STATES TO INSTALL NEW

STEERING GEAR

LIAMOTUAESTA

98/54/5015 08:58 3/3030800

WARRANTY : CLAIM NO. OPERATION NO.

CLAIM NO.

OPERATION NO.

3001A6F

3504A

3001A 3504E

JOB NUMBER : 2 OPERATION 30FOZA

OP. DESC. TRANSPORTATION ASST

SALE TYPE : W TECHNICIAN NO(S). 9999

COMPLAINT : TRANSPORTATION ASSISTANCE LOANER CARS

ESP RENTAL 1ST DAY

CORRECTION : WARRANTY ASSISTANCE FROM FORD SEE BRYAN GARNTO 34

DAYS

JOB NUMBER : 3 OPERATION 16FOZWRKS5 OP. DESC. F-"WORKS" SPECIAL

SALE TYPE : I

TECHNICIAN NO(S). 16312

COMPLAINT : CUSTOMER REQUESTS "WORKS" SPECIAL - LUBE OIL FILTER - ROTATE

TIRES - PERFORM BRAKE INSPECTION - BATTERY TEST - CHECK BELT

: PERFORM SPECIAL

CORRECTION : FORD "WORKS" SPECIAL

SERVICE WAS PERFORMED ON RO 351080 CUSTOMER DOES NOT HAVE WARRANTY MAIN. PLAN. CHARGING HIM FOR THIS SERVICE ON THIS

JOB NUMBER : 4 OPERATION 16FOWASH

OP DESC WASH VEHICLE

SALE TYPE : I TECHNICIAN NO(S). 9999 COMPLAINT : CUSTOMER REQUESTS A CAR WASH

CAUSE

1 4

CORRECTION : PERFORM CAR WASH

COMMENTS : EMERGENCY LOANER

R.O NO. : 351080 R.O DATE : 06/21/2012 MILEAGE : 18930 ADVISOR NO. : 9926

R.O TYPE : S

JOB NUMBER : 1 OPERATION 27FOZ

OP. DESC. RECALL/PROGRAMS

SALE TYPE : W TECHNICIAN NO(S). 16312

COMPLAINT : CUSTOMER STATES TO PERFORM RECALL

12B36

CORRECTION : COMPLETED RECALL PER GUIDELINES

WARRANTY

12B36A

: CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

JOB NUMBER : 2 OPERATION 02F0Z1

OP. DESC. BRAKE INSPECTION

SALE TYPE : W TECHNICIAN NO(S). 16312

COMPLAINT : CUSTOMER STATES: WHEN BRAKING GETTING A PULSATION CORRECTION : VERIFIED CONCERN FOUND FRONT ROTORS OUT OF ROUND MACHINE

BOTH ROTORS ROAD TEST OK NOW

L/F R/F BEFORE 29.96 29.95 AFTER 29.83 29.82

OPERATION NO. WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. 2001B2T 2001BFA

JOB NUMBER : 3 OPERATION 16FOZ-SCHEDULED OP, DESC. SCHECULED MAINT.

SALE TYPE : W TECHNICIAN NO(S). 16312

COMPLAINT : CUSTOMER REQUEST'S ROUTE 23 SCHEDULED MAINTENANCE

WHICH INCLUDES OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSP

ECTION

CAUSE : CHANGE OIL AND FILTER, ROTATE TIRES AND INSPECT TIRE WEAR AN

> D MEASURE THREAD DEPTH, INSPECT WHEELS AND RELATED COMPONENT S, PERFORM MULTI-POINT INSPECTION, INSPECT AUTOMATIC TRANSMI SSION FLUID LEVEL (IF EQUIPPED WITH DIPSTICK), INSPECT BRAKE PADS AND ROTORS, INSPECT COOLING SYSTEM, INSPECT EXHAUST SYS TEM, INSPECT HALF-SHAFT BOOTS (IF BOUIPED), INSPECT STEERING

CORRECTION : LINKAGE, INSPECT CABIN AIR FILTER (IF EQUIPPED)

CUSTOMER DOES NOT HAVE WARRANTY SERVICE SEE RO 351243 FOR

BILLING & TECH TIME

OP. DESC. SYNC REPAIR JOB NUMBER : 4 OPERATION 18FOZSYNC

SALE TYPE : W TECHNICIAN NO(S). 16312

COMPLAINT : CUSTOMER STATES HAS TO PULL FUSE TO GET SYNC TO WORK RITE

CORRECTION : FORD IS WORKING ON THIS CONCERN NOW

OP. DESC. COMPLIMENTARY LOANER

JOB NUMBER: 5 OPERATION 30FOZALC SALE TYPE: W TECHNICIAN NO(S). 9999

COMPLAINT : CUSTOMER PROVIDED COMPLIMENTARY LOANER VEHICLE

HAS ESP

CORRECTION : PROVIDED TRANSPORTATION WHILE VEHICLE IN FOR REPAIRS

JOB NUMBER : 6 OPERATION 50F0ZZ99P OP. DESC. F-REPORT CARD

SALE TYPE : C TECHNICIAN NO(S). 16312

COMPLAINT : Customer Requests a Multi-Point Inspection

CAUSE : Perform Multi-Point Inspection CORRECTION : See Attached Multi-Point Report Card All

JOB NUMBER : 7 OPERATION 50FOZZGTIRE OP. DESC. F-GREEN TIRE SALE TYPE : C TECHNICIAN NO(S). 16312

COMPLAINT : TIRE INSPECTION

: INSPECT TIRE AND FIND THE CONDITION TO BE GOOD. 7/32 OF

OR BETTER OF TREAD REMAINS.

CORRECTION : TIRES ARE IN GOOD CONDITION AT THIS TIME

OPERATION 50FOZZGBATT JOB NUMBER : 8 OP. DESC. F-GREEN BATTERY

SALE TYPE : C TECHNICIAN NO(S), 16312

COMPLAINT : TEST BATTERY

CAUSE : CHECK BATTERY READINGS

CORRECTION : BATTERY CHECKS GOOD AT THIS TIME

JOB NUMBER: 9 OPERATION 50FOZZGBK OP. DESC. F-GREEN BRAKE

SALE TYPE : C TECHNICIAN NO(S). 16312

COMPLAINT : CHECKED BRAKES AND THE CONDITION IS GOOD

CAUSE : BRAKE CHECK AND REPORT CORRECTION : BRAKES IN GOOD CONDITION

COMMENTS : LOANER

R.O NO. : 351081 R.O DATE : 06/21/2012 R.O TYPE : S MILEAGE : 18927 ADVISOR NO. : 9926

JOB NUMBER: 1 OPERATION 30FOZA OP. DESC. TRANSPORTATION ASST SALE TYPE: W TECHNICIAN NO(S). 9999

COMPLAINT : TRANSPORTATION ASSISTANCE LOANER CARS

SYNC REPAIR

COMMENTS : LOANER

R.O NO. : 344448 R.O DATE : 03/13/2012 R.O TYPE : S MILEAGE : 14325 R.O TYPE : S ADVISOR NO. : 9926

OP. DESC. NOISES-VIBRATIONS JOB NUMBER: 1 OPERATION 03FOZAL SALE TYPE: W TECHNICIAN NO(S). 9557

COMPLAINT : CUSTOMER STATES A PILLARS ARE BUZZING NOW AT LOW SPEEDS AND

WORSE THEN WHEN THEY WERE REPLACED

CORRECTION : CHECK A PILLER NOISE, REPLACED LOWER A-PILLAR TRIM AND

OUTER A-PILLAR TRIM ON DRIVERSIDE, ROADTESTED FINE

AT THIS ITME

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

120111A

JOB NUMBER : 2 OPERATION 18FOZSYNC OP. DESC. SYNC REPAIR

SALE TYPE : W TECHNICIAN NO(S). 5584

COMPLAINT : CUSTOMER WAS TOLD BY FORD THAT HE NEEDS THE NEWEST UPDATE

HE WILL NOT BE GETTING A ZIP DRIVE

CORRECTION : REPROGRAMMED SYNC AS PER 11A02 COMPLETED AT THIS TIME

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. 11A02C

JOB NUMBER : 3 OPERATION 30FOZA OP. DESC. TRANSPORTATION ASST

SALE TYPE : W TECHNICIAN NO(S). 9999

COMPLAINT : TRANSPORTATION ASSISTANCE LOANER CARS

CORRECTION : ESP RENTAL CAR 3 DAYS (NI)

COMMENTS : LOANER

R.O NO. : 343468 R.O DATE : 02/27/2012 R.O TYPE : S

MILEAGE : 13961 ADVISOR NO. : 9926

JOB NUMBER : 1 OPERATION 07FOZ OP. DESC. TRANSMISSIONS

SALE TYPE : W TECHNICIAN NO(S). 9557

COMPLAINT : CUSTOMER STATES WHILE DRIVING HEARS A LOUD THUMP THINKS IT M

AY BE TRANSMISSION VERIFIED CONCERN FOLLOW TSB 11-12-10 ORDE

RED PARTS TO RESOLVE CONCERN

CORRECTION: VERIFIED CONCERN REMOVE VALVE BODY AND REPLACE SPACER PLATES

REMOVE CHECK BALL PER TSB. TOP OFF FLUIDS REPROGRAM PCM

ROAD TEST TRANS SHIFTS FINE NOW

WARRANTY . CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

111210A

JOB NUMBER: 2 OPERATION 03FOZA1 OP. DESC. NOISES-VIBRATIONS

SALE TYPE : W TECHNICIAN NO(S). 9557

COMPLAINT : CUSTOMER STATES A-PILLERS ARE RATTLING WHEN DRIVING VERIFIE

CONCERN ORDERED UPDATED A-PILLER TO RESOLVE

CORRECTION : VERIFIED CONCERN FOLLOW TSB 12-1-11 REPLACE A-PILLERS

BOTH LEFT & RIGHT SIDES

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

02 12011A

JOB NUMBER: 3 OPERATION 30FOZA OP. DESC. TRANSPORTATION ASST SALE TYPE: W TECHNICIAN NO(S). 9999 COMPLAINT: TRANSPORTATION ASSISTANCE LOANER CARS

CORRECTION : ESP RENTAL 3 DAYS

JOB NUMBER: 4 OPERATION 50F0ZZ99P OP. DESC. F-REPORT CARD SALE TYPE : C TECHNICIAN NO(S). 9557

COMPLAINT : Customer Requests a Multi-Point Inspection

CAUSE : Perform Multi-Point Inspection

CORRECTION : See Attached Multi-Point Report Card All

JOB NUMBER : 5 OPERATION 50FOZZGTIRE OP. DESC. F-GREEN TIRE SALE TYPE : C TECHNICIAN NO(S), 9557

COMPLAINT : TIRE INSPECTION

CAUSE : INSPECT TIRE AND FIND THE CONDITION TO BE GOOD. 7/32 OF

OR BETTER OF TREAD REMAINS.

CORRECTION : TIRES ARE IN GOOD CONDITION AT THIS TIME

JOB NUMBER : 6 OPERATION 50FOZZGBK OP. DESC. F-GREEN BRAKE SALE TYPE : C TECHNICIAN NO(S). 9557

COMPLAINT : CHECKED BRAKES AND THE CONDITION IS GOOD

CAUSE : BRAKE CHECK AND REPORT CORRECTION : BRAKES IN GOOD CONDITION JOB NUMBER: 7 OPERATION 50FOZZGBATT OP. DESC. P-GREEN BATTERY SALE TYPE: C TECHNICIAN NO(S). 9557 COMPLAINT: TEST BATTERY

CAUSE : CHECK BATTERY READINGS

CORRECTION : BATTERY CHECKS GOOD AT THIS TIME

COMMENTS : LOANER

R.O NO. : 342397 R.O DATE : 02/10/2012 R.O TYPE : S MILEAGE : 13172 ADVISOR NO. : ADVISOR NO. : 9926

JOB NUMBER : 1 OPERATION 16FOZWRKS5 OP. DESC. F-"WORKS" SPECIAL

SALE TYPE : C TECHNICIAN NO(S), 7082

COMPLAINT : CUSTOMER REQUESTS "WORKS" SPECIAL - LUBE OIL FILTER - ROTATE

TIRES - PERFORM BRAKE INSPECTION - BATTERY TEST - CHECK BELT

CAUSE : PERFORM SPECIAL CORRECTION : FORD "WORKS" SPECIAL

JOB NUMBER : 2 OPERATION 07FOZ OP. DESC. TRANSMISSIONS

SALE TYPE : C TECHNICIAN NO(S). 7082

COMPLAINT : CUSTOMER STATES WHILE DRIVING HEARS A LOUD THUMP THINKS IT

MAY BE TRANSMISSION

CORRECTION : VERIFIED CONCERN FOLLOW TSB 11-12-10 ORDERED PARTS TO

RESOLVE CONCERN

JOB NUMBER: 3 OPERATION 03FOZA1 SALE TYPE: C TECHNICIAN NO(S). 7082 OP. DESC. NOISES-VIBRATIONS

COMPLAINT : CUSTOMER STATES A-PILLERS ARE RATTLING WHEN DRIVING CORRECTION : VERIFIED CONCERN ORDERED UPDATED A-PILLER TO RESOLVE

JOB NUMBER : 4 OPERATION 50F0ZZ99P SALE TYPE : C TECHNICIAN NO(S). 7082 OP. DESC. F-REPORT CARD

COMPLAINT : Customer Requests a Multi-Point Inspection

CAUSE : Perform Multi-Point Inspection

CORRECTION : See Attached Multi-Point Report Card All

JOB NUMBER : 5 OPERATION 50F0ZZGTIRE OP. DESC. F-GREEN TIRE

SALE TYPE : C TECHNICIAN NO(S). 7082

COMPLAINT : TIRE INSPECTION

CAUSE : INSPECT TIRE AND FIND THE CONDITION TO BE GOOD. 7/32 OF

OR BETTER OF TREAD REMAINS.

CORRECTION : TIRES ARE IN GOOD CONDITION AT THIS TIME

JOB NUMBER : 6 OPERATION 50FOZZGBK OP. DESC. F-GREEN BRAKE

SALE TYPE : C TECHNICIAN NO(S). 7082

COMPLAINT : CHECKED BRAKES AND THE CONDITION IS GOOD

CAUSE : BRAKE CHECK AND REPORT CORRECTION : BRAKES IN GOOD CONDITION

JOB NUMBER: 7 OPERATION 50FOZZGBATT OP. DESC. F-GREEN BATTERY SALE TYPE: C TECHNICIAN NO(S). 7082

COMPLAINT : TEST BATTERY

CAUSE : CHECK BATTERY READINGS

CORRECTION : BATTERY CHECKS GOOD AT THIS TIME

COMMENTS : DROP

R.O NO. : 331070 R.O DATE : 08/17/2011 R.O TYPE : S

MILEAGE : 6287 ADVISOR NO. : 9926

JOB NUMBER : 1 OPERATION 20F03K1P OP. DESC. FIRST SERVICE

SALE TYPE : C TECHNICIAN NO(S). 5584

COMPLAINT : CUSTOMER REQUEST FIRST SERVICE 3000 MILE CHECK : 3000 MILE SERVICE AND MULTI-POPINT INSPECTION

CORRECTION : SERVICE COMPLETED

JOB NUMBER : 2 OPERATION 18FOZSYNC OP. DESC. SYNC REPAIR

SALE TYPE : W TECHNICIAN NO(S). 5584

COMPLAINT : CUSTOMER STATES NEEDS UPDATE - SENDS SIRUS TO OLD

STATIONS

CAUSE

CORRECTION : VERIFIED CONCERN FOLLOW TSB 11-7-24 REPROGRAM SYNC AND CHECK

OPERATION OK NOW

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

110724A

OP. DESC. F-REPORT CARD JOB NUMBER : 3 OPERATION 50F0ZZ99P

SALE TYPE : C TECHNICIAN NO(S). 5584

COMPLAINT : Customer Requests a Multi-Point Inspection CAUSE : Perform Multi-Point Inspection

CORRECTION : See Attached Multi-Point Report Card All

JOB NUMBER : 4 OPERATION 50FOZZGBK OP. DESC. F-GREEN BRAKE

SALE TYPE : C TECHNICIAN NO(S), 5584

COMPLAINT : CHECKED BRAKES AND THE CONDITION IS GOOD

CAUSE : BRAKE CHECK AND REPORT CORRECTION : BRAKES IN GOOD CONDITION

JOB NUMBER : 5 OPERATION 50FOZZGTIRE OP. DESC. F-GREEN TIRE

SALE TYPE : C TECHNICIAN NO(S). 5584

COMPLAINT : TIRE INSPECTION

CAUSE : INSPECT TIRE AND FIND THE CONDITION TO BE GOOD. 7/32 OF

OR BETTER OF TREAD REMAINS.

CORRECTION : TIRES ARE IN GOOD CONDITION AT THIS TIME

JOB NUMBER: 6 OPERATION 50FOZZGBATT OP. DESC. F-GREEN BATTERY
SALE TYPE: C TECHNICIAN NO(S). 5584
COMPLAINT: TEST BATTERY
CAUSE: CHECK BATTERY READINGS

CORRECTION : BATTERY CHECKS GOOD AT THIS TIME

COMMENTS : DROP

R.O NO.: 330989 R.O DATE: 08/16/2011 R.O TYPE: B MILEAGE: 6287 ADVISOR NO.: 7064

JOB NUMBER : 1 OPERATION 29FOZ SALE TYPE : C TECHNICIAN NO(8). 1855 OP. DESC. METAL LABOR

COMPLAINT : CUST REQUEST REPAIR SCRATCHES ON L/S AREA

SAND OUT SCRATCHED AREAS AS NEEDED AND PREP

JOB NUMBER: 2 OPERATION 29FOZA SALE TYPE: C TECHNICIAN NO(S). 1855 OP, DESC. REFINISH LABOR

COMPLAINT : REPAIR LEFT SIDE SCRATCHED AREA AS NEEDED

POLISH OUT REPAIR WASH & CLEAN LOOKS GOOD!!!

CAUSE : REPAIR COMPLETE

R.O NO.: 323409 R.O DATE: 04/28/2011 R.O TYPE: S MILEAGE: 1438 ADVISOR NO.: 9926

JOB NUMBER: 1 OPERATION 24FOSYNC OP. DESC. SYNC UPGRADE SALE TYPE: W TECHNICIAN NO(S). 5584

COMPLAINT : CUSTOMER STATES SYNC IS NOT WORKING BOTH PHONE ARE SYNC

ONE IS A DROID AND IPHONE

CAUSE : SYNC UPGRADE TO VERSION 2 911 AND VEHICLE HEALTH REPORT

CORRECTION : UPGRADE COMPLETED

JOB NUMBER : 2 OPERATION 13FOZ OP. DESC. ELECTRICAL REPAIRS

SALE TYPE : W TECHNICIAN NO(S). 5584

COMPLAINT : CUSTOMBR STATES NAV FREESES UP AND THE SCREEN GOES BLANK

CAUSE : SYNC SCREEN FREEZES, RAN MESSAGES FOUND TSB 11-44-8

CORRECTION : PERORMED FULL REFLASH ON SYNC APIM TESTED OPERATION ALL

FINE AT THIS TIME

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

111418A

JOB NUMBER : 3 OPERATION 13FOZ3 OP. DESC. ELECTRICAL REPAIRS

0.

SALE TYPE : W TECHNICIAN NO(S). 5584

COMPLAINT : CUSTOMER STATES BLINKERS WOULD NOT SHUT OFF CORRECTION : FUNCTIONING PROPERLY AT THIS TIME

JOB NUMBER : 4 OPERATION 50FOZZ99P OP. DESC. F-REPORT CARD SALE TYPE : C TECHNICIAN NO(S). 5584

COMPLAINT : Customer Requests a Multi-Point Inspection CAUSE : Perform Multi-Point Inspection

CORRECTION : See Attached Multi-Point Report Card All

JOB NUMBER : 5 OPERATION 50FOZZGBATT OP. DESC. F-GREEN BATTERY

SALE TYPE : C TECHNICIAN NO(S). 5584

COMPLAINT : TEST BATTERY

CAUSE : CHECK BATTERY READINGS

CORRECTION : BATTERY CHECKS GOOD AT THIS TIME

OP. DESC. F-GREEN BRAKE JOB NUMBER: 6 OPERATION 50FOZZGBK SALE TYPE: C TECHNICIAN NO(S). 5584

COMPLAINT : CHECKED BRAKES AND THE CONDITION IS GOOD CAUSE : BRAKE CHECK AND REPORT

CORRECTION : BRAKES IN GOOD CONDITION

JOB NUMBER : 7 OPERATION 50FOZZGTIRE OP. DESC. F-GREEN TIRE SALE TYPE : C TECHNICIAN NO(S). 5584

COMPLAINT : TIRE INSPECTION

CAUSE : INSPECT TIRE AND FIND THE CONDITION TO BE GOOD. 7/32 OF

OR BETTER OF TREAD REMAINS.

CORRECTION : TIRES ARE IN GOOD CONDITION AT THIS TIME

R.O NO. : 321782 R.O DATE : 04/05/2011 R.O TYPE : B MILEAGE : 1438 ADVISOR NO. : 7064 MILEAGE : 1438

OP. DESC. METAL LABOR JOB NUMBER : 1 OPERATION 29FOZ

SALE TYPE : I TECHNICIAN NO(S). 12521

COMPLAINT : NEW CAR DEPT LENNY REQUEST REPLACE L/S DOOR LOWER MOULDINGS

CAR HAS LOT DAMAGE AND MOULDING ARE ALL GOUGED UP

: ALSO REAR BUMPER LOWER IS GOUGED UP AND TOUCH UP TAILGATE

REPLACE ALL PARTS AS NEEDED TOUCH UP TAIL GATE LOOKS OK!!

CORRECTION :

GAVE TRUCK TO NELSON FOR RE-DETAIL

R.O NO. : 320612 R.O DATE : 03/18/2011 R.O TYPE : S MILEAGE : 184 ADVISOR NO. : 9455

MILEAGE : 184

SALE TYPE : I TECHNICIAN NO(S). 11641

08/24/2012 09:52:04

HISTORY LISTING

3010

PAGE 10

COMPLAINT : MECHANICAL PREP STOCK UNIT CORRECTION : MECHANICAL PREP COMPLETED

All Action Details for Issue

Print

VIN: 1FMHK8D81BG

Year: 2011

Model:

Case:

Name:

Owner Status: Original WSD: 2011-04-04

Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG Primary Phone: Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY

Secondary Phone:

Issue Type: 04 REGION

Issue Status: CLOSED

Initial Customer Contact: 07/11/2012

Action: SOCIAL MEDIA - OPEN

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: TIER ONE -

MELBOURNE

Odometer: 18400 MI

Comm Type: SOCIAL MEDIA

FORUMS

Analyst Name: MAY, CORY

Analyst: CMAY46

Action Data: No

Comments ***SOCIAL MEDIA - EXPLORERFORUM.COM VIA PRIVATE MESSAGE***-CUSTOMER SENT A PRIVATE MESSAGE STATING: "CORY, THANK YOU. I WANTED TO START OFF BY SAYING MY SERVICE DEPT IS GOOD, IT IS LOCATED IN BUTLER NJ ON ROUTE 23, I DID GET A CALL LATE YESTERDAY FROM MY SERVICE ADVISOR, DON, AND HE APOLOGIZED AND SAID THEY HAVE TO REPLACE THE ENTIRE STEERING SYSTEM AND ITS ON NATIONAL BACKORDER. THEY WERE TOLD THE NEXT INVENTORY WOULD SHIP 7/2 BUT DON STATED THAT DOESN'T MEAN MINE WILL SHIP THEN. I WANTED TO BRING UP MY EXP HAD JUST OVER 18K ON IT WHEN I TOOK IT IN TO RE-PROGRAM THE FANS AND I NEVER HAD THIS HAPPEN UNTIL HOURS AFTER I PICKED IT UP FROM THE FAN PROGRAM, COULD IS POSSIBLY BE THE FAN PROGRAMMING CAUSING THIS? IS FORD JUST THROWING PARTS AT THIS ISSUE OR IS REPLACING THE STEERING SYSTEM THE CORRECT FIX?VIN: 1FMHK8D81BGA14734MILES: 18,400 (ESTIMATE)JOSHUA ROSNER17 CARRIAGE LANEWEST MILFORD, NJ201-390-3023ROUTE 23 AUTO MALL, LLC1301 ROUTE 23, BUTLER, NJ 07405"-CUSTOMER SENT ANOTHER PRIVATE MESSAGE STATING: "CORY, THANKS, I WAS ON VACATION LAST WEEK, AS OF TODAY MY DEALER STILL HAS MY EXPLORER AND I AM DRIVING A LOANER, MY TRUCK HAS BEEN WITH THEM SINCE 6/25, MY MOBILE NUMBER IS 201-390-3023 AND THANK YOU FOR YOUR HELP. "-ADV THE CUST A CUSTOMER CARE SPECIALIST WILL BE CONTACTING HIM BEFORE THE END OF THE DAY TOMORROWROUTE 23 AUTO MALL, LLC1301 ROUTE 23BUTLER, NJ 07405TEL:(973) 838-0800

Action: PARTS ESCALATION

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18400 MI Analyst Name: TRAUSCHT (CTRAUSCH), COREY

Comm Type: PHONE

Analyst: CTRAUSCH

Action Date: 07/11/2012

Action Time: 16.02.22.817

Action Data: Yes

Comments -PARTS ESCALATION

Data Element Name Data Value

PARTS DISTRIBUTION ETRACKER #: 11312097

PART NUMBER: BB5Z 3504HE

PART DESCRIPTION: STEERING GEAR ASSEMBLY CRS ESCALATION? (Y/N):

WHY DELAYED?: BACKORDER

IS CUSTOMER IN RENTAL VEHICLE? (Y/N): YES

Action: CREATE FOLLOW UP

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18400 MI

Analyst Name: TRAUSCHT
(CTRAUSCH), COREY

Comm Type: PHONE

Analyst: CTRAUSCH

Action Date: 07/11/2012 Action Time: 16.02.58.749 Action Data: Yes

Comments -CSM COREY X77747 - INITIAL CONTACT - ORIGINAL OWNER - LTV 92 - WSD; 2011-04-04 - ODOMETER: 18400 MI - AWS SHOWS REPROGRAM - NO HOTLINE CONTACT - RENTALCARE ESP - -OBC TO DLRSHP S/M BRYAN - PART ON BACKORDER - BB5Z3504HE - COR 10626-OBC TO CUST AT 201-390-3023 - CSM ADVISED CUST OF PART ON BACKORDER - CSM ESCALATING PART - CUST STATED HE IS UNHAPPY WITH VEH BEING DOWN FOR 4 WEEKS - CSM OFFERED CUST ONE MONTH VEH PAYMENT - CUST FAXING INFO TO CSM - CSM ADVISED CUST WILL F/U 7/16 BY 4:30PM

Data Element Name Data Value

DATE OF FOLLOW UP: 07-16-2012 TIME OF FOLLOW UP (HH:MM): 20:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18400 MI Comm Type: PHONE
Analyst Name: TRAUSCHT
(CTRAUSCH),COREY Analyst: CTRAUSCH

Action Date: 07/16/2012 Action Time: 11.36.34.797 Action Data: No

Comments THERE WILL BE PARTS IN TRANSIT WKS 7-16, 7-23, AND 7-30; IT'S ESTIMATED FOR

THIS TO FILL WK 8-6. (SDIMITRI) (16-JUL-2012 11:08 AM)

Action: CREATE FOLLOW UP

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM

SOLUTIONS TEAM

Odometer: 18400 MI Analyst Name: TRAUSCHT (CTRAUSCH), COREY Comm Type: PHONE Analyst: CTRAUSCH

Action Date: 07/16/2012

Action Time: 13.53.26.025

Action Data: Yes

Comments -CSM RECEIVED FAX FROM CUST --OB EMAIL TO CUST AT JOSHUA.ROSNER@GMAIL.COM - I JUST GOT YOUR FAX. IT COMES DIRECTLY TO MY E-MAIL. I WILL SUBMIT IT TO ROUTE 23 WHERE THE CHECK GETS PROCESSED, IT CAN TAKE UP TO 6 WEEKS FOR IT TO ARRIVE. I GOT WORD FROM MY PARTS SPECIALIST THAT THESE BACKORDERED PARTS ARE SHIPPING ONCE EVERY WEEK. THEY ARE GIVING ME A 2-3 WEEK SHIP ESTIMATE FOR YOURS. I WILL CONTINUE TO MONITOR THIS FOR YOU. IF ANYTHING CHANGES I WILL UPDATE YOU IMMEDIATELY. IF THERE IS NO CHANGE, I WILL FOLLOW UP WITH YOU ON JULY 30TH. I AM TRYING MY BEST TO GET THE PART THERE SOONER. -OB EMAIL TO S/M BRYAN - PROVIDED VEH PAYMENT INFO - ADVISED S/M TO SEND CSM RO AND LINE - CSM WILL F/U WITH DLRSHP 7/17 TO PROVIDE APPROVAL CODE AND SET F/U FOR 7/30 BY 4:30PM TO CONTACT CUST

Data Element Name

Data Value

DATE OF FOLLOW UP:

07-17-2012 20:00

TIME OF FOLLOW UP (HH:MM):

20.00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18400 MI

Analyst Name: TRAUSCHT

(CTRAUSCH), COREY

Comm Type: OTHER

Analyst: CTRAUSCH

Action Date: 07/16/2012

Action Time: 16.26.07.803

Action Data: No

Comments -EMAIL TO DLRSHP S/M BRYAN - VEH PAYMENT - P&A 04113 - RO 352880 - LINE 01 -

AMT 418.14 - APPROVAL CODE M05Z5 - P11

Action: CREATE FOLLOW UP

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18400 MI Analyst Name: TRAUSCHT (CTRAUSCH), COREY

Comm Type: PHONE

Analyst: CTRAUSCH

Action Date: 07/17/2012

Action Time: 09.20.45.130

Action Data: Yes

Comments -CSM SETTING F/U FOR 7/30 BY 4:30PM

Data Element Name

Data Value

DATE OF FOLLOW UP: TIME OF FOLLOW UP (HH:MM): 07-30-2012 20:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18400 MI Analyst Name: TRAUSCHT (CTRAUSCH), COREY Comm Type: PHONE

Analyst: CTRAUSCH

Action Date: 07/18/2012

Action Time: 14.17.35.379

Action Data: No

Comments -IBC FROM CUST - CSM ADVISED CUST FMC WILL NOT BE BUYING BACK VEH -

CUST STATED HE WILL HAVE TO CONTACT LAWYER

Action: CONCERN ADDRESSED

Dealer: 04113 ROUTE 23 AUTO MALL TAXI FLEET

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18400 MI Analyst Name: TRAUSCHT (CTRAUSCH), COREY Comm Type: PHONE

Analyst: CTRAUSCH

Action Date: 07/30/2012

Action Time: 12.36.15.572

Action Data: Yes

Comments -OBC TO DLRSHP S/M BRYAN - VEH DONE AND GONE - RENTAL- P&A 04113 - RO 351244 - LINE 01 - AMT \$1020.00 - APPROVAL CODE M116D - P11-IB V/M FROM CUST - CUST CONFIRMED HE HAS VEH - NO OTHER CONCERNS - NO FURTHER ACTION - CASE CLOSED

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

All Action Details for Issue

Print

VIN: 1FMHK8D81BG

Year: 2011

Model:

Case:

Name: Symptom Desc: STEERING/HANDLING STEERING WHEEL

Owner Status: Original WSD: 2011-04-04

Reason Desc: CLP - IN - BUYBACK - PARTS DELAY

Primary Phone:

Issue Type: 04 REGION

Issue Status: CLOSED

Secondary Phone:

Initial Customer Contact: 07/18/2012

Action: TIER II ESCALATION - BUYBACK

Dealer: 04113 ROUTE 23 AUTO MALL, LLC

Origin Desc: US CONCERN

CASE BASE

Odometer: 18000 MI

Comm Type: INBOUND CUSTOMER EMAIL

Analyst Name: REYES, CHARLES ALLAN

Analyst: CREYES31

Action Date: 07/17/2012

Action Time: 19.09.50.819

Action Data: No

Comments CUSTOMER SAID: 1-6BQP2O--SEEKING TO END HIS LEASE--POWER STEERING CONCERS AND INABILITY TO GET PARTS MADE HIM LOSE CONFINDENCE WITH THE PRODUCT***DEALER SAID: ***ROUTE 23 AUTO MALL, LLC***1301 ROUTE 23BUTLER NJ 07405 (973) 838-0800CRC 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.--RE-ESCALATED AS CUST IS REQUESTING BUYBACK

Action: DUPLICATE CASE

Dealer: 04113 ROUTE 23 AUTO MALL, LLC

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 18000 MI Analyst Name: TRAUSCHT Comm Type: PHONE

(CTRAUSCH), COREY

Analyst: CTRAUSCH

Action Date: 07/18/2012

Action Time: 13.34.25.055

Action Data: No

Comments -CSM CONTACTED CUST - LEFT V/M - DUP CASE - CSM ALREADY WORKING WITH

CUST - SEE OTHER OPEN CASE - NO FURTHER ACTION - CASE CLOSED

All Action Details for Issue

Print

VIN: 1FMHK8D81B0

Year: 2011

Model:

Case:

Origin Desc: US CONCERN

Name:

Owner Status: Original

WSD: 2011-04-

04

Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG Primary Phone

Reason Desc: CRC RELATED - F/M CSR FOLLOWING

Secondary Phone:

CASE BASE

CONTACT

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Comm Type: INBOUND CUSTOMER EMAIL

Odometer: 18000 MI Analyst Name: VILLA-REAL,

Action Date: 07/18/2012

Analyst: JVILLA70

JAMIE PAOLA

Action Time: 11.47.32.305

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name Day Phone

Relationship SPOUSE

Comments CUSTOMER SAID: 1-6BR0MF**SEE HISTORICALS-WIFE IS REQUESTING THAT HIS LEASE BE TERMINATED WITH NO EXCESS COST TO HUSBAND JOSHUA-FEELS FAILURE OF POWER STEERING COLUMN IS VERY DANGEROUS FOR ANY FAMILY-CARRYING 2 BABIES WOULD BE TOO MUCH OF A RISK-REQUESTING TO PUT IN WRITING ON HOW THIS CAN BE ACCOMPLISHED AS SOON AS POSSIBLEC/W:ROSE ROSNER201-390-3023ROSEANRON@AOL,COMCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. -- SENT CUST EMAIL ADVISING ABOVE-SUPPORTED DOCUMENTATION ON 7/17/2012 12:05:48 PM BY MTUPAS**ATTACHED EMAIL

. All Action Details for Issue

Print

VIN: 1FMHK8D81B0

Year: 2011

Case:

Name:

Owner Status: Original

WSD: 2011-04-

04

Model:

Symptom Desc: STEERING/HANDLING STEERING WHEEL

Primary Phone

Reason Desc: CRC RELATED - F/M CSR FOLLOWING

Secondary Phone:

CONTACT

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE

BASE

Odometer: 18000 MI

Comm Type: INBOUND CUSTOMER

EMAIL

Analyst Name: TUPAS, MICKY

Analyst: MTUPAS

Action Date: 07/17/2012

Action Time: 12.07.57.252

Action Data: No

Comments CUSTOMER SAID: THREAD ID: 1-68PS28(2011 FORD EXPLORER)>HAS A FAILED STEERING SYSTEM>HAS BEEN SITTING ON A SERVICE LOT FOR 3 WEEKS AND THE DEALER IS STILL WAITING FOR PARTS>WORKING WITH COREY TRAUSCHT WHO HAS BEEN VERY HELPFUL>LOST ALL CONFIDENCE WITH EXPLORER>CAN DEAL WITH THE MY FORD TOUCH AND SYNC ISSUES BUT NOT FAILING POWER STEERING>IT IS LEASED AND I WOULD LIKE FORD MOTOR COMPANY TO LET END THE LEASE>WAS TOLD PARTS COULD TAKE ANOTHER 2-3 WEEKS TO ARRIVE>WANT TO END MY LEASE AS I DO NOT TRUST THE EXPLORER ANY LONGER***ROUTE 23 AUTO MALL, LLC***1301 ROUTE 23BUTLER NJ 07405(973) 838-0800CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. ========***ADVISED ABOVE PHRASEOLOGY***ATTACHED EMAIL***UPDATE CUSTOMER PROFILE***ADVISED 12M01

PE12-017.2 000282LC

Server: AWS Prod

Claims loaded through: 23-AUG-2012

STANDARD CLAIMS LIST

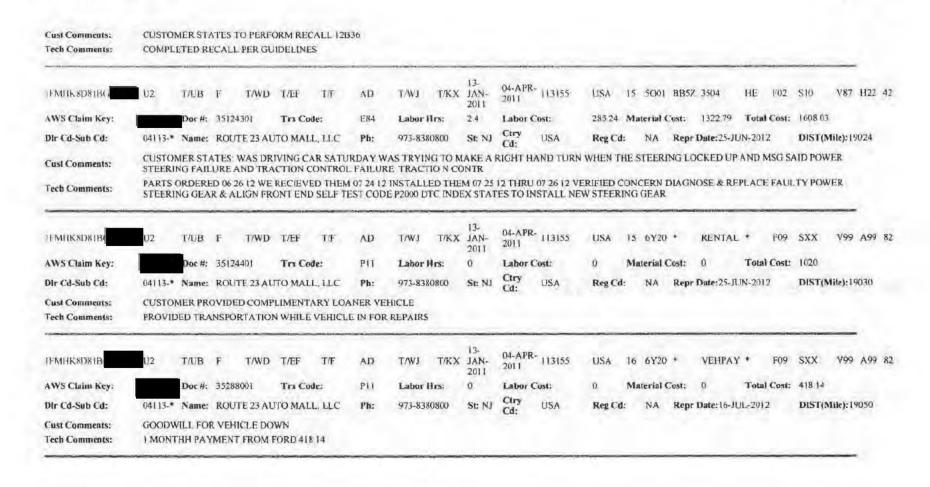
AWS Online Report

Run Date: 24-AUG-12

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

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Any comments? You can contact

wehmuster



BBB AUTO LINE



March 19, 2013

PAMELA SPIVEY FORD MOTOR COMPANY P O BOX 6248 DEARBORN MI 48121

Re: FRD1312898 Rubio vs Ford Motor Corporation 1FMHK7F8XBG

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,

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



Denial Decision

Submitted Date: 03/19/13

FRD1312898

VIN: 1FMHK7F8XBGA78780

Customer: M Ozzie Rubio - Hearing Date: 03/04/13

Arbitrator: Charles H Oliver III

Question 1

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

CASE: I Arbitrator: Charles H Oliver III Customer: M Ozzle Rubio Date: 03/19/13



Lemon Law Reasons for Decision

Submitted Date: 03/19/13

FRD1312898

VIN: 1FMHK7F8XBG

Customer Hearing Date: 03/04/13

Arbitrator: Charles H Oliver III

- Fact Sheet Section -

Fact Sheet Queston 1

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

- a Problem (as listed on Agreement to Arbitrate):
- 4 Electrical System
- 2 Climate Control System
- 1 Steering
- 2 Body Trim

b Exists Now? (Please Explain)

- 4 No. Manufacturer could not verify the Consumer's concern as the remote start worked normally. In the final repair attempt, the FSE concluded that the vehicle was operating normally. The Consumer contends that the problems still exists. However, no evidence to the contrary has been provided by the Consumer.
- No. The Manufacturer addressed the Consumer's concern in the first repair attempt. The Manufacturer has indicated in R.O. #s 909390 and 915409, that new parts and upgrades were used to cure the defects. In the final repair attempt, the FSE concluded that all prior defects had been cured, and the vehicle was operating normally. The Consumer contends that the problems still exists. However, no evidence to the contrary has been provided by the Consumer.
- No. The Manufacturer addressed the Consumer's concern in the first repair attempt. The Manufacturer has indicated in R.O. #s 909390 and 915409, that new parts and upgrades were used to cure the defects. The tested ok in te test drive and performed normally. In the final repair attempt, the FSE concluded that all prior defects had been cured, and the vehicle was operating normally. The Consumer contends that the problems still exists. However, no evidence to the contrary has been provided by the Consumer.
- 2 No. The Manufacturer addressed the Consumer's concern in the first repair attempt. The Manufacturer has indicated in R.O. if s 909390 and 915409, that new parts and upgrades were used to cure the defects. The necessary repairs/parts replacements were performed pursuant to Technical Service Bureau (TSB) 12-12-4. In the final repair attempt, the FSE concluded that all prior defects had been cured, and the vehicle was operating normally. The Consumer contends that the problems still exists. However, no evidence to the contrary has been provided by the Consumer.

- c Number of Repair Attempts
- 2
- 4 2
- 1 2
- 2 2
- d Number of Days Out of Service:
 - 3 49
- 4 49
- 2 49
- 1 49
- Reasoning Section -

Question 1

For each problem listed on the Fact Sheet, please explain whether or not you believe the problem was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty. Please explain how you reached your conclusion. Problem 1 was caused by a defect in materials or workmanship covered by the Manufacturer's new vehicle warranty. The Consumer indicated that the problem did occur. Ford Motor Company/Dealer ("Manufacturer") in its

On 12/10/12, the Consumer brought the vehicle to the Manufacturer indicating that the steering wheel was hard to turn. The Manufacturer verified the Consumer's concern and found fault with the rack and pinion, which was consequentially replaced. The vehicle tested ok during the test drive. (R.O. #909390, dated 12/10/12).

documentary evidence, acknowledged the defect and consequent repairs.

Additionally, the Manufacturer determined that the steering gear assembly needed to be removed and replaced. (see R.O.#909390, dated 12/10/12, Cause and Part Order# BB5Z3504HE). The part ordered for installation and repair was delayed. This was due to a national backorder (BBB Autoline Dealer Report and Repair History Summary; Ford Merchandiser Remarks, dated 1/17/13). A rental/loaner vehicle was issued to the Consumer for forty-six (46) days.

Problem 2 was caused by a defect in materials or workmanship covered by the Manufacturer's new vehicle warranty. The Consumer indicated that the problem did occur. The Manufacturer in its documentary evidence, acknowledged the defect and consequent repairs.

On 12/10/12, the Consumer brought the vehicle to the Manufacturer complaining that a bad burning smell was coming through the vent. The Manufacturer verified the Consumer's concern and performed the necessary repairs pursuant to Technical Service Bureau (TSB) 12-12-4. Manufacturer installed a new air exactor, replaced both fender moldings, rear bumper cover, and seal body panels (R.O. #909390, dated 12/10/12).

Problem 3 was caused by a defect in materials or workmanship covered by the Manufacturer's new vehicle warranty. The Consumer indicated that the problem did occur. The Manufacturer in its documentary evidence, acknowledged the defect and consequent repairs.

On 12/10/12, the Consumer brought the vehicle to the Manufacturer complaining that the My Touch Screen would go black and freeze thus rendering the voice commands inoperable. The Manufacturer responded to the Consumer's concern by completing an upgrade per a recall. Per recall, the Manufacturer inspected all cooling fans, and reprogrammed the cooling fan strategy (R.O. #909390, dated 12/10/12).

Problem 4 was caused by a defect in materials or workmanship covered by the Manufacturer's new vehicle warranty. The Consumer indicated that the problem did occur. The Manufacturer in its documentary evidence, acknowledged the defect and consequent repairs.

On 12/10/12, the Consumer brought the vehicle to the Manufacturer indicating that the remote (keyless) start was inoperable. The Manufacturer could not verify the Consumer's concern as the remote start worked normally (R.O. #909390, dated 12/10/12).

For Problems #1-4, the vehicle was out of service for forty-six (46) days for which the Manufacturer provided a rental/loaner vehicle.

On 2/13/13, the Consumer returned for a final repair attempt/inspection. The Field Service Engineer (FSE) inspected the vehicle and was unable to verify the burning order while driving and accelerating. The rear bumper cover was removed and re-sealed. A smoke machine was used to verify that no panel seam air leaks were present. There was no evidence of hard steering and abnormal power assistance during the test drive. The remote (keyless) start was activated and performed normally on a number of engine starts. The FSE concluded that all prior repair attempts brought the vehicle into conformity, the corrected the concerns of the Consumer thus curing all prior defects.

The vehicle was out of service for three (3) days for which a rental/loaner vehicle was provided (R.O. #95409 and FSE Vehicle Inspection Report dated 2/12/13).

The vehicle was out of service for a total of forty-nine (49) days.

Question 2

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

Problems #1-4 were not a substantial impairment to the use, value and safety of the vehicle.

The Manufacturer has addressed all of the Consumer's concerns in the first attempt. The Manufacturer has indicated in R.O. #s 909390 and 915409, that new parts and upgrades were used to cure the defects. The next or final repair attempt/inspection occurred because the vehicle had been out of service for more than thirty (30) days (see #3(c) below). In the final repair attempt, the FSE concluded that all prior defects had been cured, and the vehicle was operating normally. There has not been a substantial impairment to value and safety of the vehicle.

The Consumer contends that the problems still exists. However, no evidence to the contrary has been provided by the Consumer.

The Consumer used the vehicle without hindrance for one thousand-forty-five (1,045) miles during the time between first and final repair attempts.

The Consumer did not experience a loss of use as he was provided with a rental/loaner vehicle for the forty-nine (49) days out of service.

The Consumer's concern does not rise to the level of a substantial impairment to the use, value and safety of the vehicle.

Question 3

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

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

49

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

Yes

c Please explain how you reached this conclusion.

There was one (1) repair attempt and then the final repair attempt because the vehicle was out of service for more than thirty (30) days. Under the Lemon Law, It is presumed that a reasonable number of repair attempts have been made if the vehicle has been out of service for repair of one or more nonconformities for a cumulative total of 30 or more days. Therefore, the Lemon Law requirements for reasonable repair attempts were met. Consumer's legal counsel notified the Manufacturer of the defects, and its intent to pursue remedies pursuant to Florida's Lemon Law (Letter from Consumer's legal counsel, dated 1/21/13). On 2/12/13, a final inspection in response to legal counsel's letter was performed to insure conformity (R.O.#

d 94 548900 nsumer entitled to a repurchase or replacement under all other provisions of this state's lemon law [i.e., eligible consumer, eligible vehicle, applicable time frames (if any), notice provisions (if any), reasonable number of repair attempts, etc.]? Please explain how you reached this conclusion.

All other provisions of the Lemon Law were met. There was one (1) repair attempt and then the final repair attempt because the vehicle was out of service for more than thirty (30) days. The vehicle was purchased and is registered in the state of Florida. The consumer has brought this claim within the applicable timeframe. The Consumer's legal counsel did send notice of the manufacturing defect in accordance with the Florida Lemon Law.

Question 4

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

Repurchase is denied. The Consumer's concerns have been addressed, the problems have been cured and the vehicle was brought into conformity. At the final inspection, the vehicle performed properly and no problems were observed. The Consumer used the vehicle regularly without hindrance between the first and final repair attempt.

Moreover, the part ordered for installation and repair was delayed. This was due to a national backorder, and the merchandiser was still resolving capacity issues (BBB Auto line Dealer Report and Repair History Summary; Ford Merchandiser Remarks, date 1/17/13). The vehicle was out of service for more than fifteen (15) days thus triggering a final inspection/repair attempt. A rental/loaner vehicle was issued to the Consumer for forty-six (46) days.

The Manufacturer has tested the vehicle during its final inspection and repair attempt of any existing non-conformity.

The vehicle has performed properly during the final repair attempt/inspection, and there was no indication of substantial impairment to its use, value and safety.

Question 5

If awarding a repurchase or replacement:

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

NIA

b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.

N/A

c If you've decided not to award all collateral or incidental charges that were requested on the Agreement to Arbitrate, please indicate your reason for doing so.

Question 6

The following materials and documents were submitted by the parties as part of this arbitration. Those marked with an asterisk ("*") were relied upon by the arbitrator(s) in making a decision in the case

- a Materials/Documents Submitted by Customer A Materials/Documents Submitted by Customer
 - -- R.O.# 909390, dated 12/10/12*
 - R.O.# 915409, dated 2/12/13*
 - -- BBB Autoline Dealer Report and Repair History Summary*
 - -- Ford Merchandiser Report, dated 1/17/13*
 - -- FSE Vehicle Inspection Report dated 2/12/13*
 - -- Letter from Consumer's legal counsel, dated 1/21/13*
- Materials/Documents Submitted by Manufacturer
 A Materials/Documents Submitted by Customer
 - -- R.O.# 909390, dated 12/10/12*
 - -- R.O.# 915409, dated 2/12/13*
 - BBB Autoline Dealer Report and Repair History Summary*
 - -- Ford Merchandiser Report, dated 1/17/13*
 - -- FSE Vehicle Inspection Report dated 2/12/13*
 - -- Letter from Consumer's legal counsel, dated 1/21/13*

Question 7

Please identify the mileage on the vehicle at the time of the hearing/inspection: 17986

CASE: Arbitrator: Charles H Oliver III Customer: Date: 03/19/13

Krohn & Moss, Ltd.

(Arimua, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)
10 N. Dearborn Street, 3rd Floor

Chicago, Illinois 60602 www.krohnandmoss.com

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Writer's Direct E-Mail
bwikgren@consumerlawcenter.com
www.krohnandmoss.com

Writer licensed to practice only in: Florida Illinois

January 21, 2013

VIA CERTIFIED MAIL

Ford Motor Company Customer Relationship Center 16800 Executive Plaza Drive PO Box 6248 Dearborn, MI 48126

and Save-On Cleaners of Weston, Inc.

Vehicle:

2011 Ford Explorer

VIN:

1FMHK7F8XBC

Dear Sir or Madam:

RE:

Enclosed please find my client's Motor Vehicle Defect Notification. Please contact me directly as I represent the above-listed individuals in their Lemon Law action against your company. We will expect to hear from you within 10 days upon receipt of this letter to set up the Final Repair.

I look forward to hearing from you in the near future regarding my clients' arbitration hearing.

-Sincerely,

Brent Wikgren Attorney at Law

BW/df

cer

Office of the Attorney General Lemon Law Research Unit PL-01, The Capitol Tallahassee, FL 32399-1050

Motor Vehicle Defect Notification (Please print clearly in ink)

Pursuant to the Florida Lemon Law, Notice is given to the manufacturer as follows:

- X The vehicle has been out of service at least 15 days to repair one or more substantial defects.
- X 3 or more repair attempts have been made to repair the same substantial defect or condition
- Description of continuing defect(s) or conditions(s)Defective suspension system and/or electrical system as evidenced by the vehicle is hard to steer, the illumination of the traction control light, and illumination of the power assist fault light; Defective electrical system as evidenced by the my touch system intermittently freezing, and voice commands are inoperative; Defective engine, climate control system and/or transmission as evidenced by the burning smell emanating from the AC vents when driving at highway speeds.

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle make: Ford

Model: Explorer

Year: 2011

VIN: 1FMHK7F8XBC

Date of Delivery: August 01, 2011

Name and City/State of selling dealer or leasing company (if applicable)
Sawgrass Ford (Sunrise, FL)

Name and City/State of authorized service agent(s) attempting previous repairs: Sawgrass Ford (Sunrise, FL)

Consumer:

& Save-on Cleaners of Weston Inc.

1645 Bonaventure BLVD, Broward

Weston FL 33326

Home phone:

Signature:

Brent Wikgren, Attorney for the Consumer

Krohn & Moss, Ltd

10 N. Dearborn, 3rd Floor

Chicago, IL 60602

(312) 578-9428 ext. 203

Date Mailed:

January 21, 2013

Krohn & Moss, Ltd.

10 N. Dearborn, 3 Floor Chicago, Illinois 60602

www.krohnandmoss.com

Writer's Direct Number (312) 578-9428 Ext. 203 Writer's Direct Facsimile (866) 431-5576 Writer's Direct E-Mail bwikgren@consumerlawcenter.com Licensed to practice Only in: Florida Illinois

January 21, 2013

VIA CERTIFIED MAIL

Ford Motor Company Customer Relationship Center 16800 Executive Plaza Drive PO Box 6248 Dearborn, MI 48126

Rubio, Ozzie and Save-On Cleaners of Weston, Inc.

Vehicle:

2011 Ford Explorer

VIN:

1FMHK7F8XB0

Our File No.:

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the federal Magnuson-Moss Warranty Act and/or the Florida Lemon Law 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.

You are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer. If you settle directly with our client and do not make arrangements for payment of all damages, fees, and costs, 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. You are hereby notified that these defects and non-conformities include, but are not limited to:

- Defective suspension system and/or electrical system as evidenced by the vehicle is hard to steer, the illumination of the traction control light, and illumination of the power assist fault light;
- Defective electrical system as evidenced by the my touch system intermittently freezing, and voice commands are inoperative;
- Defective engine, climate control system and/or transmission as evidenced by the burning smell emanating from the AC vents when driving at highway speeds; and
- All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. Futhermore my client's vehicle has been out of service more than 30 days. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

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

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

My client's repair history clearly shows there was a breach of your written warranty

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Although it is my client's contention that you have already been provided with sufficient opportunities to repair the subject vehicle by the tendering of the vehicle to your dealers as directed in your warranty, if you are interested in performing further repairs to the vehicle, please contact me to make appropriate arrangements to do so. If I do not hear from you within ten (10) days I will presume you are uninterested in performing any further repairs to the vehicle.

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. Unless you repurchase my client's vehicle and return all payments made by my client on the vehicle, 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, please contact me. If this matter is not resolved within ten (10) days from the date of this letter, you are hereby put on notice that a lawsuit will be filed.

Sincerely,

Brent Wikgren Attorney at Law

BW/df

Save-on Cleaner of Weston, Inc.

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INVOICE

SAVE-ON CLEANERS OF WESTON INC. DUPLICATE 1 1645 BONAVENTURE BLVD 14501 West Sunise Blvd. Sundse, FC 33323 Phone: (954) 851-9110 PAGE 1 WESTON. FL 33326 FLREG. # MV-08885 HOME CONT: SERVICE ADVISOR: 80413 EDWARD P GUARDIANI BUS: CELL: MILEAGE IN / OUT LICENSE VIN COLOR MAKE/MODE YEAR 17872/17986 T0914 7F8XB FORD EXPLORER UX/SILVER PAYMENT INV. DATE PROD. DATE WARR, EXP. PROMISED PO I DEL. DATE 28JUL11 IS CASH 15FEB13 28JUL11 DD R.O. OPENED 09:30 12FEB13 STK:60776 ENG:998 3.5L_V6_TIVCT_ENGINE OPTIONS: READY TRN: 44C 6-SPEED SELECTSHIFT TRANS AXL: 12 MAY 2011 09:23 12FEB13 14:06 15FEB1 LINE OPCODE TECH TYPE HOURS NET TOTAL PERFORM FORD MULTI-POINT INSPECTION 99P PERFORM FORD MULTI-POINT INSPECTION 0.00 0.00 34619 GBK GBK CPF 0.00 0.00 34619 GRATT GRATT 0.00 0.00 34619 CPF GTIRE GTIRE 0.00 0.00 34619 CPF 0.00 PARTS: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 LABOR: C/S THE STEERING IS HARD. 03 STEERING SYSTEMS 0.00 0.00 34619 CPF 0.00 OTHER: 0.00 0.00 LABOR: 0.00 TOTAL LINE B: PARTS: 17986 NO PROBLEM FOUND TEST DROVE CAR AT CITY AND AT HIGHWAY SPEED TO TEST OPERATION OF STEERING ASSIST. TEST DROVE BY FORD F.S.E. STEERING IS WITHIN NORMAL FEEL AT ALL SPEEDS AS OF CURRENT SOFTWARE LEVEL FOR MODULE AND RACK. STEERING ASSIST IS WORKING NORMALLY. NO PROBLEMS FOUND. MILES OUT 17986 C/S THE REMOTE START IS INOP. 17 FIT/BODY/INTERIOR 34619 CPF 0.00 0.00 LABOR: PARTS: 0.00 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 17986 TESTED OPERATION OF REMOTE START FEATURE. REMOTE START WORKING NORMALLY. UNABLE TO DUPLICATE START INOP PROBLEM. C/S ON HARD ACCELERATION THERE IS A BURNING SMELL THROUGH THE VENTS. 17 FIT/BODY/INTERIOR 34619 ISP (N/C) 1 F18Z*8597*A HOSE (N/C) PARTS: 0.00 LABOR: 0.00 OTHER: TOTAL LINE D: 0.00 0.00 7986 REMOVED REAR BUMPER OPENINGS AT ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. BERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. DESCRIPTION TOTALS is. your responsibility to sure that all of the LABOR AMOUNT scheduled maintenance is performed and that the materials used mest Ford angineering specifications. PARTS AMOUNT GAS, OIL, LUBE Failure to perform scheduled maintenance sa specified in the Service Guide will invalidate werrenty coverage on parts affected by the lack of maintenance. SUBLET AMOUNT MISC, CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX (SIGNEC) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

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CHETOMPE CONS

CANGRASS FORD

02/15/2013 15 25 FAX 9548581837

LOT LOCATION CUSTOMER #:

1645 BONAVENTURE BLVD

INVOICE

DUPLICATE 1

14501 West Sunrise Blvd, Bunrise, FL 33323 Phone: (954) 851-9110

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PAGE 2 WESTON PL. REG. # MV-05885 HOME CONT: SERVICE ADVISOR: 80413 EDWARD P GUARDIANI CELL: BUS: MILEAGE IN / OUT TAG VIN LICENSE COLOR YEAR MAKE/MODEL 17872/17986 T0914 FMHK7F8XBG UX/SILVER FORD EXPLORER PAYMENT INV. DATE RATE DEL DATE PROD. DATE WARR, EXP. PROMISED 28JUL11 IS 09:30 12FEB13 SFEB13 28JUL11 DD OPTIONS: STR.60776 ENG:998 3.5L V6 TIVCT ENGINE TRN:44C 6-SPEED SELECTSHIFT TRANS AXL:12 MAY 2011 R.O. OPENED READY 09:23 12FEB13 14:06 15FEB1 LINE OPCODE TECH TYPE HOURS LIST REAR. SPRAYED UNDERCOAT SEALER OVER BODY SEAMS AND UNDER REAR OFF TRUCK IN AREAS SET IN TSB. LET DRY AND TEST DROVE WITH F.S.E. NO SMELL DETECTED FROM TRUCK VENTS. E RENTAL

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SAVE-ON CLEANERS OF WESTON INC.

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

(SIGNED) DEALER, GENERAL MANAGER OF AUTHORIZED PERSON

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled in the performance as according to maintanance as specified in the Service Guide will invalidate warranty coverage on parts affacted by the lack

CUSTOMER SIGNATURE

TOTALS LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC, CHARGES 0.00 TOTAL CHARGES .00 LESS INSURANCE 0.00 SALES TAX 0.00 PLEASE PAY THIS AMOUNT

DESCRIPTION

3304

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This is an auto generated e-mail from Technical Field Operations Assignment Management System, Please do not reply.

Please click here to access this request

Additional Comments

Request Details

Additions and/or changes made to the request are highlighter	d in red.
Tracking Number	20095554
Status	Assigned
Currently assigned to	JGIBULA
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	LaShawn Rudolph
Primary contact's phone number	313.845.2881
Primary contact's email address	Irudolp1@ford.com
Technician Name	
Technician certified in relevant speciality	提供的 化二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十
Dealership Name	SAWGRASS FORD
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VIN	1FMHK7F8XBG
Vehicle year/model	2011 Explorer
Vehicle mileage	16,808

Repair Order (R.O) #	"我是是我的人的,我们就是我们的一个一个一个一个一个
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FSE Comments	Ford per <u>Irudolp1@ford.com</u> Updated By
	JGIBULA02/08/2013 03:19:16 PM
Initial Contact Date	2/8/2013
Person Contacted	Mike Kubic
Dealership visit planned?	Yes
Visit date, if planned	2/12/2013
Did Visit Occur?	華英基。中央五世史,1977年, 沙兰州中国中国中国
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Inspection Comments for Technical Assistance Contact Rep	
Primary Root cause for Technical Assistance Contact Report	
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Total hours spent on request	0.0
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Created date	02/01/2013 00:03:37 PM EST
Last Revised by	JGIBULA 02/08/2013 02:10:16 PM FST
Last revised date	02/08/2013 03:19:16 PM EST

This e-mail notification has been generated by: JGIBULA Thank you..

All Action Details for Issue

Print

VIN: 1FMHK7F8XBG

Year: 2011

Model: **EXPLORER** Case: 567690023

Name: SAVE-ON CLEANERS OF WESTON Owner Status:

INC.

Original

WSD: 2011-07-28

Symptom Desc:

Reason Desc: DEALER GENERATED INFORMATION ISSUE

Primary Phone: Secondary Phone:

Issue Type: 03 CONCERN

Issue Status:

CLOSED

Initial Customer Contact: 01/03/2013

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 04908 SAWGRASS FORD

Origin Desc: DEALER

Odometer: 16808 MI Analyst Name: SAWGRASS FORD Comm Type: OTHER

Analyst: M-KUBIC1

Action Data: No

Action Date: 01/02/2013

Action Time: 15.46.08.333

Comments DEALER UPLOADING INFO RELATED TO PARTS NEEDED TO REPAIR CUSTOMERS. VEHICLE, AS PER RO 909390 LINE B AND CUSTOMERS COMPLAINT OF STEERING HARD AND LOCKS UP AT TIMES, AND POWER ASSIST FAULT LIGHT IS ON. DEALER HAS A POWER STEERING RACK ON ORDER BUT ITS ON NATIONAL BACK ORDER AND DOES NOT SHOW RELEASE TILL APPROX 1-21-13. PART NUMBER IS BB5Z 3504HE DOR NUMBER IS 12102. THE CUSTOMER HAS BEEN IN A RENTAL AND STILL IS DO TO THEY HAD PLANS FOR HOLIDAY AND TOOK RENTAL AND DEALER IS STILL WAITING FOR PARTS, UPLOAD FOR RENTAL ASSISTANCE AND POSSIBLE ASSISTANCE GETTING PART TO HELP ADDRESS REPAIRS IN A TIMELY MANOR.

Action: PARTS ESCALATION

Dealer: 04908 SAWGRASS FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 16808 MI

Comm Type: OTHER

Analyst Name: RONDA, MARIO

Analyst: MRONDA

Action Date: 01/03/2013

Action Time: 09.00.28.186

Action Data: Yes

Comments DLR REQUEST PART ESCALATION FOR PART#BB5Z 3504HE ...DOR# 12102....E-TRACKER#11652935

Data Element Name

Data Value

PARTS DISTRIBUTION ETRACKER #:

PART NUMBER: PART DESCRIPTION: CRS ESCALATION? (Y/N): 11652935 BB5Z 3504HE STEERING RACK SSY

YES

WHY DELAYED?:

NATIONAL BACK ORDER

1/28/2013

IS CUSTOMER IN RENTAL VEHICLE? (Y/N): YES

Action: CREATE FOLLOW UP

Origin Desc: CUSTOMER CARE SOLUTIONS Dealer: 04908 SAWGRASS FORD

TEAM

Odometer: 16808 MI

Comm Type: OTHER

Analyst Name: RONDA, MARIO

Analyst: MRONDA

Action Date: 01/03/2013

Action Time: 09.03.09.875

Action Data: Yes

Comments REVIEW OF DOES II INDICATES THAT THE SUPPLIER IS PAST DUE (RESOLVING CAPACITY ISSUES), PER LATEST UPDATES SUPPLIER WILL BE UP TO SCHEDULE IN THE

BEGINNING OF 2013___F/U ON 01-11-2013

Data Element Name

Data Value

DATE OF FOLLOW UP:

01-11-2013

TIME OF FOLLOW UP (HH:MM):

18:00

Action: TIER ONE OPEN ISSUE Dealer: 04908 SAWGRASS FORD

Origin Desc: TIER ONE - MELBOURNE

Odometer: 16808 MI

Comm Type: PHONE Analyst Name: BUNCE, ARIEL Analyst: ABUNCE3

Action Date: 01/10/2013

Action Time: 14.37.33.947 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name Day Phone Relationship

OZZIE

3054586892 RUBIO

SPOUSE

Comments - CUST CHECKING THE STATUS OF PARTS DELAY - CRC ADV AS PER HISTORICALS CCT MARIO WILL BE CALLING HIM BACK ON 1/11/12 WITH MORE INFORMATION REGARDING CASE

Action: CREATE FOLLOW UP

Dealer: 04908 SAWGRASS FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 16808 MI

Comm Type: OTHER

Analyst Name: RONDA, MARIO

Analyst: MRONDA

Action Date: 01/11/2013

Action Time:

15.29.05.301

Action Data: Yes

Comments CSM MARIO X77723 REVIEW OF DOES II INDICATES PART IS SCHEDULED TO SHIP FROM SUPPLIER TO PDC ON 01-21-2013 F/U WITH DLR ON 01-18-2013

Data Element Name

Data Value

DATE OF FOLLOW UP: 01-18-2013

TIME OF FOLLOW UP (HH:MM): 18:00

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 04908 SAWGRASS FORD

Origin Desc: DEALER

Odometer: 16808 MI Analyst Name: SAWGRASS FORD Comm Type: OTHER Analyst: M-KUBIC1

Action Date: 01/14/2013

Action Time: 10.53.22.399

Action Data: No

Comments CUSTOMER GETTING VERY UPSET THAT PART STILL NOT AVAILIBLE FOR REPAIRS. CUSTOMER NOW ASKING FOR UP GRADE DO TO HE IS SPENDING \$580 PER MONTH ON CAR PAYMENT AND HE HAS NOT HAD HIS VEHICLE AND ITS GOING TO BE COMING UP ON A MONTH AND A HALF ITS BEEN IN SERVICE. CUSTOMER IN SMALL RENTAL BUT WANTS SOMETHING BIGGER TO DRIVE.

Action: PARTS ESCALATION - PART ARRIVAL

Dealer: 04908 SAWGRASS FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 16808 MI

Comm Type: PHONE

Analyst Name: RONDA, MARIO

Analyst: MRONDA

Action Date: 01/21/2013

Action Time: 16.31.27.249

Action Data: Yes

Comments IBC FROM S/M MIKE ADVISING CSM PART ARRIVED AND VEH IS REPAIRED___

 Data Element Name
 Data Value

 DATE OF PART ARRIVAL AT DEALERSHIP:
 01-15-2013

 FORD PART? (Y/N):
 YES

 AFTERMARKET PART? (Y/N):
 NO

 CUSTOMER OPTED OUT? (Y/N):
 NO

Action: CONCERN ADDRESSED

Dealer: 04908 SAWGRASS FORD Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 16808 MI

Comm Type: PHONE

Analyst Name: RONDA, MARIO

Analyst: MRONDA

Action Date: 01/21/2013

Action Time:

16.32.14.034

Action Data: Yes

Comments CLOSING PART ESCALATION___PART ARRIVED VEH REPAIRED___CASE CLOSED

Data Element Name

Data Value

CUSTOMER'S LTV SCORE	92
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)ESTIMATED REPAIR COST(@WARR RATES) (\$)CUSTOMER'S SHARE OF REPAIR COST (\$)DEALER'S SHARE OF REPAIR COST-P18 (\$)DEALER'S SHARE OF REPAIR COST-OTHER(\$)FORDS'S SHARE OF REPAIR COST-P11 (\$)	N
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMHK7F8XB

Year: 2011

Model: **EXPLORER**

WSD: 2011-07-28

Primary Phone:

Secondary Phone:

Case: 567690023

Name: SAVE-ON CLEANERS OF WESTON Owner Status:

INC.

Original

Symptom Desc: STRG/HANDLING FUNCTION

Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Issue Type: 04 REGION

Issue Status:

CLOSED

Initial Customer Contact: 01/07/2013

Action: TIER ONE OPEN ISSUE Dealer: 04908 SAWGRASS FORD

Origin Desc: TIER ONE - MELBOURNE

Odometer: 1 MI Comm Type: PHONE Analyst Name: KYLES, SHARA Analyst: SKYLES2

Action Date: 01/04/2013

Action Time: 11.47.57.432 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Day Phone

Relationship OTHER

Comments C/W BAM-11PM CUST SAYS: - VEH HAS BEEN IN SERVICE FOR 26 DAYS- GEAR ON POWER STEERING HAVING ISSUES- LOCKED UP WHILE MAKING A LEFT HAND TURN- DLR INDICATED THAT THERE IS ISSUES GETTING PART - IN RENTAL - HAS PAID LEASE PAYMENT SAWGRASS FORD 14501 WEST SUNRISE BLVDSUNRISE, FL 33323(954) 851-9000 OBC TO DLR: -TEDDY- WILL HAVE MORE INFO ON PART BY JAN 11TH CSR ADVISED: "I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW, ***NOTE TO CCR; IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP. PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"

Action: CREATE FOLLOW UP

Dealer: 04908 SAWGRASS FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: RONDA, MARIO

Analyst: MRONDA

Action Date: 01/07/2013

Action Time: 16.03.59.116

Action Data: Yes

Comments OBC TO CUST. ANSWERED PHONE AND CONTINUED CONVERSATION WITH ANOTHER PARTY ON ANOTHER LINE __ CSM HUNG UP AND WILL F/U ON 01-08-2013

1/28/2013

Data Value **Data Element Name** DATE OF FOLLOW UP: 01-08-2013

TIME OF FOLLOW UP (HH:MM): 18:00

Action: DUPLICATE CASE

Origin Desc: CUSTOMER CARE SOLUTIONS Dealer: 04908 SAWGRASS FORD

TEAM

Odometer: 1 MI Comm Type: PHONE Analyst Name:

Analyst: MRONDA RONDA, MARIO

Action Time: Action Date: 01/08/2013 Action Data: No 16.19.02.655

Comments CLOSING CASE AS DUPLICATE CASE ___PARTS ESCALATION CASE IS ALREADY

OPEN__CSM WILL WORK CSE FROM PARTS ESCALATION CASE CLOSED

Ford Confidential

Server: AWS Prod

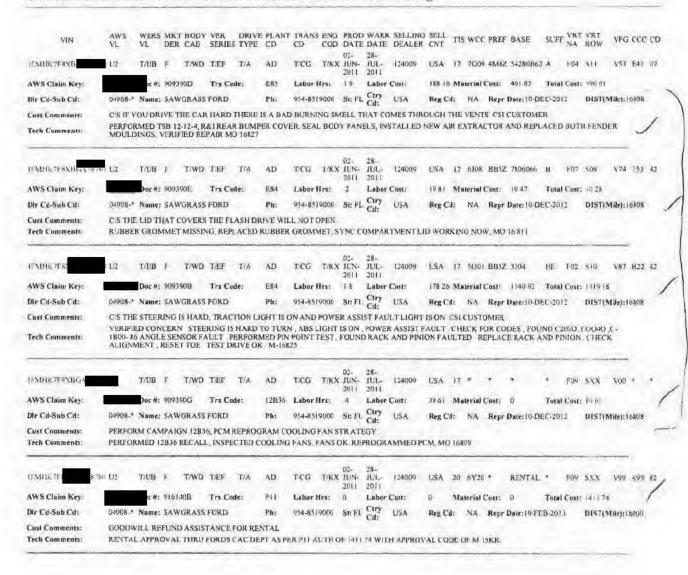
Claims loaded through: 18-MAR-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date 19-M1R-13

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



Any comments? You can contact

webmaster



PE12-017.2 000310LC

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA CIVIL DIVISION

Plaintiff,

VS.

No.:

FORD MOTOR COMPANY,

Defendant.

NOTICE TO DEFEND

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

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

Court Administrator
Office of Court Administration
50 North Duke Street
P.O. Box 83480
Lancaster, PA 17680-3480
Telephone: (717) 295-3584

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA CIVIL DIVISION

	1
Plaintiff,	
vs.	No
FORD MOTOR COMPANY,	
Defendant.	

COMPLAINT

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

BACKGROUND

- 3. On or about August 09, 2011, Plaintiff purchased a new 2011 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMHK8D85BG
- 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 <u>excluding</u> other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$42,192.91. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".
- 6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.
- 7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.
- 8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.
- 9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.
- 10. During the warranty period, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective transmission, sync system, electronic steering rack and brakes. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT 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 has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.
- 13. 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).
 - 14. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
- 15. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
 - 16. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
- 17. 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.
- 18. 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.
- 19. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
- 20. 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.

- 21. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.
- 26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

27. 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 II PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

- 28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
 - 29. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).
 - 30. Defendant is a "Person" as defined by 73 P.S. §201-2(2).
- 31. 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."
- 32. 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.
- 33. 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.
- 34. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.
- 35. 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.
- 36. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."
- 37. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

Robert A. Rapkin, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202

Pittsburgh PA \$219

(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





NEW HOLLAND AUTOCARE

25 Brubaker Ave. New Holland, PA 17557 Telephone 717-354-2900 Toll Free 800-331-9761







FTCS645801

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DELIVERY MILES

PRODUCTION DATE

REPRINT# 1 MO: 1295

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CUSTOMER NO.	ADVISOR DE L'A	ext 458	TAG NO.	09/05/12
	LABOR PATE		MILEAGE 12,954	
	YEAR / MAKE / MODEL			
EPHRATA, PA 1		RUCK/EXPLORER/	ADR 4WD XLT	08/09/11
,	1 FMH K	8 D 8 5 B G		SELLING DEALER NO. 1630
	F.T.E.NO.	P. O. N	э.	07/31/12
RE: BUSINESS PHONE	COMMENTS E# 998			MILEAGE OUT
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LABOR J# 1 03FOZZ CUSTOMER STATES WHEN DRIVING T CAME ON AND THE STEERING MHEN OFF THE IGNTION AND THE LIGHT TECH INSPECTED STEERING AND DI CODES CZODD CIBOO PROBLEM WAS ELECTRONIC STEERING RACK REPLACED ELECTRONIC STEERING R	THE TRACKTION CONTRO TIGHT, CUSTOMER TUR WHENT OUT; IAGNOSISED FOUND WITH IN THE	:):30913 L.LIGHT NED	WARRANTY	THE DEALER IS MANUFACTURE PARTS OR SI HEREIN. THE EXPRESSLY DI RANTIES EXP
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THE DEALER IS NOT A PARTY TO AN'
MANUFACTURER'S WARRANTY OI
PARTS OR SERVICE CONTAINEI
HEREIN. THE DEALER HEREB'
EXPRESSLY DISCLAIMS ÂLL WAR
RANTIES EXPRESS OR IMPLIED
INCLUDING ANY IMPLIED WARRANT'
OF MERCHANTABILITY OR FITNESS
FOR A PARTICULAR PURPOSE WITH
RESPECT TO ANY PARTS, LABOR OF
DIAGNOSTIC SERVICES FURNISHED
UNDER THIS ORDER.



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COMMINGENEERING CONTROL CONTRO			Elwa Izana	Lillianian pare	
EPHRATA, PA	CUSTOMER NO.	CHARLETE & EXT 133	108 WB04		MAKENO FTCS645801
EPHRATA, PA			12,954	INGOT SILV	1FN625
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Check Out Our Tire Prices!	REAR ROTORS WERE WARPED	TECH(S):152 WHEN BRAKING	WARRANTY	AUTO C	ROUP
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			UTAL 0.00		
PAGE 2 OF 3 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 03:54pm THANK YOU	LABOR- U# 8+33F0ZGBATT BATTERY TEST PASSED BATTERY WAS TESTED AND PASSED	TECH(S):152	0.00		
PAGE 2 OF 3 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 03:54pm THANK YOU					
	PAGE 2 OF 3 CUSTOMER COPY	(CONTINUED ON NEX	T PAGE] 03:54pm	THAN	K YOU



ut Our ices!







NEW HOLLAND AUTOCARE

25 Brubaker Ave. New Holland, PA 17557 Telephone 717-354-2900 Toll Free 800-331-9761







Visit us at our web site. Schedule your next service visit through the internet: www.newhollandauto.com

· · · · · · · · · · · · · · · · · · ·		CHARLTE C E		108	WB04	09/05/12	FTCS64580
		LABOR RATE	LICENSE NO.	MILEAG	12,954	INGOT SILV	1FN625
EPHRATA, PA		11/FORD TRU	JCK/EXPLO	RER/4DR	4WD XLT	08/09/11	DELIVERY MILES PRODUCTION DATE
		VEHICLE I.D. NO. 1 F M H K F.T. E. NO.	8 D 8 5 I	B G		SELUNG DEALER NO. 1630	
ESTINGATOR DATABLE	BUSINESS PHONE					07/31/12	REPRINT#
		E# 998					MO: 12
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All Action Details for Issue

Print

VIN: 1FMHK8D85BG

Year: 2011

Model: EXPLORER Owner Status: Original WSD: 2011-08-09

> Primary Phone: Secondary Phone:

Case:

Name:

Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG

Reason Desc: CLP - IN - FIN ASSIST - PARTS DELAY

Issue Type: 04 REGION

Odometer: 11950 MI

Action Date: 08/28/2012

Issue Status: CLOSED

Initial Customer Contact: 08/29/2012

Action: TIER ONE OPEN ISSUE

Dealer: 01360 NEW HOLLAND FORD

Comm Type: PHONE

Analyst Name: CONTE, AARON Analyst: ACONTE2 Action Time: 14.34.11.174 Origin Desc: TIER ONE - MELBOURNE

Origin Desc: CUSTOMER CARE SOLUTIONS

Action Data: No

Comments **CUST. SAYS**-POWER STEERING WENT OUT WHILE PULLING OUT OF DRIVE WAY-THEN, SHORTLY AFTER THE POWER STEERING WENT OUT AGAIN WHILE DRIVING ON HIGHWAY-VEH WAS BROUGHT TO DLR 30 DAYS AGO AND THE DLR DIAGNOSED ISSUE AS POWER STEERING RACK IS DIAGNOSED AS CAUSAL PART OF ISSUE; VEH STILL REMAINS @ DLR AWAITING ON THE PART TO COME IN-CUST. IS IN A LOANER IN THE MEANTIME-BUT, THE PART IS ON BACKORDER W/ NO ETA; CUST. WOULD ATLEAST LIKE AN ETA ON THE PART AND WOULD LIKE TO HAVE PART COME IN SOONER THAN LATER**DLR INFO**NEW HOLLAND FORD 508 W MAIN ST~NEW HOLLAND, PA 17557 TEL:(717) 354-4901FAX:(717) 355-9780**S/M: CARL=**CRC ADV***I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY EOB TOMORROW.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"-CCT REP WILL TRY TO EXPEDITE PART AND THE REP WILL CALL YOU BY 8/29 ABOUT THIS**OBC TO DLR, BUT THE PARTS DEPT. DIDN'T KNOW ANYTHING ABOUT THIS CUSTOMER'S PART BEING ORDER ON BACKORDER..ALSO, CARL S/M WAS NOT AVAIL. TO VERIFY OF PARTS DELAY..((PLS SEE S/M CARL'S DOCUMENTATION FROM 8/28 STATING ABOUT PARTS DELAY))**PLS CALL HIM ANYTIME #717-669-7316 (VEH @ DLR NOW)**

Action: PARTS ESCALATION

Dealer: 01360 NEW HOLLAND FORD

TEAM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1), MARILYN

Comm Type: PHONE Analyst: MSPALL1

Action Date: 08/29/2012

Action Time:

Action Data: Yes 12.29.18.311

Comments ***WSD=8/9/11, RECALLS SYNC, NO ESP, GAS ENGINE, 11950 MI ******OBC TO DLR (8:50); NEW HOLLAND FORD 717-354-4901 S/M CARL-ADVISED WE CANT ASSIST ON RENTAL OF THIS VEH BUT WE CAN ESCALATE THE PART-AND NEED PART INFO TO ESCALATE THE PART *****DLR SENT EMAIL WITH PART INFO BELOW: "NO ACTION NECESSARY SPECIAL CRC PROCESS"-P&A 01360-STEERING GEAR- PART # BB5Z -3504-HE -E ORDERED 8/1/12-DOR/COR #08010-CUST IN RENTAL DATE 8/1/12-VEH LEMON LAW ELIGIBLE-CASE ID 813510862-ETRACKER ID 11409851******EMAIL SENT TO SME ****

DADTE DICTORDITION F

Data Element Name

Data Value

PARTS DISTRIBUTION ETRACKER #: PART NUMBER: PART DESCRIPTION: CRS ESCALATION? (Y/N): WHY DELAYED?:

11409851 BB5Z -3504-HE STEERING GEAR

YES

IS CUSTOMER IN RENTAL VEHICLE? (Y/N):

BACK ORDER

YE\$

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1), MARILYN Comm Type: PHONE Analyst: MSPALL1

Action Date: 08/29/2012

Action Time: 12.31.09.624

Action Data: Yes

Comments ****REVIEWED CASE WITH COM ADVISED OK TO ASSIST WITH RENTAL DUE TO YR/MI OF VEH AND

PART DELAY -SET FU FOR TUE 9/4/12 BY EOD (DLR ONLY FU / PARTS/RENTAL)

Data Element Name

Data Value

DATE OF FOLLOW UP:

09-04-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

EFT MESSAGE VOICE MAIL WITH CASE ID AND

TEĂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN Comm Type: PHONE

Analyst: MSPALL1

(MSPALLI), MARILIN

Action Time:

Action Data: Yes

Action Date: 08/29/2012

15.42.47.619

Comments OBC TO CUST CONTACT INFO-SET FU FOR THUR 8/30/12 BY EOD

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-30-2012 18:00

TIME OF FOLLOW UP (HH:MM):

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 Mi Analyst Name: SPALL Comm Type: PHONE

(MSPALL1), MARILYN

Analyst: MSPALL1

Action Date: 08/30/2012

Action Time: 12.27.19.469

Action Data: No

Comments ***SME UPDATE ***ETRACKER ID: 11409851 ORDERS PROCESSED WITH THE NEW PROTOCOL WILL

SHIP WITHIN 3 TO 5 DAYS, UNTIL STOCK RUNS OUT.

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN

Action Date: 08/30/2012

Comm Type: PHONE Analyst: MSPALL1

Action Time:

12.49.58.656

Action Data: Yes

Comments OBC TO CUST: MARSHALL J SMITH 717-669-7316 -CSM APOLOGIZED FOR THE LONG DELAY IN GETTING HIS PART-ADVISED I DO HAVE HIS PART ON AN HIGH PRIORITY LIST-ADVISED WE ARE IN HIGH HOPES THE PART WILL BE TO THE DLR FOR YOUR VEH BY FRI 9/14/12-CUST WOULD LIKE TO HANDLE THINGS DIFFERENTLY -CUST FOUND OUT PART IS NOT GOING TO BE AVAL TILL NOV FROM THE NHTSA AS THE PART IS STILL BEING DEVELOPED BY ENGINEERING-CUST IS NOT HAPPY AND THE DLR ADVISED HIM TO TALK TO CSM ABOUT LEMON LAW-CSM ADVISED CUST WE DO NOT HANDLE LEMON LAW. THAT IS SOMETHING HE WOULD HAVE TO PURSE LOCALLY, AND IF HE DOES WE WOULD NO LONGER BE ABLE TO WORK WITH HIM BUT WILL KEEP THE PART ON THE HIGH PRIORITY LIST -CUST WANTS TO KNOW IF FMC IS WILLING TO BUY VEH BACK-CUST WANTS TO KNOW IF FMC WILL BUY BACK -CSM ADVISED WE WILL NOT BUY VEH BACK AT THIS TIME-WE ARE IN HIGH HOPES THE PART WILL BE TO THE DLR BY 9/14/12 OR BEFORE -CSM ADVISED I CAN LOOK INTO WAYS TO COMPENSATE CUST AFTER THE VEH IS REPAIRED-SET FU FOR FRI 9/14/12 BY EOD (PART STATUS/COMPENSATION)

> **Data Element Name** Data Value DATE OF FOLLOW UP: 09-14-2012 TIME OF FOLLOW UP (HH:MM): 18:00

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 01360 NEW HOLLAND FORD

Odometer: 11950 MI Comm Type: VISIT Analyst: C-CRONE Analyst Name: CARL CRON

Action Date: 08/31/2012 Action Time: 11.39.11.008 Action Data: No

Comments WE REQUEST 2 MONTHLY PAYMENTS FOR CUSTOMER

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 01360 NEW HOLLAND FORD

Odometer: 11950 MI Comm Type: VISIT Analyst Name: CARL CRON Analyst: C-CRONE

Action Date: 09/05/2012 Action Time: 15.29.04.649 Action Data: No

Comments WE RECIEVED STEERING GEAR AND INSTALLED. VEHICLE IS FINISHED AND IS BEING RETURNED TO

CUSTOMER TODAY. CUSTOMER REQUESTING 2 PAYMENTS ON VEHICLE.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 11950 Mi Analyst Name: SPALL (MSPALL1), MARILYN

Comm Type: PHONE Analyst: MSPALL1

Action Time:

Action Date: 09/06/2012

17.42.21.564

Action Data: No

Comments IB MESSAGE FROM S/M CARL-STATES VEH COMPLED AND WANTS TO GO OVER

RENTAL/COMPENSATION

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

Origin Desc: DEALER

Origin Desc: DEALER

TEAM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1), MARILYN

Comm Type: PHONE Analyst: MSPALL1

Action Date: 09/07/2012

Action Time: 09.26.58.866

Action Data: No

Comments OBC TO PSOM RICK -ADVISED OF CASE-ADVISED WE ARE ALREADY PICKING UP RENTAL (\$1000+) AND I AGREED TO TAKE CARE OF 1 VEH PAYMENT -CUST WANTS 2 PAYMENTS SO DLR WENT TO YOU TO GET THE OTHER PAYMENT-WE BOTH AGREED IT SHOULD ONLY BE 1FROM THE COMPANY (PSOM/CSM) NOT 1 EACH-PSOM REQUESTED CSM HANDLE BOTH RENTAL & 1 VEH PAYMENT ONLY AND INFORM THE DLR

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1), MARILYN Comm Type: PHONE

Analyst: MSPALL1

Action Date: 09/07/2012

Action Time: 09.30.54.352

Action Data: No

Comments OBC TO DLR; NEW HOLLAND FORD 717-354-4901 S/M CARL-LEFT MESSAGE VOICE MAIL REQUEST

RETURN CALL

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN

Action Date: 09/07/2012

Comm Type: PHONE

Analyst: MSPALL1

Action Time: 14.23.54.524

Action Data: No

Comments OBC TO DLR; NEW HOLLAND FORD 717-354-4901 S/M CARL-CSM EXPLAINED WE CAN ONLY TAKE CARE OF 1 VEH PAYMENT PER VEH PER LIFE OF THE VEH-AND WE ARE DOING RENTAL TOO IN THE AMOUNT OF \$1026-NORMALLY IT IS ONE OR THE OTHER -ADVISED I SPOKE TO PCOM AND HE AGREED -WE CAN NOT GET HELP FROM Z/M OR PSOM AND THEN FROM CSM TOO IT IS ONE OR THE OTHER -CAN NOT COMBINE OFFERS -PART CAME IN 9/5/12 -CUST PICKED UP VEH 9/6/12 -RENTAL IS FOR 36 DAYS @ \$28.50/DAY =\$1026-P&A 01360, RO 645801, LINE # 01, IN THE AMOUNT OF \$1026. APPROVAL CODE M116D. PRGRM CODE P11-WE DON'T HAVE

HIS PAYMENT INFO AS HE DID NOT FINANCE THRU US AND HE HAS NOT GOTTEN ANY INFO TO US

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN

Comm Type: PHONE

Analyst: MSPALL1

Action Date: 09/07/2012

Action Time:

14.34.14.465

Action Data: Yes

Comments OBC TO CUST; MARSHALL J SMITH 717-669-7316-LEFT MESSAGE VOICE MAIL WITH CASE ID AND CONTACT INFO-I UNDERSTAND VEH IS REPAIRED AND RETURNED TO YOU I WOULD LIKE TO KNOW HOW VEH IS DOING AND GET INFO FROM YOU SO WE CAN DISCUSS COMPENSATION-IF YOU CAN PLEASE RETURN MY CALL - SET FU FOR MON 9/10/12 BY EOD (TO SEE HOW DOING/COMPENSATION)

Action: PARTS ESCALATION - PART ARRIVAL

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL

Comm Type: PHONE

(MSPALL1), MARILYN

Analyst: MSPALL1

Action Date: 09/10/2012

Action Time: 08.18.04.247

Action Data: Yes

Comments 9/5/12

Data Element Name

Data Value

DATE OF PART ARRIVAL AT DEALERSHIP:

FORD PART? (Y/N):

AFTERMARKET PART? (Y/N): CUSTOMER OPTED OUT? (Y/N): 09-05-2012 YES

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL Comm Type: PHONE

(MSPALL1), MARILYN Action Date: 09/10/2012 Analyst: MSPALL1

Action Time:

14.47.25.683

Action Data: No

Comments OBC TO DLR: NEW HOLLAND FORD 717-354-4901 S/M CARL-WE HAD TO ORDER A SEAT TRACK FOR THIS CUST -IT IS NOT DUE IN TOMORROW THEN WE WILL HAVE TO CONTACT CUST TO COME IN TO INSTALL

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL

Comm Type: PHONE

(MSPALL1), MARILYN

Analyst: MSPALL1

Action Date: 09/10/2012

Action Time: 14.51.40.150

Action Data: Yes

Comments OBC TO CUST; MARSHALL J SMITH 717-669-7316-LEFT MESSAGE VOICE MAIL WITH CASE ID AND CONTACT INFO-SET FU FOR MON 9/17/12 BY EOD (TO ALLOW DLR TIME TO GET ORTHER PART INSTALLED IN VEH)

Data Element Name

Data Value

18:00

DATE OF FOLLOW UP:

09-17-2012

TIME OF FOLLOW UP (HH:MM):

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL Comm Type: PHONE

Analyst: MSPALL1

(MSPALL1), MARILYN Action Date: 09/14/2012

Action Time:

09.17.13.282

Action Data: No

Comments OBC TO DLR; NEW HOLLAND FORD 717-354-4901 S/A CHARLIE AS S/M CARL NOT AVAL -VEH NEEDS A

SEAT TRACK-WHEN CUST CAME IN WE NOTICED A PROBLEM WITH THE SEAT TRACK-THERE IS A TSB FOR IT -WE ORDERED IT BUT IT HAS NOT COME IN YET-IT IS NOT ON BACK ORDER BUT WE DON'T HAVE A DATE YET-CSM ADVISED I WILL CHECK BACK WITH YOU ON MONDAY

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1), MARILYN

Comm Type: PHONE

Analyst: MSPALL1

Action Date: 09/17/2012

Action Time: 13.59.38.485

Action Data: No

Comments OBC TO DLR; NEW HOLLAND FORD 717-354-4901 S/M CARL-SEAT TRACK NOT HERE YET-I WILL

CHECK IT OUT AND LET YOU KNOW WHEN DUE IN

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1), MARILYN

Comm Type: PHONE

Analyst: MSPALL1

Action Date: 09/17/2012

Action Time: 14.04.11.774

Action Data: Yes

Comments OBC TO CUST; MARSHALL J SMITH 717-669-7316-LEFT MESSAGE VOICE MAIL WITH CASE ID AND CONTACT INFO -ADVISED SEAT TRACK IS STILL NOT IN YET-SET FU FOR WED 9/26/12 BY EOD (SEAT TRACK IN YET/ VEH REPAIRED/ COMPENSATION)

Data Element Name

Data Value

DATE OF FOLLOW UP:

09-26-2012 18:00

TIME OF FOLLOW UP (HH:MM):

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 11950 MI Analyst Name: SPALL

Comm Type: PHONE

(MSPALL1), MARILYN

Analyst: MSPALL1

Action Date: 09/19/2012

Action Time:

11.46.49.290

Action Data: No

Comments IB EMAIL FOR W/A JIMSTATES CODE NOT WORKINGOBC TO DLR SPOKE WITH W/A JIM-P&A 01360, RO 645801, LINE 02, IN THE AMOUNT OF \$1026, APPROVAL CODE M118A, PRGM CODE P11

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL Comm Type: PHONE

(MSPALL1), MARILYN

Analyst: MSPALL1

Action Date: 09/26/2012

Action Time:

15.53.28.663

Action Data: No

Comments OBC TO DLR; NEW HOLLAND FORD 717-354-4901 S/A CHARLIE AS S/M CARL NOT AVAL -SEAT TRACK NOT INSTALLED YET BUT PART IS HERE -CUST WILL DROP VEH TODAY AND WE WILL GET HIM A RENTAL -VEH WILL NOT BE DONE FOR HIM TO PICK UP TILL FRI

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĀM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN Comm Type: PHONE

Analyst: MSPALL1

Action Date: 09/26/2012

Action Time: 15.57.32.386

Action Data: Yes

Comments OBC TO CUST; MARSHALL J SMITH 717-669-7316-LEFT MESSAGE VOICE MAIL WITH CASE ID AND CONTACT INFO -DLR ADVISED ME YOU WILL DROP VEH TODAY FOR REPAIR-WE WANTED TO DISCUSS COMPENSATION BUT I WANTED TO WAIT TILL VEH IS FULLY REPAIRED-SET FU FOR TUE 10/2/12 BY EOD (SEE

HOW VEH IS DOING/COMPENSATION)

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-21-2012

18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEĂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN Comm Type: PHONE

Analyst: MSPALL1

Action Date: 10/02/2012

Action Time: 09.53.10.692

Action Data: No

SEEMED TO BE FINE

Action: CREATE FOLLOW UP

Dealer: 01360 NEW HOLLAND FORD

Origin Desc: CUSTOMER CARE SOLUTIONS

TEÂM

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN

Comm Type: PHONE

Analyst: MSPALL1

Action Date: 10/02/2012

Action Time:

09.58.50.655

Action Data: Yes

Comments OBC TO CUST; MARSHALL J SMITH 717-669-7316-LEFT MESSAGE VOICE MAIL WITH CASE ID AND CONTACT INFO-REQUEST RETURN CALL SO WE CAN LOOK INTO COMPENSATION AS DLR INFORMED ME VEH IS FULLY REPAIRED-SET FU FOR WED 10/3/12 BY EOD (DISCUSS COMPENSATION)

Data Element Name

Data Value

DATE OF FOLLOW UP:

40.00.0040

TIME OF FOLLOW UP (HH:MM):

10-03-2012 18:00

Action: CREATE FOLLOW UP

Origin Desc: CUSTOMER CARE SOLUTIONS

Dealer: 01360 NEW HOLLAND FORD

Odometer: 11950 MI Analyst Name: SPALL (MSPALL1),MARILYN TEAM Comm Type: PHONE

Analyst: MSPALL1

Action Date: 10/03/2012

Action Time: 11.56.38.235

Action Data: Yes

Comments OBC TO CUST; MARSHALL J SMITH 717-669-7316-LEFT 2ND MESSAGE VOICE MAIL WITH CASE ID AND CONTACT INFO -REQUEST RETURN CALL SO WE CAN LOOK INTO COMPENSATION AS DLR INFORMED ME VEH IS FULLY REPAIRED-ADVISED I WILL MAKE 1 MORE ATTEMPT TO REACH HIM -SET FU FOR THUR 10/4/12 BY EOD (VEH STATUS/ DISCUSS COMPENSATION/ NO ANSWER CLOSE CASE)

Data Element Name	Data Value
DATE OF FOLLOW UP: TIME OF FOLLOW UP (HH:MM):	10-04-2012 18:00

Action: CONCERN ADDRESSED

Dealer: 01360 NEW HOLLAND FORD

Comm Type: PHONE

Odometer: 11950 MI Analyst Name: SPALL

Analyst: MSPALL1

(MSPALL1),MARILYN
Action Date: 10/03/2012

Action Time: 12.42.28.700

Action Data: Yes

TEAM

Origin Desc: CUSTOMER CARE SOLUTIONS

Comments IBC FROM CUST; MARSHALL J SMITH 717-669-7316-CUST STATES HE CALLING TO INFORM THAT HE HAS RETAINED AND ATTORNEY AND DID NOT WANT US TO KEEP CALLING HIM-CSM APOLOGIZED FOR ALL THE CONCERNS AND SORRY HE DOES NOT WANT TO WORK WITH US -THE PURPOSE FOR OUR CALLS AT THIS TIME WAS TO CONFIRM VEH WAS REPAIRED AND OFFER COMPENSATION-BUT CSM DOES UNDERSTAND THAT IS HIS RIGHT -CUST THANKED CSM FOR EVERYTHING AND DISCONNECTED THE CALL-CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	32
PARTS ESCALATION USED? (Y/N)	52 N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N N
TECH HOTLINE CONSULTED? (Y/N)	N N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
ESTIMATED REPAIR COST(@WARR RATES) (\$)	
CUSTOMER'S SHARE OF REPAIR COST (\$)	
DEALER'S SHARE OF REPAIR COST-P18 (\$)	
DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Υ

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMHK8D85BG Name:

Year: 2011

Model: EXPLORER WSD: 2011-08-09

Case:

Symptom Desc:

Owner Status: Original

Primary Phone:

Reason Desc: DEALER GENERATED INFORMATION ISSUE Issue Type: 02 INFORMATION

Issue Status: CLOSED

Secondary Phone:

Action: PARTS ORDER STATUS - NATIONAL BACKORDER

Dealer: 01360 NEW HOLLAND FORD

Comm Type: PHONE

Origin Desc: DEALER

Odometer: 8500 MI

Analyst Name: CARL CRON Action Date: 08/28/2012

Analyst: C-CRONE

Action Time: 11.04.29.282 Action Data: No

Comments PART ON BACK ORDER SINCE 8/1/2012 PACO WAS SENT 8/07/12 ALSO FORD REP. INFORMED .

CUSTOMER IN LOANER CAR SINCE 8/1/12.

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMHK8D85BG Name:

Year: 2011

Owner Status: Original

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Issue Status: CLOSED

Model: EXPLORER Case: WSD: 2011-08-09 Primary Phone

Secondary Phone: 1

Origin Desc: CROSS COUNTRY MOTOR CLUB

Issue Type: 01 INQUIRY

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED

Dealer:

Odometer: 008415 MI

Comm Type: MAIL Analyst: SYSTEM

Analyst Name: Action Date: 03/26/2012

Action Time: 22.35.50.178

Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential

Server: AWS Prod

Claims loaded through: 23-OCT-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 24-OCT-12

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

VIN	AWS VL	WERS VL	MKT DER		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
FMHK8D85BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	13- ЛUL- 2011	09- AUG- 2011	116511	USA	6	7M02	2 *	14D212	•	F03	S09	V81	A60
WS Claim Key:		Doc #:	62312	2002	Trx Cod	e:	2	Labor H	rs:	1.3	Labor	Cost:	108.78	Ma	terial	Cost:	0	Total	Cost:	108.78		
lr Cd-Sub Cd:	01360-*	Name:	NEW	HOLLA	ND FORD		Ph:	717-3544	1901	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:12-J	N-201	2	DIST(N	1ile): 57	713
ust Comments:	CUSTO	MER STA	TES T	HE SYN	C SCREEN	N FREEZE	S UP AT	TIMES			Cui											
ech Comments:				CERN FO		11 27 24	FOR SYN	C PROBL	EM. TE	CH REP	ROGRA	MMED SYN	C AND M	Y F	ORD T	OUCH,	REPROGI	RAMM	ED			
FMHK8D85B	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	13- JUL- 2011	09- AUG- 2011	116511	USA	8	1F05	BA8Z	8C607	С	F04	S11	V45	E23
WS Claim Key:		Doc #:	63085	5101	Trx Cod	e:	2	Labor H	rs:	2	Labor (Cost:	167.36	Ma	terial	Cost:	383.57	Total	Cost:	550.93		
dr Cd-Sub Cd:	01360-*	Name:	NEW	HOLLAN	ND FORD		Ph:	717-3544	1901	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:26-M	IAR-20	12	DIST(N	Aile):84	115
ust Comments:	CUSTO	MER STA	TES V	/EHICLE	OVER HE	EATING,C	OOLANT	CAME	UT,TE	MP LIGH	T CAME	EON,& LOW	OIL PRI	ESSU	JRE LI	GHT IS	MAKING	CLUN	KING N	OISE		
ech Comments:	COOLIN	IG FAN T	EST D	DROVE V		/ERIFIED						SYSTEM AS TIME, MT TI										
MHK8D85BG	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	13- JUL- 2011	09- AUG- 2011	116511	USA	12	5V01	*	1102	+	F02	S10	V21	N27
WS Claim Key:		Doc #:	64580	106	Trx Cod	e:	E84	Labor H	rs:	1,2	Labor (Cost:	103.63	Ma	terial (Cost:	0	Total	Cost:	103.63		
lr Cd-Sub Cd:	01360-*	Name:	NEW	HOLLAN	ND FORD		Ph:	717-3544	901	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:31-JU	JL-201	2	DIST(N	Mile): 12	2954
ust Comments:	CUSTO	MER STA	TES T	HERE IS	A VIBRA	TION WE	IEN BRAI	KING			- U											

IFMHK8D85BC	J 2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	JUL- 2011	AUG- 2011	116511	USA	12	*	*	•	•	F09	SXX	V00	•
AWS Claim Key:		Doc #:	64580	0105	Trx Cod	le:	12B36	Labor I	Irs:	.4	Labor	Cost:	34.54	Mat	erial C	ost:	0	Tota	Cost:	34.54		
Olr Cd-Sub Cd:	01360-*	Name:	NEW	HOLLA	ND FORD		Ph:	717-354		St: PA	Ctry Cd:	USA	Reg Cd		NA		Date:31-J			,	Mile):12	954
EMHK8D85BC	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	13- JUL- 2011	09- AUG- 2011	116511	USA						F05			C50
AWS Claim Key:		Doc#:	64580	0101	Trx Cod	le;	E84	Labor I	Irs;	3.1	Labor	Cost:	267.72	Mat	erial C	ost:	1046.86	Tota	Cost:	1314.58	В	
Olr Cd-Sub Cd:	01360-*	Name:	NEW	HOLLA	ND FORD)	Ph:	717-354	4901	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:31-J	UL-201:	2	DIST(N	Mile):12	954
Cust Comments:					RIVING T	HE TRAC	KTION C	ONTROL	LIGHT	CAME	ON AND	THE STEE	RING WHE	N TI	GHT.	CUSTO	MER TU	RNED	OFF TH	E IGNTI	ON	
				ENT OUT. EERING A	AND DIA	GNOSISE	D FOUNT	CODES	C200D (C1B00 PI	ROBLEN	I WAS WIT	H IN THE I	ELEC	TRON	IIC STI	ERING R	ACK P	ERFOR	M FPAS		
Tech Comments:												ACK AND I										
FMHK8D85BC	J2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	13- JUL- 201 I	09- AUG- 2011	116511	USA	12	6Y20		RENTAI	. •	F09	SXX	V99	A99
AWS Claim Key:		Doc #:	64580	0102	Trx Cod	le:	PI 1	Labor I	Irs:	0	Labor	Cost:	0	Mat	erial C	ost:	0	Total	Cost:	1026		
Olr Cd-Sub Cd:	01360-*	Name:	NEW	HOLLA	ND FORD	•	Ph;	717-354	4901	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:31-J	JL-201	2	DIST(N	Mile);129	954
Cust Comments:	EXTENI	DED LO	ANER	CAR REQ	UIRED D	UE TO B	ACKORD	ERED PA	RTS													
Tech Comments:	36 DAY	SLOAN	ER AS	PER P11	CUSTOM	ER SERV	ICE REP	AUTH M	116D		CANTON DINES	uang da again again again again again	er er en	er wante	Consession of the Consession o	***********						
1FMHK8D85B	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	13- JUL- 2011	09- AUG- 2011	116511	USA	14	7X01	BB5Z	9661710	Α	F07	S08	V03	S15
AWS Claim Key:		Doc#:	65254	4401	Trx Cod	le:	E83	Labor I	irs:	1.9	Labor	Cost:	164.08	Mate	erial C	ost:	496.24	Total	Cost:	660.32		
Dir Cd-Sub Cd:	01360-*	Name:	NEW	HOLLA	ND FORD	+	Ph:	717-354	4901	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:26-S	EP-2012	2	DIST(N	Mile):14	174
Cust Comments: Fech Comments:						G PARTS 51 REPLA			NT SEAT	TRACK												
IFMHK8D85B	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	13- JUL- 2011	09- AUG- 2011	116511	USA	14	6Y20	*	TAPI	*	F09	SXX	V99	A99
AWS Claim Key:		Doc#:	65254	4402	Trx Cod	le:	TAP1	Labor I	irs:	0	Labor	Cost:	0	Mate	erial C	ost:	0	Total	Cost:	57		
Dir Cd-Sub Cd:	01360-*	Name:	NEW	HOLLA	ND FORD)	Ph:	717-354	4901	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:26-S	EP-2012	2	DIST(N	1ile): 141	174

Rpt. Analysis Home

Report Mgmt Primary

Report Mamt Query

Report Mamt

Indicator Summary

Help Exit

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Save

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Add Comments

Previous

Next

Mail Report

Download Options

Report Detail Section: View Details

Attachments: 0

Report#:

CHABQ004 NHL

Received:

08/01/2012

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2011, EXPLORER 4X4 (U502) .XLT .4 DOOR ,MPV ,1FMHK8D85BG

Build Date: 07/13/2011

Odometer:

12,954 M

Engine:

3.5L CYCLO

 $\textbf{Calibration:} \ _{\text{BUB1ST0A}}$

Transmission:

6F55

Axle:

A/C:

YES

Dealer:

USA 01360 New Holland Ford

Phone#:

(717) 354-4901

City:

New Holland

State:

Pennsylvania Country:

USA

Originator: Symptom:

RYAN KENNEDY

Status:

6 62 4 39 SP/ST/RD,STEER/STER WHL,PERFORMANCE,INTERMITTENT

VFG:

V87 STEERING

Additional Symptom:

LOSS OF STEERING ASSIST

Fix:

Causal Component:

Condition Code:

Hotliner: CBROW497

Phone: 313 317-9349

Regn Cd: N3 Philadelphia

Engineering:

Phone:

TAR:

Dir Contact: RYAN KENNEDY

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC: C200D:49 C1B00:86

KOER:

Comments:

REPAIR

08/01/2012 09:08AM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN: VEHICLE LOST POWER STEERING TWICE NOW AND THE

T/C LIGHT CAME ON. DIAGNOSTICS: CHECKED OASIS AND RETRIEVED CODES PARTS REPLACED: NONE TECH QUESTION: FOLLOWING THE

DIAGNOSTICS FOR C200D, IT SIMPLE STATES TO REPLACE THE STEERING GEAR.

IS THIS THE FINAL FIX OR ARE THERE ANY TEST THAT I SHOULD PERFORM

BEFORE JUST REPLACING IT?

RECOMM 08/01/2012 09:08AM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE

RYAN, THANK YOU FOR THE INFORMATION PROVIDED. WE HAVE SEEN REPORTS IN WHICH STEERING GEAR REPLACEMENT HAS RESOLVED SIMILAR CONCERNS ON

THIS VEHICLE. NO FURTHER DIAGNOSIS IS NEEDED, AND STEERING GEAR

REPLACEMENT IS RECOMMENDED. REFER TO

HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SS

M.ASP?SSM=22383 TARGET='_BLANK'>SSM 22383 AS NECESSARY. SSM

22383 THE WORKSHOP MANUAL SECTION 211-00A HAS BEEN UPDATED WITH

REVISED DIAGNOSIS FOR POWER STEERING CONTROL MODULE DTCS U2011:49 AND

C200D ISM 11-08-019 LOSS OF POWER STEERING ASSIST WITH C200D IN PSCM

Folder Number:

File Report To This Folder

File Report To A Folder | Exists in Folder(s)

Download Options

Add Comments

Previous

Next

Save

Mail Report

Requester: DALBANIC

Report Summary

Server: ECCWS686

Ford Proprietary, Private

24-Oct-2012

Retention: None



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION ARBITRATION DOCKET

and	ARBITRATION DOCKET	
FLAINTIFFS	NO	
	VS.	
	HEARING DATE:	
FORD MOTOR COMPANY	Court Room 2	_
DEFENDANT	City-County Building	
	7th Floor	
	9:00 A.M.	

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE,

The Allegheny County Bar Association 11th Floor Koppers Bldg. 436 Seventh Ave, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on ,20____, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20)

DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE

ENTERED AGAINST YOU BEFORE THE HEARING.

IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON

APPEAL FROM A DECISION ENTERED BY A JUDGE.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA CIVIL DIVISION

Plaintiffs,
No.:
VS.
FORD MOTOR COMPANY,

Defendant.

COMPLAINT

- Plaintiffs, Austin Stewart and Patricia W. Stewart, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 839 Cherokee Street, Pittsburgh, PA 15219.
- 2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about April 27, 2011, Plaintiffs purchased a new 2011 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMHK7B84BC

- 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 <u>excluding</u> other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$46,273.28. 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 warranty period, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective steering. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I PENNSYLVANIA AUTOMOBILE LEMON LAW

- 11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
 - 12. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.
 - 13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.
- 14. Day Ford, Monroeville, PA is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.
- 15. On or about April 27, 2011, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.
- 16. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.
 - 17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

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

- 18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:
 - (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or

- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.
- 19. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.
- 20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.
- 21. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.
- 22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.
- 23. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.
- 24. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.
- 25. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.
- 26. Plaintiff have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

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

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

COUNT II MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

- 28. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
- 29. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.
- 30. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).
 - 31. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).
- 32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
 - 33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
- 34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

- 35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.
- 36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
- 37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

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

- 38. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
- 39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.
- 40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

- 41. Plaintiffs aver that Defendant's warranty was not provided to Plaintiffs 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 Plaintiff to first resort to a Dispute Resolution Program before filing suit.
- 44. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

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

COUNT III PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

- 45. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
 - 46. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).
 - 47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).
- 48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

- 49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.
- 50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:
 - (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
 - (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
 - (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
 - (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
 - (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.
- 51. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.
- 52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.
- 53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."
- 54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

3y:-/

Robert A. Rapkin/Esquire

Attorney for Plaintiffs

30 East Butler Vike

Ambler, PA 1 002

(215) 540-8888

VERIFICATION

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiffs, 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.

RØBERT A. RAPKIN, ESQUIRE

Attorney for Plaintiffs

mvoi

Tag #: T084

Customer #



3696 William Penn Highway Monroeville, PA 15146 (412) 856-0600 (412) 242-9900 FAX (412) 856-8728

PITTSBURGH, PA

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Service Department Hours

Monday - Thursday 8:00 a.m. to 8:00 p.m. Friday 8:00 a.m. to 5:00 p.m. Saturday 9:00 a.m. to 5:00 p.m.

No Appointment Necessary



Then receive by e-mail:



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Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or eny other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle described on attreets, highwars or elsewhere for the purpose of testing and/or happecion. An express mechanic's lien is hereby acknowledged on the above vahicle to secure the amount of repair thereto.

*The factory warranty constitutes all of the warrantes with respect to the sale of this item/items. The sales hereby expressly disclaims all warrantes either express or implied, including any implied warranty of merchantability or finess for a particular purpose, and the sales not assume for it any liability in connection with the sale of the this item litems.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or strictes left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees partnission 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

STATEMENT OF DISCLAIMER
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PITTSBURGH, PA CONT:N/A

CELL

Tag #: T084

Customer #:

Service

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DAY FORD

3696 William Penn Highway Monroeville, PA 15146 (412) 856-0600 (412) 242-9900 FAX (412) 856-8728

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Service Department Hours

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Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle discorbed on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic, it lens is hereby acknowledged on the above vehicle to sectors the amount of repair thereto.

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

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herain 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

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Tag #: T662

Advisor: 2515 SHAWN PATTERSON

Customer Service

3696 William Penn Highway Monroeville, PA 15146 (412) 856-0600 (412) 242-9900 FAX (412) 856-8728

PITTSBURGH, PA

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Service Department Hours

HOME:

Monday - Thursday 8:00 a.m. to 8:00 p.m. Friday 8:00 a.m. to 5:00 p.m. Saturday 9:00 a.m. to 5:00 p.m.

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Recall Notices

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Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby great you and/or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or hispection. An express mechanic's lien is hereby activowledged on the above vehicle to secure the amount of rapak thereto.

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I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you end/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 nectionic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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Tag # T662

Customer

Service

LIST

3696 William Penn Highway Monroeville, PA 15146 (412) 856-0600 (412) 242-9900 FAX (412) 856-8728

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CONT

Service Department Hours

PITTSBURGH, PA

HOME

Monday - Thursday 8:00 a.m. to 8:00 p.m. Friday 8:00 a.m. to 5:00 p.m. Saturday 9:00 a.m. to 5:00 p.m.

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Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grain you motifor your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or hispection. An apressamethantic is lens is hereby acknowledged on the above vehicle to secure the amount of repair thereto.

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

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Tag #: T266

Customer #



LIST

3696 William Penn Highway Monroeville, PA 15146 (412) 856-0600 (412) 242-9900 FAX (412) 856-8728

NET

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Service

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HOME: FMAII .

PITTSBURGH, PA

CELL:

Advisor: 2515 SHAWN PATT	

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Service Department Hours

Monday - Thursday 8:00 a.m. to 8:00 p.m. Friday 8:00 a.m. to 5:00 p.m. Saturday 9:00 a.m. to 5:00 p.m.

No Appointment Necessary



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CLAIM TYPE:

C FREE MULTI-POINT INSPECTION CONTROL OF THE POINT INSPECTION 9879 ISP

Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, that or any other cause beyond nor control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle described on storests, highways or elsewhere for the purpose of lesting end/or inspection. An express mechanic is lien is hereby exknowledged on the above vehicle to secure the amount of repair thereto.

"The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The relatively warrancy constitutes an or the warrantess with respect to the sale of this item/items. The sale of the sale hereby expressly disclaims all warranties either express or implied, inclining any implied warranty of merchantability or fitness for a particular purpose, and the sale or helder essumes nor authorizes any other person to assume for it any liability in connection with the sale of the this item/items.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described or 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.

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

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	LABOR AMOUNT	
n	PARTS AMOUNT	
Ĕ	GAS, OIL, LUBE	
č	SUBLET AMOUNT	3
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-0Z	SALES TAX	
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Invoice #

Tag #: T266

Customer #:

3696 William Penn Highway Monroeville, PA 15146 (412) 856-0600 (412) 242-9900 FAX (412) 856-8728

Service

EMAIL:					Advisor: 251	5 SHAWN PA	TTERSON	Transfer of the second of the	
COLOR	YEAR	M	AKE/MODEL		VIN		LICENSE	MILEAGE IN	MILEAGE OUT
WHITE	11	FORE	EXPLORER	1FN	/HK7B84B0			11526	11532
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Service Department Hours

CONT:N/A

CELL:

PITTSBURGH, PA

HOME

Monday - Thursday 8:00 a.m. to 8:00 p.m. Friday 8:00 a.m. to 5:00 p.m. Saturday 9:00 a.m. to 5:00 p.m.

No Appointment Necessary



Then receive by e-mail:

Exclusive Service & Parts • Discounts

Warranty Updates

Recall Notices

New/Used Vehicle Specials

See Cashier for details

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL GBATT BATTERY CHECKED AND OK AT THIS TIME (N/C)YTIRE FRONT TIRES MAY REQUIRE FURTURE ATTENTION. (N/C)MISC INSPECTIONS DUE 4/31. 9879 ISP (N/C) RENTAL VEHICLE RENTAL RENTAL VEHICLE 9999 W94 (N/C) FC: A99 82
PART#: RENTAL
COUNT:
CLAIM TYPE:
AUTH CODE: SUBL ENTERPRISE RENTAL W94 (N/C

Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repair thereto.

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

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vahicle or articles left in vehicle in case of tire, thet, or any other cause beyond your control of for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees parmission 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 STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. neither authorizes any other person to assume for it any liability in connection with the sale of this

LABOR AMOUNT		0.00
D PARTS AMOUNT		0.00
GAS, OIL, LUBE		0.00
SUBLET AMOUNT		0.00
GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES	Ĭ	0.00
TOTAL CHARGES		0.00
ADJUSTMENTS	S	0.00
ADJUSTMENTS O SALES TAX		0.00
PLEASE PAY THIS AMOUNT	PE12-017-2 00	0.00

Invoice #

Tag #: T769

Customer

3696 William Penn Highway Manroeville, PA 15146 (412) 856-0600 (412) 242-9900 FAX (412) 856-8728

0.00

Service

Advisor ARES CUDISTODUED UAAS

EWAIL.					Advisor: 4007 CHAISTOPHEN HAAS					
COLOR	YEAR	M		VIN			MILEAGE IN 13160	MILEAGE OUT		
WHITE	11	FORD EXPLORER		1FMHK7B84BG						
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY	
27APR11			WAIT 03AUG12		0.00	CASH	03AUG12	09:11 03AUG12	12:33 03AUG12	

Service Department Hours

CONT:N/A

CELL:

PITTSBURGH, PA

HOME

ENAAH.

Monday - Thursday 8:00 a.m. to 8:00 p.m. Friday 8:00 a.m. to 5:00 p.m. Saturday 9:00 a.m. to 5:00 p.m.

No Appointment Necessary

Join Our e-V.I.P.

Then receive by e-mail:

Exclusive Service & Parts Discounts

Warranty Updates

Recall Notices

New/Used Vehicle Specials

See Cashier for details

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL A CUSTOMER STATES THAT THE GRINDING NOISE WHEN TURNING HAS RETURNED HAPPEND 3 TIMES SINCE 7/13/12)
MISC PARTS ON ORDER
395 CP 0.00 NOISE VERY INTERMITTANT, CHECKED ALL SUSPENSION FRAME BOLTS FOR PROPER TORQUE, CHECKED BODY BUMPER COVER BOLTS, K BOLTS ON TOP LOOSE PROPER TORQUE, CHECKED BODY BUMPER COVER BOLTS ,,,TIGHTENED- DID NOT CAUSE PROBLEM, LOCATED CRUNCH SOUND TO LEFT FROM ,,,,STRUT AREA, ATTEMPTED TO LUBE WITH SILICONE, NOT SUCCESSFUL, ORDERED ,,,,STRUT & BEARINGS & NECESSARY HARDWARE LEFT FRONT

Not Responsible for Loss or Demage to Vehicle or Articles left in vehicle in case of tire, theft or any other cause beyond our control. I haveby authorize the above repair work to be done along with the necessary material, and hereby grent you and/or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express

"The factory warranty consultures all of the warranties with respect to the sale of this nent/items. The soller heroby expressly disclaims all warranties either express or implied, including any implied warranty of melchantability or litness for a particular purpose, and the sellor neither assumes no

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

hereby authorize the repair work hereinalter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described or 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

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this Itemlitems. The Soner hereby expressly disciains all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes authorizes any other person to assume for it any liability in connection with the sale of this item/items.

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	PLEASE PAY PE	12-017	2 000356LC 0.00

Rpt. Analysis Home

Report Mgmt Primary

Report Mamt Ouery

Report Mamt

Indicator Summary

Help Exit

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

Save

Mail Report

Download Options

Received:

Report Detail Section: View Details

Attachments: 0

Report#:

05/14/2012

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2011, EXPLORER 4X2 (U502) , BASE , 4 DOOR ,MPV ,1FMHK7B84BG

Build Date: 03/28/2011

Odometer:

11,526 M

Engine:

3.5L CYCLO

Calibration: BUB1ST0A

Transmission:

6F55

Axle:

Next

A/C:

YES

USA

Dealer:

USA 07410 Day Ford

Phone#:

(412) 242-9900

City:

Monroeville

State:

Pennsylvania Country:

Originator:

ED STOVER

Symptom:

6 62 4 28 SP/ST/RD, STEER/STER WHL, PERFORMANCE, EXCESS EFFORT

Status:

VFG:

V87 STEERING

Additional

LOSS OF ASSIST C200D

Symptom: Fix: Y

Causal Component:

STEERING RACK -- RPL

Condition Code:

Hotliner: JBOALES

Phone: 000 317-9341

Regn Cd: G4 Pittsburgh

Engineering:

Phone:

TAR:

Dir Contact: ED STOVER

Phone: 412 856-0600

Title Cde: T

KOEO: C200D C1B00:86

KOEC: KOER:

Comments:

REPAIR

05/14/2012 11:45AM JEFFREY BOALES MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: INTERMITTENT LOSS OF POWER STERRING. DIAGNOSTICS: NETWORK TEST. CHECK FOR CODES IN EACH MODUAL INDIVIDUALLY.CHECK SOFTWARE LEVEL OF SCCM, PARTS REPLACED: NONE. TECH QUESTION: THE SCCM HAD A CLEARED CODE OF C200D.THE STORED CODE OF C100-86 WAS STORED IN THE ABS AND INDIVIDUALL DYNAMICS. THE PIDS IN THE ABS FOR STERRING WHEEL SENSOR READ. SW_ANG_DIR SHOW RIGHT . SW_ANG_SENS CORRECT . SW_ANGLE_ - 780.00 , SW_ANGLE_ABS 1600.50. IT APPEARS IM NOT CLEAR ON THE PINPOINT TEST ABOUT CHECKING THE SW SENSOR. IT WOULD SEEM THE SW SENSOR IS READING THE STERRING WHEEL IS TURNING TO THE RIGHT WHEN IN FACT THE STERRING WHEEL IS STRAIGHT AHEAD. ALSO THE OWNER IS COMMENTING ON HEARING A TYPE OF GROWLING NOISE WHEN TURNING THE WHEEL BACK AND FORTH, AS WE SPEAK THE STERRING IS PERFORMING NORMAL AND NO GROWLING NOISE IS PRESENT. HAVE THERE BEEN CONCERNS WITH THE SW SENSOR/CLOCKSPRING? ANY INPUT WOULD BE WELCOME .THANK YOU FOR YOUR TIME.

RECOMM 05/14/2012 11:45AM JEFFREY BOALES MSS - FCSD - TECH SVC HOTLINE ED, PLEASE VERIFY WHERE THE C200D STORED, AS IT SHOULD ONLY STORE IN THE PSCM. THIS CODE INDICATES A MOTOR ROTATION ANGLE SENSOR FAILURE. THIS SENSOR IS INTERNAL TO THE EPAS STEERING GEAR. IF THE C200D IS VERIFIED TO ORIGINALLY BE STORED IN THE PSCM, REPLACE THE EPAS STEERING GEAR AT THIS TIME. ONCE REPLACED, RE-EVALUATE THE CONCERN. ISM 11-08-019 LOSS OF POWER STEERING ASSIST WITH C200D IN PSCM

REPAIR 05/14/2012 12:18PM MATTHEW BERELS MSS - FCSD - TECH SVC HOTLINE

YES, THAT IS CORRECT THE CODE C200D IS ORIGINALLY STORED IN THE PSCM.WOULD THIS ACCOUNT FOR THE READINGS FROM THE STERRING WHEEL ANGLE SENSOR AS READ FROM THE ABS MODUAL?

RECOMM 05/14/2012 12:18PM MATTHEW BERELS MSS - FCSD - TECH SVC HOTLINE ED, THANK YOU FOR THIS UPDATED INFORMATION. WHEN MONITORING THE STEERING WHEEL ANGLE SENSOR PID, ALWAYS MONITOR IT IN ITS ORIGINATION MODULE, THE PSCM. THE STEERING WHEEL ANGLE PID IN THE SCCM AND ABS MODULE WILL NOT READ CORRECTLY. THIS IS NORMAL, AS THE STEERING WHEEL ANGLE SENSOR IS INTERNAL TO THE EPAS STEERING GEAR. THE SCCM IS ONLY EQUIPPED WITH A STEERING WHEEL ANGLE SENSOR WHEN THE VHEICLE IS EQUIPPED WITH ACTIVE PARK, WHICH THIS VEHICLE IS NOT. IT IS ALSO NORMAL FOR THE STEERING WHEEL ANGLE PID TO NOT READ ZERO WITH THE STEERING WHEEL STRAIGHT AHEAD, AS THE STRAIGHT AHEAD STEERING POSITION IS RE-CALCULATED ON EACH KEY CYCLE. GIVEN THAT DTC C200D IS SET IN THE PSCM, IT IS RECOMMENDED THAT YOU REPLACE THE EPAS STEERING GEAR AS NEEDED AND REVALUATE THIS CONCERN. THE HOTLINE HAS SEEN SIMILAR CASES OF THIS DTC SETTING AND LOSS OF STEERING ASSIST CAUSED BY A FAULTY EPAS STEERING GEAR. ISM 11-08-019 LOSS OF POWER STEERING ASSIST WITH C200D IN PSCM

REPAIR 06/02/2012 03:16PM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE REPLACED STERRING GEAR, PROBLEM SOLVED. SURVEY FILLED OUT.

RECOMM 06/02/2012 03:16PM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE ED, YOU ARE WELCOME AND THANK YOU FOR THE SURVEY.

ADD-ON 07/18/2012 02:15PM WDEAN27 REPLACE POWER STERRING RACK.

Download Options

Folder Number:

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Mail Report

Requester: DWASHI49

Report Summary

Server: ECCWS686

Ford Proprietary, Private

23-Aug-2012

Retention: None

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mamt

Indicator Summary

Help Exit

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Save

Folder Number:

File Report To This Folder

File Report To A Folder | Exists in Folder(s)

Add Comments

Previous

Next

Mail Report

Download Options

Report Detail Section: View Details

Attachments: 0

Report#:

Received:

08/03/2012

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

Odometer:

4, BASE ,4 (U502) ,BASE ,4 DOOR, MPV, 1FMHK7B84BG

Build Date: 03/28/2011

13,160 M

Engine:

3.5L CYCLO

Calibration: BUB1ST0A

Transmission:

6F55

Axle:

A/C:

YES

Dealer:

USA 07410 Day Ford

Phone#:

(412) 242-9900

City:

Monroeville

State:

Pennsylvania Country:

USA

Originator:

ED STOVER

Symptom:

6 68 3 39 SP/ST/RD, NOISE, FRONT, INTERMITTENT

Status:

VFG:

V86 SUSPENSION & FRAME

Additional Symptom:

GRIND/RUB TYPE NOISE IN FRONT

Fix:

Causal Component:

Condition Code:

Hotliner: JWIBERG5

Phone: 313 317-6313

Regn Cd: G4 Pittsburgh

Engineering:

Phone:

TAR:

Dir Contact: ED STOVER

Phone: 412 856-0600

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR

08/03/2012 12:00PM JAMES WIBERG MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: GRINDING RUBBING NOISE HEARD FROM FRONT OF VEHICLE WHEN TURNING LEFT. ONLY HAPPENS WHEN GOING VERY SLOW. DIAGNOSTICS: ROAD TESTED , VISUAL INSPECTION . PARTS REPLACED: NONE, TECH OUESTION: ON THE ROAD TEST COULD NOT DUPLICATE CONCERN.THE OWNER HEARS IT AT TIMES.READ TSB # 11-9-12 CONCERNING FRONT BUMPER, AFTER DISCUSSING THIS CONCERN WITH OWNER HE IS TELLING ME HAS ONLY HAPPENED TURNING LEFT SUCH AS BACKING OUT HIS DRIVE WAY OR BACKING OUT OF PARKING SPOTS.HE IS SAYING THE NOISE IS REALLLY AUDIBLE, I HAVE CHECKED THE FRONT BUMPER COVER AND IN MOVING IT THERE IS A SOAUKING SOUND FROM IT, NOT VERY LOUD .HE IS TRYING TO DESCRIBE THIS NOISE AND IT ALMOST SOUNDS LIKE IT IS A RUBBER ON METAL TYPE OF NOISE.THIS PROBLEM STARTED WHEN THE VEHICLE HAD 4000 MILES ON IT. IT ONLY APPEARS TO HAPPEN WHEN THE WEATHER IS DRY. ANY INPUT WOULD BE WELCOME.

RECOMM 08/03/2012 12:00PM JAMES WIBERG MSS - FCSD - TECH SVC HOTLINE ED, THE HOTLINE IS NOT AWARE OF ANY TRENDS REGARDING THE CONDITION THAT YOU ARE DESCRIBING. IF THE NOISE WAS ORIGINALLY IN THE STEERING GEAR AND THAT STEERING GEAR WAS RECENTLY REPLACED, THE NOISE BEING HEARD NOW COULD BE CAUSED BY THE REPLACEMENT GEAR NOT BEING PROPERLY CENTERED PRIOR TO INSTALLATION ON THE VEHICLE, WHICH IS ALLOWING THE INNER EDGE OF THE TIRE TO CONTACT THE FRAME ON TURNS OR THE REPLACEMENT RACK COULD BE DEFECTIVE. SUGGEST THAT YOU CLOSELY INSPECT THE FRONT TIRES AND FRAME FOR ANY SIGNS OF COMING IN CONTACT WITH ONE ANOTHER AS WELL AS CHECK THE INSTALLATION OF THE STEERING GEAR FOR INCORRECT INSTALLATION (IDENTIFIED BY THE SIDE TO SIDE THREAD COUNT DIFFERENCE ON THE INNER TIE RODS- IF THERE IS A LARGE

DIFFERENCE, THIS INDICATES THE STEERING GEAR WAS NOT CENTERED PROPERLY PRIOR TO INSTALLATION). IF ANY ISSUES ARE DISCOVERED, CORRECT AS NEEDED AND RETEST. IF THE CONCERN IS STILL PRESENT/ NO ISSUE IS IDENTIFIED, RECOMMEND THAT YOU CONTINUE TO USE CHASSIS EARS PLACED IN THE AREA OF THE SUSPECTED ORIGIN OF THE NOISE TO AID IN IDENTIFICATION OF THE SOURCE.

REPAIR 08/06/2012 08:14AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE
LOCATED O CRUNCHING TYPE NOISE FROM LEFT FRONT STRUT BEARING
ASSEMBLY.CONCERN WAS ONLY THERE WHEN THE STERRING WHEEL WAS TURNED TO
THE LEFT.ADVISED OWNER WE HAD TO START BY REPLACING THE LEFT STRUT
BEARING ASSEMBLY.

RECOMM 08/06/2012 08:14AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE

ED, THANK YOU FOR THE UPDATE. IF FURTHER ASSISTANCE IS REQUIRED,

PLEASE UPDATE THE ONLINE FORM. IF THE VEHICLE IS REPAIRED REPLACEMENT

OF THE STRUT BEARING, PLEASE TAKE A FEW MOMMENTS TO COMPLETE THE

ONLINE SURVEY.

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder

File Report To A Folder

Exists in Folder(s)

Add Comments Previous Next Save Mail Report

Requester: DWASHI49

equester: DWASIN43

Server: ECCWS686

Report Summary

Ford Proprietary, Private

23-Aug-2012

Retention: None

Server: AWS Prod

Claims loaded through: 22-AUG-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 23-AUG-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	wcc	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CC	С
IFMHK7B84BG		T/UB	F	T/WD	T/EF	T/A	AD	T/CG	T/KX	28- MAR- 2011	27- APR- 2011	144004	USA	12	5001	•	3504	٠	F02	S10	V87	H22	42
AWS Claim Key:		Doc #:	25056	6 A	Trx Cod	e;	1	Labor H	Irs:	.6	Labor (Cost:	51.46	Ma	terial	Cost;	0	Total	Cost:	51.46			
Dir Cd-Sub Cd:	07410-*	Name:	DAY	FORD			Ph:	412-2429	9900	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date: 16-A	PR-201	2	DIST(N	file):10	0878	
Cust Comments:	TOW IN	CLIENT	STAT	ES NO P	OWER ST	EERING V	WHEN TH	TE TOW 1	RUCK	CAME T		ER STEERIN	NG STAR	TED	WOR	KING A	GAIN, CL	IENT S	TILL I	AD TOV	VED		
Tech Comments:	SELF TE V EHICL	ST EPA	S CODE	E C200D	PERFORM	A PINPOI	NT TESTS	S B 1 2 A	ND 3 PE	RFORM	PARKIN	G LOT MAN	EUVERS	AN	D RET	EST VE	EHICLE CL	EAR C	ODE A	AND REL	EASE		
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Dir Cd-Sub Cd:	07410-*	Name:	DAYE	ORD			Ph:	412-2429	900	St: PA	Ctry Cd:	USA	Reg Cd	:	NA	Repr l	Date: 16-Al	PR-2012	2	DIST(M	(ile):10	878	
Cust Comments: Tech Comments:					AN STRA		PCM AS F	PER R EC	ALL														
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2011 2011 AWS Claim Kev: Doc #: 251435A Trx Code: E84 Labor Hrs: .2 Labor Cost: 17.15 Material Cost: 0 Total Cost: 17.15 Dir Cd-Sub Cd: 07410-* Name: DAY FORD 412-2429900 USA Reg Cd: NA Repr Date: 14-MAY-2012 CLIENT STATES INTERMITANTLY THE STEERING IS NOISY SOUNDS LIKE IT IS COMING FROM THE STEERING COLUMN ON THE ENGINE SIDE OF THE FIRE Cust Comments: WALL Tech Comments: INSPECT FOR NOISE FOUND UPPER STRUT BUSHINGS DRY L UBRICATE BUSHINGS AND RETEST OPERATION OK 28-27-TEMHK7B84B T/UB F09 SXX V99 A99 82 T/WD T/EF T/A AD T/CG T/KX MAR-APR-144004 USA 13 6Y20 * RENTAL * 2011 2011 AWS Claim Key: Doc #: 251435D P18 Total Cost: 160 Trx Code: Labor Hrs: 0 Labor Cost: Material Cost: 0 Ctry Dir Cd-Sub Cd: 07410- Name: DAY FORD 412-2429900 USA DIST(Mile):11526 Ph: St: PA NA Repr Date: 14-MAY-2012 Cd: RENTAL VEHICLE Cust Comments: Tech Comments: CUDL CASE 1814241082 RENTAQL COVERAGE 5 DAYS WHI LE WAITING FOR PART TEMHK7B84BC V87 H22 42 T/UB T/WD T/EF T/A AD T/CG T/KX MAR-APR-144004 13 5001 BB5Z 3504 HE F02 S10 2011 2011 AWS Claim Key: Doc #: 251435B Trx Code: Total Cost: 1226.94 E84 Labor Hrs: 2.1 Labor Cost: 180.08 Material Cost: 1046.86 Dlr Cd-Sub Cd: 07410-* Name: DAY FORD 412-2429900 Repr Date: 14-MAY-2012 DIST(Mile):11526 Reg Cd: Cust Comments: CLIENT STATES INTERMITANTLY THE STEERING WILL HAVE NO POWER ASSIST HAPPENED LAST ON S ATURDAY. TEST EPAS CODE C200D PERFORM PINPOINT TEST FOUND SW ANGLE SENSOR FAILURE INTERNAL TO EPAS REMOVE AND REPLACE STEERING GEAR AND Tech Comments: RECONFIGURE CLEAR C ODE ROADTEST NECC TO RESET CLEARVISION FOR STEERING WHEEL RESET TOE IN AND CLEARVISION ROADTEST OK 28-27-V39 N57 42 TEMHK7B84B0 T/UB T/KX MAR-APR-17 5G01 8G1Z 5414 F05 S05 F T/WD T/EF T/A AD T/CG 144004 USA 2011 2011 Doc #: 254470A AWS Claim Key: Trx Code: E84 Labor Hrs: Labor Cost: Material Cost: 50.22 Total Cost: 121.01 70,79 Ctry Dir Cd-Sub Cd: 07410-* Name: DAY FORD Ph: 412-2429900 St: PA USA NA Repr Date: 22-AUG-2012 DIST(Mile):13667 Reg Cd: Cd: Cust Comments: CLIENT STATES THERE IS A GRINDING NOISE WHEN TURNING SOP IN VERIFIED CONCERN, NOISE IN LEFT FRONT, LIFTED CAR, REMOVED TIRE, SWAYBAR, STRUT ASY, REMOVED OUTER TIEROD FROM KNUCKLE, REMOVED Tech Comments: STRUR FROM BODY. REPLACED UPPER STRUT PLAT AND MOUNT. REPLACED LOWER COIL SPRING INSULATOR. REASSEMBLE STRUT. REPLACED ALL REMOVED PARTS, TEST DROVE, COULD NOT HEAR THE NOISE.

Any comments? You can contact



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BEGINNING OF CONTACT

11/30/2012 VOICE OF THE CUSTOMER TRACKING SYSTEM 07.55.10

OGC ISSUE CASE NBR: 642141361. REGION: N1 NEW YORK ZONE: OPENED: 2012/11/29 VIN: 1FMHK8D80BG ENGINE: 8 VEH TYPE: Т CLOSED: 2012/11/29 _____ =-=-=---

LAST NAME: STATUS: CLOSED

TITLE: FIRST NAME: MI:

ADDRESS: STATEN ISLAND CITY STATE: NY ZIP:

HOME PHONE:

MODEL YEAR: 2011 MODEL: **EXPLORER**

MILEAGE: 19000

DEALER NAME: ISLAND FORD, INC. SALES CODE: F13301 P & A: 03650 REASON CODE: 0772 LEGAL - ACCIDENT 303100 STRG/HANDLING FUNCTION

ORIGIN: CRCBCP -TIER ONE - MELBOURNE COMMUNICATION: PHONE

TIER ONE CLOSE ISSUE ANALYST: TYATES29 YATES (TYATES29),TRACY ACTION: T1120

DOCUMENT:

DATE: 2012/11/29 TIME: 19.39.02: ACTION DATA/COMMENTS:

SYMPTOMS:

-CUST SAYS: WAS JUST IN AN ACCIDENT BECAUSE THE STEERING WHEEL LOCKED AND HE HIT A TELEPHONE POLE-CUST WAS CALLING FROM THE AMBULANCE THE ACCIDENT HAD JUST HAPPENED-1. DATE OF THE ACCIDENT 11/29/122. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT- STEERING WHEEL LOCKED WHILE DRIVING3. IF THERE WERE ANY INJURIES SUSTAINED-HE WAS IN THE AMBULANCE ON THE WAY TO THE HOSPITAL EXTENT OF INJURIES YET TO BE DETERMINED4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED - WEST SHORE HWY, STATEN ISLANDS WHETHER OR NOT THERE WAS A POLICE REPORT FILED-YES6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE - UNKNOWN AT THIS POINT7. THE POLICE RÉPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED - STATEN ISLAND PRECINT 1128. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY, NOT YET9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. UNKNOWN11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). 12. WHAT THE CUSTOMER IS SEEKING - WANT TO KNOW WHO IS GOING TO BE HELD RESPONSIBLE FOR THE ACCIDENT-DEALR: DANA FORD LINCOLN266 WEST SERVICE ROADSTATEN ISLAND, NY 10314(718) 983-8700 -CRC ADVSD: 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.

FORD MOTOR COMPANY CLAIMS USET NOV 30 2012 OFFICE OF THE GENERAL COUNSEL

To Mr. Steven Bardell

on November 29th 2012 I was unfortunately Hello my name is involved in a car accident with the 2011 Ford Explorer. I Brought this vehicle into the dealership on October 25th 2012 and told them that the steering wheel locked up during drive, the dealership told me that they found the problem but they were not able to fix it because the part was on national back order and I told them that the car was not safe to drive in they continued to tell me that it was ok to drive in. I then took the car home that day and from that day on till the point of the accident the steering wheel kept locking and I kept calling the dealership every time it locked and they would tell me that there was nothing else they could do until they got the part to repair the car, I at one point told them that I wanted to leave the car at the dealership until it was repaired, because it was too dangerous to drive and I demanded a loaner car and I was refused a loaner the only thing that I was offered was a partial discount on a rental car and I had to pay the rest which was very unfair. Unfortunately the steering wheel locked on November 29th 2012 and caused me to go of road on a highway and into a street lamp.

I would like for Ford Motor Company to terminate my Lease with no penalties because I think the car is **dangerous to drive in** I do not wish to repair this car with you because of the unprofessional way this whole matter was dealt with at your dealership, and I do not wish to repair this car with my insurance because I do not think I am responsible for this accident I am a very safe driver. Fortunately I have no injuries but I was also taken to the hospital on the day of the accident and would like to get reimbursed for the hospital visit I have included the invoice for that visit from the hospital, also the car was towed to the local tow lot and I was given a bill which I provided for you I would like to be reimbursed for that as well. I have given you enough information in order to complete this case please let me know if you need anything else, I do apologize that you are not getting all of this paperwork sooner but it took time to get all of this together. I am awaiting your answer patiently.

Sincerely,





266 W. Service Road Staten Island, NY 10314 (7.18) 983-8700

SERVICE DEPARTMENT HOURS 7:30 a.m. to 6:00 p.m. Monday - Friday 8:00 a.m. - 4:00 p.m. Saturday R/O Open Date R/O Number

10/25/12 6076509/1

R/O Close Date Status

10/25/12 Pre-Invoice

Mileage In Mileage Out

17732 17732

Service Advisor / Tag #

NY MOTOR VEHICLE FACILITY #: R643047

Lopez, Matt/1119

NY MOTOR	(VEHICLE FACILITY #: KO	43047		Lopez, Mac	C/ ±±±2
			Work Phone	Vehicle Identi	fication Number
				1FMHK8D8	0BG
STATE	N ISLAND, NY		Home Phone	Delivery Date	In-Service Date
				3/25/11	3/25/11
Year	Make	Model	Body	Color	License Number
2011	FORD	EXPLORER	4WD 4DR XLT	T BLACK	
A3709	6				

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports:	
CUSTOMER STATES POWER STEERING LOCKED UP HAD TO RE	
START VEHICLE TO RESET SYSTEM	
Caused by	
VERIFIED CONCERN FOUND FAULT IN STEERING GEAR	
ORDERED STEERING GEAR	
Work performed by Smith, Danny (499)	Warranty
Unrealized BB5Z 3504 HE :GEAR ASY - STEERING Qty: 1	Warranty
Unrealized BB5Z 3504 HE-C :BB5Z 3504 HE - Core Cha Qty: 1	Warranty
*************	-
* Don't Forget to download the DANA APP it's free right *	1 *
* now in the APP STORE and ANDROID MARKET Hours *	
* Mon-Fri 7am-7pm Sat 730-6pm !!!!!!! *	

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	.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
i	TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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(C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (809)945-1928

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ACTIONS OF POLICE VEHICLE		ng Lights 🔲	1141110 001100	
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