

**Consequence:**

AN UNEXPECTED INCREASE IN ENGINE IDLE SPEED MAY INCREASE STOPPING DISTANCE AND MAY RESULT IN A VEHICLE CRASH.

**Remedy:**

DEALERS WILL REPLACE THE ACCELERATOR CABLE. THE RECALL IS EXPECTED TO BEGIN ON JANUARY 17, 2005. OWNERS SHOULD CONTACT FORD AT 1-866-436-7332.

**Notes:**

FORD RECALL NO. 04S25. CUSTOMERS CAN ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-888-DASH-2-DOT (1-888-327-4236).

### Recalls Summary

**Make:** FORD  
**Model:** ESCAPE  
**Type:** ANY  
**Year:** 2002  
**Recall Number:** 04V574000

**Summary:**

ON CERTAIN SPORT UTILITY VEHICLES BUILT WITH 3.0L V6 ENGINES, THE ACCELERATOR CABLE MAY PREVENT THE THROTTLE FROM RETURNING TO THE IDLE POSITION.

**Consequence:**

AN UNEXPECTED INCREASE IN ENGINE IDLE SPEED MAY INCREASE STOPPING DISTANCE AND MAY RESULT IN A VEHICLE CRASH.

**Remedy:**

DEALERS WILL REPLACE THE ACCELERATOR CABLE. THE RECALL IS EXPECTED TO BEGIN ON JANUARY 17, 2005. OWNERS SHOULD CONTACT FORD AT 1-866-436-7332.

**Notes:**

FORD RECALL NO. 04S25. CUSTOMERS CAN ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-888-DASH-2-DOT (1-888-327-4236).

Close Window

CLEVELAND MUNICIPAL COURT  
Justice Center - Level Two  
1200 Ontario  
Cleveland, Ohio 44113-1669

STATE FARM MUTUAL AUTO INS CO

Plaintiff

SUMMONS IN CIVIL ACTION

FORD MOTOR COMPANY  
C/O CT CORP SYSTEM

Defendant

You have been named defendant(s) in a complaint filed in Cleveland Municipal Court, Level Two, Justice Center, 1200 Ontario, Cleveland, Ohio 44113 by

STATE FARM MUTUAL AUTO INS CO

plaintiff(s). A copy of the complaint is attached hereto. The name and address of plaintiff's attorney is below

MORGAN & POTTINGER, P.S.C.  
600 WEST WASHINGTON ST.  
LOUISVILLE KY 40202

FORD MOTOR COMPANY

DEFENDANT

PLAINTIFF'S ATTORNEY

You must file an ANSWER to this complaint within 28 days after this summons is served on you.

A copy of your answer must be served upon the attorney for the person who is suing you, who is called the plaintiff, or upon the plaintiff himself, if he has no attorney of record.

Your original answer must be filed with the Court within three days after service of the answer on the plaintiff's attorney.

If you fail to defend yourself against this complaint, DEFAULT JUDGMENT can be rendered against you for the relief demanded in the complaint. Your EARNINGS MAY THEN BE GARNISHED, or your property may be attached to satisfy the judgment.

EARLE B. TURNER, Clerk

CLEVELAND MUNICIPAL COURT

Date: 11/14/2006

By POTONIECB

DEPUTY

2006CVE0030604 12/26/2006  
FORD MOTOR COMPANY  
C/O CT CORP SYSTEM  
1300 E 9TH ST  
CLEVELAND OH 44114

IN THE CLEVELAND MUNICIPAL COURT  
CLEVELAND, OHIO

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,  
C/O Morgan and Pottinger  
601 West Main Street  
Louisville, KY 40202  
Plaintiff,

) CASE NO. [REDACTED]

) JUDGE \_\_\_\_\_

VS.

) COMPLAINT

FORD MOTOR COMPANY  
CT Corp System  
1300 E 9<sup>th</sup> Street  
Cleveland, OH 44114  
Defendant

---

Comes the Plaintiff, State Farm Fire and Casualty ("State Farm"), by counsel, and for its Complaint hereby states as follows:

1. The corporate Plaintiff, State Farm, is duly authorized to sell insurance in the State of Ohio, and at all times hereinafter mentioned, had in full force and effect a policy of automobile insurance issued to Debra Pearl, of Cleveland Ohio.

2. Defendant, Ford Motor Company has its principal office located at Three Parklane Blvd., Suite 400, Dearborn, MI 48128.

3. Defendant is the manufacturer of the 2003 Ford Escape purchased by Plaintiff's insured, Debra Pearl.

4. On or about November 17, 2004 and November 20, 2004, the motor vehicle State Farm's insured was operating suddenly began to accelerate causing State Farm's insured's to take evasive maneuvers to get the motor vehicle to stop. After these

collisions Defendants issued a recall on the cable for failure that caused throttle to not return to idle position.

5. Defendant, through its employee(s) and/or agent(s), manufactured an unreasonably dangerous and defective motor vehicle and/or component parts thereof.

6. As a result of the acts of Defendant and/or its employee(s) and/or agent(s), the insured suffered damage to their property.

7. Pursuant to the terms of the insurance policy issued to the insured, State Farm settled with its insureds for \$9,972.43, and is therefore subrogated to the rights of its insured for that amount.

WHEREFORE, Plaintiff, State Farm Fire and Casualty, respectfully demands the following relief:

1. Judgment in the amount of \$9,972.43 against the Defendant;
2. Post judgment interest;
3. its costs; and
4. any and all other relief to which it may appear entitled.

Respectfully submitted,

MORGAN & POTTINGER, P.S.C.



Douglas Haman (0069781)  
601 West Washington Street  
Louisville, Kentucky 40202  
(502) 560-6700 telephone  
(888)-281-3490 toll free  
(502)-560-6800 fax  
wdh@morganandpottinger.com



RBZ0006Z  
date: 06-30-06

page:

route to: Steve Lollar

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

AUTO PAYMENTS BY COL

claim number  
[REDACTED]

policy number  
[REDACTED]

named insured  
[REDACTED]

date of loss  
11-17-06

COL 403

C denotes consolidated payment      E denotes EFT payment  
P denotes previous data

COL: 403    indemnity:      3,731.79    dir rcov:      0.00    expense:      293.21

payment number	payee	amount	status	COL	pay cd	rsn	reporting pa
116112557J	[REDACTED]	120.00	PAID	403	E		Named I
E 116687656K	[REDACTED]	3,731.79	PAID	403	1		Named I
116254223J	MOTOR VEHICLE F	403.25	PAID	403	8		Named I

COL 501

C denotes consolidated payment      E denotes EFT payment  
P denotes previous data

COL: 501    indemnity:      400.00    dir rcov:      0.00    expense:      0.00

payment number	payee	amount	status	COL	pay cd	rsn	reporting pa
E 116814216K	ENTERPRISE RENT	400.00	PAID	501	1		Named I



RBZ0006Z  
date: 06-30-06

page:

route to: Steve Lollar

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

### AUTO PAYMENTS BY COL

[Redacted]

policy numb

[Redacted]

named insured

date of lc

[Redacted]

11-20-0

#### COL 403

C denotes consolidated payment  
P denotes previous data

E denotes EFT payment

COL: 403    indemnity:            4,738.64    dir rcov:                    0.00    expense:                    403.24

payment number	payee	amount	status	COL	pay cd	rsn	reporting par
E 116687155K	[Redacted]	200.00	PAID	403	3		Named Ir
116686637J	[Redacted]	1,653.22	PAID	403	3		Named Ir
116254748J	MOTOR VEHICLE F	403.24	PAID	403	8		Named Ir
116253518J	[Redacted]	2,885.42	PAID	403	1		Named Ir

#### COL 501

C denotes consolidated payment  
P denotes previous data

E denotes EFT payment

COL: 501    indemnity:            352.00    dir rcov:                    0.00    expense:                    0.00

payment number	payee	amount	status	COL	pay cd	rsn	reporting par
116689982J	ENTERPRISE RENT	352.00	PAID	501	1		Named Ir

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/4/2005 CLOSED	[REDACTED] AWA - CRC SUPPORTS FIELD'S DECISION	1FMYU031X3K [REDACTED] 650923344	2003 ESCAPE	02
1/4/2005 CLOSED	[REDACTED] AWA - CRC SUPPORTS FIELD'S DECISION	1FMYU031X3K [REDACTED] 650923344	2003 ESCAPE	02
12/16/2004 CLOSED	[REDACTED] LEGAL - ACCIDENT & PERSONAL/PROPERTY DAMAGE	1FMYU031X3K [REDACTED] 650923344	2003 ESCAPE	07
12/7/2004 CANCEL	[REDACTED] LEGAL - ACCIDENT / FIRE	1FMYU031X3K [REDACTED] 650923344	2003 ESCAPE	07
12/6/2004 CLOSED	[REDACTED] CRC RELATED - F/M CSR FOLLOWING CONTACT	1FMYU031X3K [REDACTED] 650923344	2003 ESCAPE	01
11/29/2004 CLOSED	[REDACTED] LEGAL - ACCIDENT / FIRE	1FMYU031X3K [REDACTED] 650923344	2003 ESCAPE	10

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[REDACTED] 11/27/2006



## All Action Details for Issue

Print

VIN: 1FMYU031X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-03-01  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
 Reason Desc: AWA - CRC SUPPORTS FIELD'S DECISION Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 70000 MI Comm Type: PHONE  
 Analyst Name: KAREN DENNEY Analyst: KDENNEY  
 Action Date: 01/03/2005 Action Time: 18.56.07.531 Action Data: No

Comments CUSTOMER SAID: - LIBERTY FORD HAS HAD CUST'S VEH FOR 3 WEEKS NOW- CUST WAS IN 2 ACCIDENTS IN THE VEH BECAUSE IT ACCELERATED ON ITS OWN- THURSDAY OF LAST WEEK CUST SPOKE WITH SRV ADV RICHARD WHO STATED THEY WERE STILL WAITING TO HEAR FROM FORD - INS CO. WANTS CUST TO SIGN AUTHORIZATION PAPERS FOR THEM TO GO AND PICK UP THE VEHDEALER SAID: LIBERTY FORD OF MAPLE HEIGHTS 44137 TEL: (216) 332-7755- SRV ADV RICHARD ADVISED CUST THEY WERE STILL WAITING ON FORDCRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK. (NOTE TO CSR: SUPPORT DLR/REGION DECISION.)- OBC TO SM MARK - LEFT MESSAGE ON VM INDICATING THAT CONSUMER AFFAIRS HAS INDICATED THAT THIS IS AN INS. CO ISSUE AND CUST SHOULD BE ENCOURAGED TO WORK WITH HER INS.CO ON THE ISSUE - REQUESTED SM CONTACT CUST TOMORROW TO CONFIRM THIS INFORMATION AS CUST IS CONCERNED THAT DLR AND CRC ARE SAYING 2 DIFFERENT THINGS - LEFT MY CONTACT INFO INCASE MARK NEEDS TO FOLLOW UP WITH ME

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 72000 MI Comm Type: PHONE  
 Analyst Name: ALBANO JOHN Analyst: JALBANO1  
 Action Date: 01/27/2005 Action Time: 17.22.22.772 Action Data: No

Comments CUSTOMER SAID: - CALLED SEVERAL TIMES ABOUT THE EXACT SAME ISSUE- HAS A 2003 FORD ESCAPE- WAS INVOLVED IN 2 ACCIDENTS BECAUSE OF THE RECALL THAT SHE RECEIVED LAST WEEK FOR THE ACCELERATOR CABLE (04S25)- CALLED THE CRC AND WAS ADVISED THAT THE LEGAL DEPT. WOULD CALL HER AFTER REVIEWING THE ISSUE- WAS NOT HAPPY WITH THE ANSWER GIVEN BY THE LEGAL DEPT. - WANTS TO SPEAK TO A SUPERVISORDEALER SAID: - NONECRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK. (NOTE TO CSR: SUPPORT DLR/REGION DECISION.)- ADVISED CUST OF THE PREVIOUS CSR'S RESPONSE GIVEN BY THE LEGAL DEPT:- LEGAL DEPT. HAS INDICATED THAT THIS IS AN INS. CO ISSUE AND CUST SHOULD BE ENCOURAGED TO WORK WITH HER INS.CO ON THE ISSUE- REQUEST DENIED- ADVISED CUST THAT A SUP AND CSR USES THE SAME RESOURCES AND SHE WOULD RECEIVE THE SAME ANSWER FROM A SUP - ADVISED CUST TO PLEASE ALLOW APPROX. 24 BUSINESS HOURS FOR A SUP TO CALL HER BACK

Action: AS PER TEAM LEADER Origin Desc: MANUAL - PHONE CSR  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 72000 MI Comm Type: PHONE  
 Analyst Name: HAUGHTON ,ANGELAH Analyst: AHAUGHT2  
 Action Date: 02/01/2005 Action Time: 12.58.41.127 Action Data: Yes

Comments CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: \*\*\*\*\* SUPERVISOR

[REDACTED] 11/27/2006

OBC (SUP ANGELAH AT EXT 2013) \*\*\*\*\* OBC TO CUST ON --(02/01/05 AT 12:55 PM EST)-- - 1ST ATTEMPT; NO ANSWER; WILL TRY AGAIN.

<u>Data Element Name</u>	<u>Data Value</u>
TEAM LEADER NAME	IALTMAN

**Action:** AS PER TEAM LEADER  
**Dealer:** 01678 LIBERTY FORD, INC. **Origin Desc:** MANUAL - PHONE CSR  
**Odometer:** 72000 MI **Comm Type:** PHONE  
**Analyst Name:** HAUGHTON ,ANGELAH **Analyst:** AHAUGHT2  
**Action Date:** 02/02/2005 **Action Time:** 12.42.06.738 **Action Data:** Yes

**Comments** CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: \*\*\*\*\* SUPERVISOR OBC (SUP ANGELAH AT EXT 2013) \*\*\*\*\* OBC TO CUST ON --(02/02/05 AT 12:37 PM EST)-- - 2ND ATTEMPT; LEFT MSG; WILL TRY AGAIN.

<u>Data Element Name</u>	<u>Data Value</u>
TEAM LEADER NAME	IALTMAN

**Action:** SUPERVISOR REFERRAL FOLLOW-UP  
**Dealer:** 01678 LIBERTY FORD, INC. **Origin Desc:** MANUAL - PHONE CSR  
**Odometer:** 72000 MI **Comm Type:** PHONE  
**Analyst Name:** BENNETT, SHAUN **Analyst:** SBENNE43  
**Action Date:** 02/04/2005 **Action Time:** 15.15.46.031 **Action Data:** No

**Comments** CUSTOMER SAID: - NONEDEALER SAID: - NONECRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED BY SUPERVISORS ONLY.)SUP SHAUN EXT 2022\*\*\*SPOKE TO CUST- SUPPORTED PREVIOUS DECISION- ADVISED CUST THIS IS INSURANCE ISSUE- LEASING OPTIONS ARE AVAILABLE ONLY THRU FMCC, 800-727-7000 & LEASING DLRSHIP---ISSUE CLOSED---

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11/27/2006

## All Action Details for Issue

Print

VIN: 1FMYU031X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2003-03-01  
Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: AWA - CRC SUPPORTS FIELD'S DECISION Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE  
Dealer: 01678 LIBERTY FORD, INC.  
Odometer: 70000 MI Comm Type: PHONE  
Analyst Name: JACKSON TAMEKA Analyst: TJACKS60  
Action Date: 01/04/2005 Action Time: 18.07.18.400 Action Data: No

Comments CUSTOMER SAID: -CUSTOMER IS CALLING BACK REGARDING THE SAME ISSUE DOCUMENTED ON FILE -CUSTOMER WAS INVOLVED IN 2 ACCIDENTS-WHERE THE VEHICLE HAD ACCELERATED ON ITS OWN - VEHICLE IS A LIBERTY FORD OF MAPLE HEIGHTS -CUSTOMER RECEIVED A LETTER FROM THE LEGAL DEPT. AT FORD..WHO ADVISED TO CONTACT HER INSURANCE COMPANY -CUSTOMER FEELS UNSAFE IN THIS VEHICLE- SHE FEARS FOR HER LIFE-DOES NOT WANT THIS VEHICLE ANYMORE-WHO WOULD SHE SPEAK WITH TO DETERMINE HER OPTIONS-CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK. (NOTE TO CSR: SUPPORT DLR/REGION DECISION.)-CSR EXPLAINED CUSTOMER NEEDS TO SPEAK WITH THE CRM OR GSM TO DETERMINE HER OPTIONS -FORD'S GOAL IS TO REPAIR HER VEH

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[REDACTED] 11/27/2006

All Action Details for Issue

Print

VIN: 1FMYU031X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-03-01  
 Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT & PERSONAL/PROPERTY DAMAGE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - PRODUCT LIABILITY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 70000 MI Comm Type: MAIL  
 Analyst Name: HOUSLEY Analyst: AHOUSLE1  
 (AHOUSLE1),ANDREA  
 Action Date: 12/01/2004 Action Time: 14.00.05.508 Action Data: No

Comments \*\*\*\*\*PRODUCT LIABILITY\*\*\*\*\*CASE REC'D 12/01/04 FROM OGC. CUST. ALLEGES VEHICLE SURGED TWICE IN 3 DAYS AND BOTH TIMES SHE HIT OTHER OBJECTS. CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Action: SEND ACKNOWLEDGEMENT LETTER TO CUSTOMER Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 70000 MI Comm Type: MAIL  
 Analyst Name: DAVIS,RUTH Analyst: RDAVIS96  
 Action Date: 12/02/2004 Action Time: 08.55.44.705 Action Data: Yes

Comments SENT LETTER TO CUSTOMER - INCLUDED DECISION. THIS IS INSURANCE ISSUE.

Data Element Name	Data Value
CERTIFIED LETTER #	

Action: DENY ASSISTANCE - REFER TO INSURANCE CARRIER Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 70000 MI Comm Type: MAIL  
 Analyst Name: DAVIS,RUTH Analyst: RDAVIS96  
 Action Date: 12/02/2004 Action Time: 08.56.30.541 Action Data: No

Comments DENY ASSISTANCE - REFER TO INSURANCE COMPANY

Action: UPDATE/ADDCO CASE Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 70000 MI Comm Type: FAX  
 Analyst Name: DAVIS,RUTH Analyst: RDAVIS96  
 Action Date: 12/16/2004 Action Time: 13.40.26.862 Action Data: No

Comments RECEIVED CALL FROM MARK SINEGAR - S/M AT LIBERTY. CUSTOMER HAS PREVIOUSLY COMMENTED ABOUT THROTTLE STICKING, AND HAS HAD 2 ACCIDENTS. DEALER WAS SUBMITTING DEALER REQUEST AND WANTED SOME DIRECTION. CHECKED RECALL LETTER. DAMAGE IS TO BE SUBMITTED TO RECALL FOR A DECISION. DEALER REQUEST CAME THROUGH AND WILL BE ADDED TO FILE. NO FURTHER ACTION AT THIS TIME.

11/27/2006

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11/27/2006

All Action Details for Issue

Print

VIN: 1FMYU031X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-03-01  
 Symptom Desc: SURGE AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CANCEL

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 01678 LIBERTY FORD, INC. Origin Desc: US CONCERN CASE BASE  
 Odometer: 70000 MI Comm Type: PHONE  
 Analyst Name: MANJOO DEREK Analyst: DMANJOO1  
 Action Date: 12/06/2004 Action Time: 16.11.22.851 Action Data: Yes

Comments CUSTOMER SAID: -CUST HAD TWO ACCIDENTS WITH THE TRUCK -1ST ACCIDENT WAS ON NOVEMBER 17TH AND 2ND WAS ON NOVEMBER 20TH -THE 1ST ACCIDENT THE VEH ACCELERATED ON ITS OWN INTO THE GUARD RAIL -THE 2ND ACCIDENT THE VEH ACCELERATED ON ITS OWN INTO A FENCE -BOTH TIMES THE ACCIDENT HAPPENED AFTER EXITING AN EXIT -CUST HAS CONTACTED HER INSURANCE COMPANY HOWEVER THERE IS NO INSURANCE CLAIM NUMBER -THERE IS NO POLICE REPORT NUMBER -NO PERSONAL INJURY OR FIRE -CUST HAS TAKEN VEH FOR DIAGNOSTICS TO LIBERTY FORD AND CUST SPOKE TO AMY SHARPES S/A WHO SAID THERE WAS NOTHING FOUND WRONG WITH THE VEH AND WE WILL NOT BE ABLE TO PERFORM FURTHER TESTING BECAUSE THEY CANNOT GET HOOD OPEN AND THE FRONT DRIVERS RIM IS CRACKED -CUST IS AFRAID OF DRIVING THE TRUCK NOW -VEH IS LOCATED WITH THE CUST CURRENTLY AND IS NOT REPAIRED DEALER SAID: -AMY SHARPES S/A WHO SAID THERE WAS NOTHING FOUND WRONG WITH THE VEH AND WE WILL NOT BE ABLE TO PERFORM FURTHER TESTING BECAUSE THEY CANNOT GET HOOD OPEN AND THE FRONT DRIVERS RIM IS CRACKED LIBERTY FORD OF MAPLE HEIGHTS 44137 TEL: (216) 332-7755 CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT. (NOTE TO CSR: EXECUTED THIS CASEBASE AS PER TL WILL KU)

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: CANCEL ISSUE  
 Dealer: 01678 LIBERTY FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 70000 MI Comm Type: OTHER  
 Analyst Name: KELLER KRISTIAN Analyst: KKELLER2  
 Action Date: 12/07/2004 Action Time: 09.13.12.547 Action Data: No

Comments TEAM LEADER CANCELS ISSUE - DUPLICATE CONTACT

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11/27/2006

## All Action Details for Issue

Print

VIN: 1FMYU031X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-03-01  
 Symptom Desc: Primary Phone: [REDACTED]  
 Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER  
 Dealer: Origin Desc: MANUAL - PHONE CSR  
 Odometer: 70000 MI Comm Type: PHONE  
 Analyst Name: MANJOO DEREK Analyst: DMANJOO1  
 Action Date: 12/06/2004 Action Time: 17.40.34.183 Action Data: No

**Comments** CUSTOMER SAID: -CUST HAD TWO ACCIDENTS WITH THE TRUCK -1ST ACCIDENT WAS ON NOVEMBER 17TH AND 2ND WAS ON NOVEMBER 20TH -THE 1ST ACCIDENT THE VEH ACCELERATED ON ITS OWN INTO THE GUARD RAIL -THE 2ND ACCIDENT THE VEH ACCELERATED ON ITS OWN INTO A FENCE -BOTH TIMES THE ACCIDENT HAPPENED AFTER EXITING AN EXIT -CUST HAS CONTACTED HER INSURANCE COMPANY HOWEVER THERE IS NO INSURANCE CLAIM NUMBER -THERE IS NO POLICE REPORT NUMBER -NO PERSONAL INJURY OR FIRE -CUST HAS TAKEN VEH FOR DIAGNOSTICS TO LIBERTY FORD AND CUST SPOKE TO AMY SHARPES S/A WHO SAID THERE WAS NOTHING FOUND WRONG WITH THE VEH AND WE WILL NOT BE ABLE TO PERFORM FURTHUR TESTING BECAUSE THEY CANNOT GET HOOD OPEN AND THE FRONT DRIVERS RIM IS CRACKED -CUST IS AFRAID OF DRIVING THE TRUCK NOW -VEH IS LOCATED WITH THE CUST CURRENTLY AND IS NOT REPAIRED DEALER SAID: -AMY SHARPES S/A WHO SAID THERE WAS NOTHING FOUND WRONG WITH THE VEH AND WE WILL NOT BE ABLE TO PERFORM FURTHUR TESTING BECAUSE THEY CANNOT GET HOOD OPEN AND THE FRONT DRIVERS RIM IS CRACKED LIBERTY FORD OF MAPLE HEIGHTS 44137 TEL: (216) 332-7755 CRC ADVISED: -OBC TO CUST AND ADVISED CUST THAT A CONSUMER AFFAIRS REP WILL CONTACT CUST WITHIN 2 BUSINESS DAYS FROM TODAY

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[REDACTED] 11/27/2006

All Action Details for Issue

Print

VIN: 1FMYU031X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-03-01  
 Symptom Desc: SURGE AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 10 OGC Issue Status: CLOSED

Action: CONTACT ADVANCED TO OGC Origin Desc: US CONCERN CASE BASE  
 Dealer: 01678 LIBERTY FORD, INC.  
 Odometer: 70000 MI Comm Type: PHONE  
 Analyst Name: MANJOO DEREK Analyst: DMANJOO1  
 Action Date: 11/29/2004 Action Time: 18.04.51.978 Action Data: No

**Comments** CUSTOMER SAID: -CUST HAD TWO ACCIDENTS WITH THE TRUCK -1ST ACCIDENT WAS ON NOVEMBER 17TH AND 2ND WAS ON NOVEMBER 20TH -THE 1ST ACCIDENT THE VEH ACCELERATED ON ITS OWN INTO THE GUARD RAIL -THE 2ND ACCIDENT THE VEH ACCELERATED ON ITS OWN INTO A FENCE -BOTH TIMES THE ACCIDENT HAPPENED AFTER EXITING AN EXIT -CUST HAS CONTACTED HER INSURANCE COMPANY HOWEVER THERE IS NO INSURANCE CLAIM NUMBER -THERE IS NO POLICE REPORT NUMBER -NO PERSONAL INJURY OR FIRE -CUST HAS TAKEN VEH FOR DIAGNOSTICS TO LIBERTY FORD AND CUST SPOKE TO AMY SHARPES S/A WHO SAID THERE WAS NOTHING FOUND WRONG WITH THE VEH AND WE WILL NOT BE ABLE TO PERFORM FURTHUR TESTING BECAUSE THEY CANNOT GET HOOD OPEN AND THE FRONT DRIVERS RIM IS CRACKED -CUST IS AFRAID OF DRIVING THE TRUCK NOW -VEH IS LOCATED WITH THE CUST CURRENTLY AND IS NOT REPAIRED DEALER SAID: AMY SHARPES S/A WHO SAID THERE WAS NOTHING FOUND WRONG WITH THE VEH AND WE WILL NOT BE ABLE TO PERFORM FURTHUR TESTING BECAUSE THEY CANNOT GET HOOD OPEN AND THE FRONT DRIVERS RIM IS CRACKED LIBERTY FORD OF MAPLE HEIGHTS 44137 TEL: (216) 332-7755 CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS

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[REDACTED] 11/27/2006





5255 Commerce Parkway West • Parma • OH • 44130  
Phone: (440)887-0645 • Fax: (216)398-7262

January 20, 2005

State Farm Insurance Company  
7088 West 130th Street  
Middleburg Heights, Ohio 44130

ATT: Ms Bonnie McLeod

RE:	INSURED:	[REDACTED]
	TYPE OF VEHICLE:	2003 Ford Escape
	DATES OF LOSS:	November 17, 2004 November 20, 2004
	CLAIM NUMBERS:	[REDACTED]
	OUR FILE NO:	PR007

Dear Ms McLeod:

This report is in regard to the evaluation of a 2003 Ford Escape bearing short VIN [REDACTED]. Two separate evaluations were performed on the subject vehicle. The initial evaluation took place at Liberty Ford situated at 5500 Warrensville Center Road. This evaluation took place on January 6, 2005.

Prior to the evaluation, we made contact with Mark, the Service Director at Liberty Ford, and informed him that the inspection was going to take place on January 6, 2005. We indicated that the insured had made complaints of a stuck throttle, which resulted in two separate collision events. We were also informed that a recall had been performed on the subject vehicle for this type of situation. The recall included replacement of the accelerator cable. During the telephone conversations with Mark, we asked if the cable was still available for inspection and we were informed that the cable was not available and that it was sent back to Ford Motor Company.

Upon arrival at Liberty Ford, the parts department was contacted to determine if the cable that had been replaced on the subject vehicle was still available. The parts department indicated that the cable was available, that it had not been shipped back to Ford, and the cable was given to us for an initial examination. The cable was not relinquished to us for proper and full examination to determine if a failure existed. Once again, this is a recall cable for a failure that would cause the throttle to not return to its idle position, which may increase stopping distances, which would greatly increase the risk of crash.

The throttle cable was photographed, although no evaluation or inspection could be performed. It is advised that the dealership as well as Ford Motor Company be put on notice that this cable should not be destroyed.

After photo documentation of the cable was performed, the vehicle was to be examined. A short time after the examination of the vehicle began, Mark, the Body Shop Manager, informed us that the Service Director had called and stated that we must leave the premises. Mark asked if we were the forensic mechanics and stated that we were to be removed from the premises. An inspection of the vehicle could not be performed at that time.

The second evaluation of the vehicle took place at Mayfield-Brainerd Collision situated at 5608 Mayfield Road. The examination took place on January 17, 2005. Full photo documentation of the vehicle as well as evaluations took place at this time. Any photographs not used in this report will be maintained in the file for a period of up to ten (10) years. Should further photo documentation become necessary, please contact my office and arrangements will be made.

Examination of the subject vehicle began with verification that the VIN number found on the Federal Identification Sticker matched the VIN supplied by your office. The VIN did match and positively identified the subject vehicle. At this point we proceeded with our inspection.

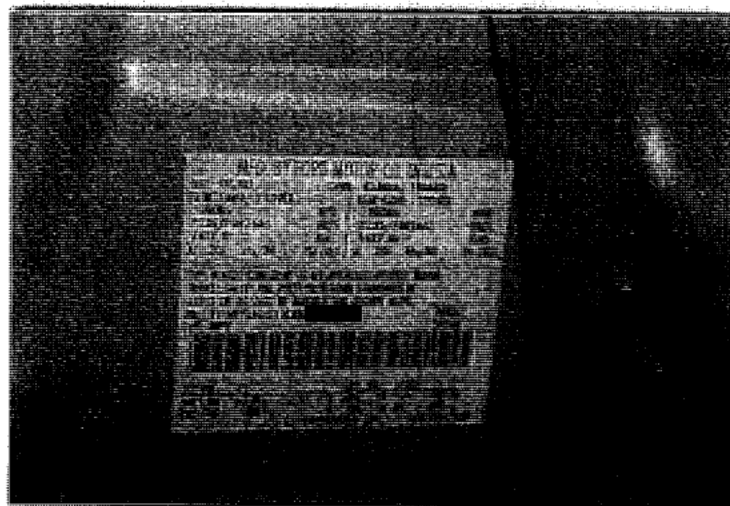


FIGURE #1

Figure No. 2 shows a view of the vehicle's odometer. The current odometer reading is 72,443 miles.

FIGURE #2



Figure No. 3 shows a view of the right front bumper area. Collision damage was noted in the right front bumper area. The collision damage was not extensive, although it was significant. The insured claimed that the throttle did not return to idle position and she could not control the vehicle upon attempting to stop. The stopping distances will be increased if the throttle does not return to its normal idle position. The brakes will eventually overcome the torque of the engine, although stopping distances will be significantly increased.

FIGURE #3

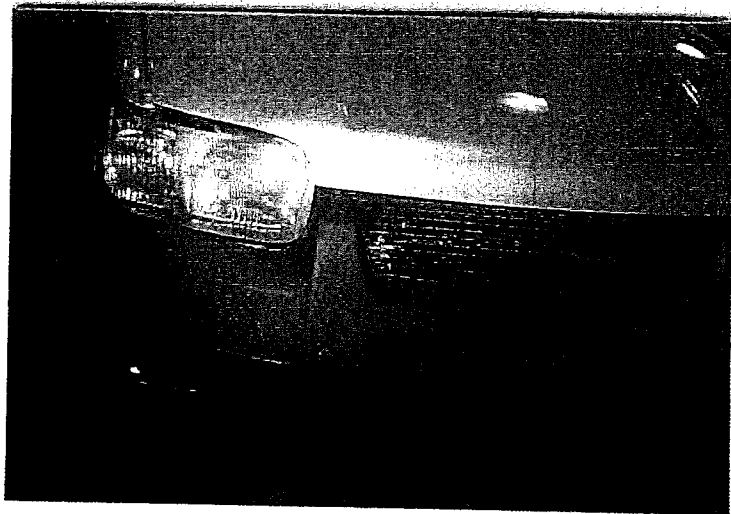


Figure No. 4 shows a view of the left side bumper assembly, exhibiting collision damage.

FIGURE #4

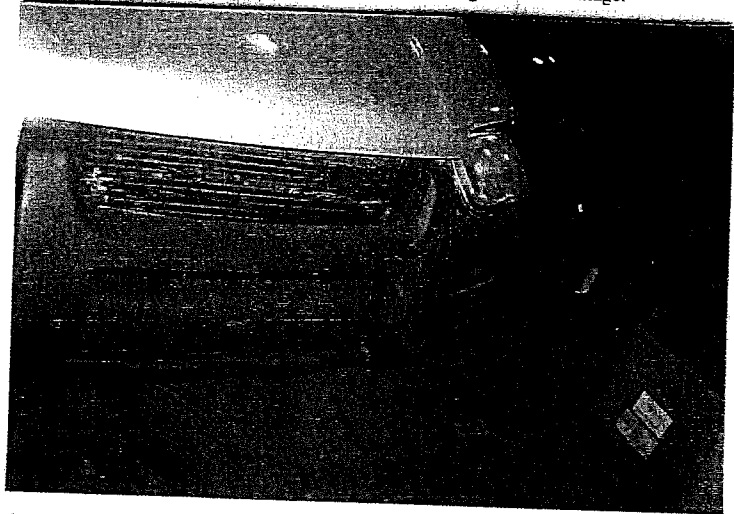


Figure No. 5 shows a left side view of the subject vehicle. Distortion of the bumper and fender area was noted.

FIGURE #5



Figure No. 6 shows a view of the right side as seen from the rear. No other collision damage was found on the right side of the vehicle.

FIGURE #6



Figure No. 7 shows a view of the left side of the subject vehicle as seen from the rear. Collision damage was noted to the left front bumper and fender assembly, the left front door and the left rear door.

FIGURE #7

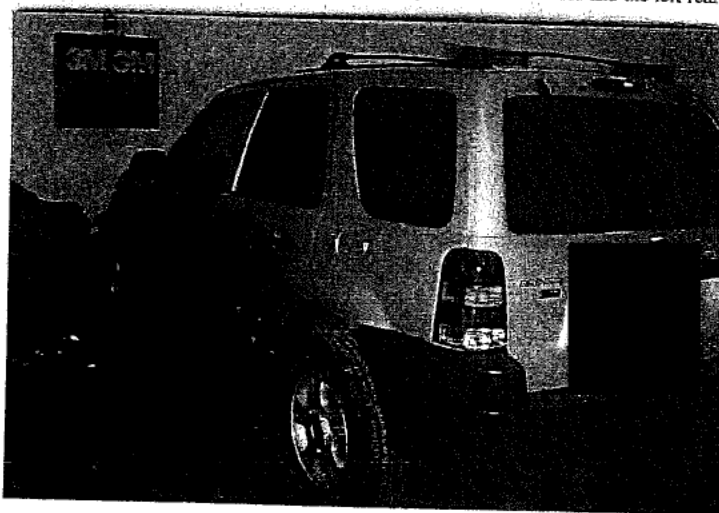
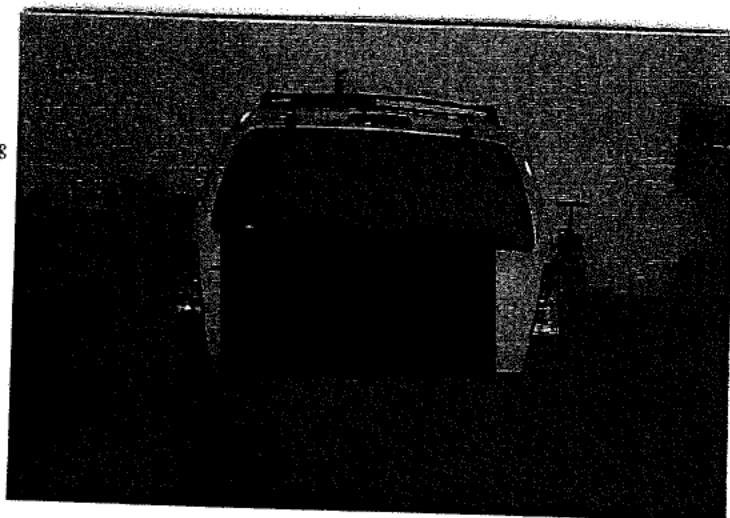


Figure No. 8 shows a rear view of the vehicle. No evidence of collision damage was found.

FIGURE #8



Figures No. 9, 10 and 11 show closer views of the collision-affected areas on the left side of the subject vehicle.

FIGURE #9

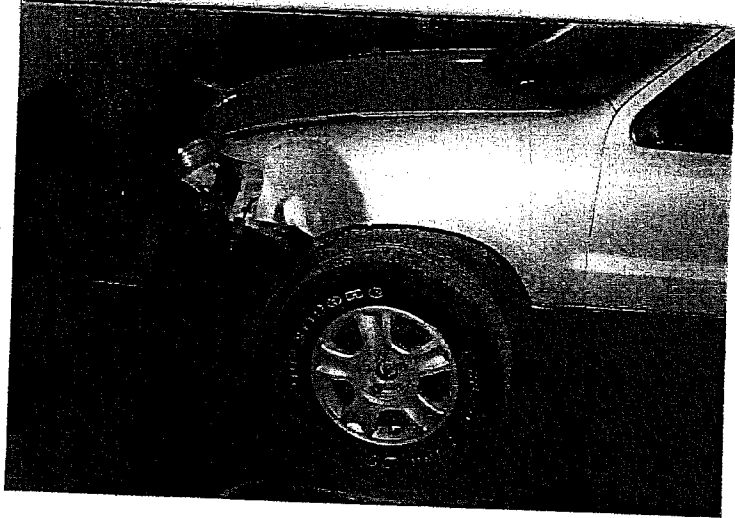


FIGURE #10





FIGURE #11



At this time an evaluation of the interior of the vehicle was performed. During the evaluation, it was noted that there were two floor mats in the forward driver's compartment. The floor mats were well below accelerator level. The accelerator did not make contact with the floor mats. No witness markings were noted on the accelerator pedal or floor mats from inadvertent contact during vehicle operation. The floor mats, both singularly and together, were placed on the accelerator pedal to determine if accelerator application could take place through the weight of the floor mats. It was determined that the accelerator return springs were more than sufficient to overcome the weight of one and/or both floor mat assemblies. The floor mats were eliminated as a possible cause of partial throttle application.

FIGURE #12



Figure No. 13 shows a view of the upper throttle linkage and cable as it enters through the bulkhead from the occupant compartment. The throttle cable has been replaced in the subject vehicle per the recall issued by Ford Motor Company. The recall involves the 2003 Ford Escape and the National Highway Traffic Safety Administration campaign number is 04V574000. It states "On certain sport utility vehicles built with a 3.0-liter V-6 engine, the accelerator cable may prevent the throttle from returning to its full idle position. An unexpected increase in engine idle speed may increase stopping distances and may result in a vehicle crash. Dealers will replace the accelerator cable. The recall is expected to begin on January 17, 2005." The Ford recall number for this campaign is 04S25.

As it was examined at this time, the cable showed no evidence of failure. Once again, this cable was a replacement cable and the recall was performed on this vehicle prior to our inspection, even though allegations were made by the insured to Liberty Ford that the accelerator would not return to its idle position, which resulted in a crash. By Liberty Ford removing the cable and replacing it prior to the performance of any evaluations, certain evidentiary issues have been spoiled.



FIGURE #13

Figures No. 14 and 15 show the routing of the new accelerator cable through the bulkhead and into the engine compartment of the vehicle. We found no evidence of failures in the routing of the new cable. The throttle worked correctly.



FIGURE #14



FIGURE #13

Figure No. 16 shows the part number present on the replacement cable.

FIGURE #16



Figure No. 17 shows the original cable that was still stored in Liberty Ford's parts department. Warranty components as well as recall components must be turned back in to parts and to Ford Motor Company upon request. The cable seen in this photograph was the cable that was removed from the subject vehicle prior to our inspection.

FIGURE #17

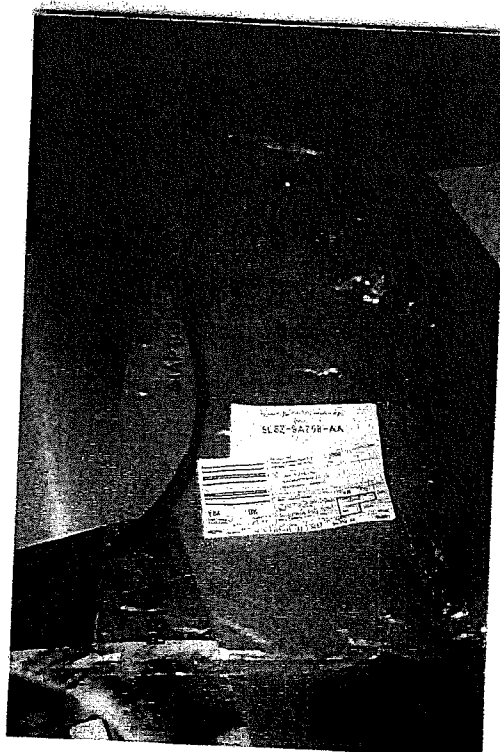


Figure No. 18 shows a view of the parts tag on the cable. This parts identification tag indicates that this is the new accelerator cable package. The old accelerator cable was placed into the package for storage purposes at the Ford dealership.

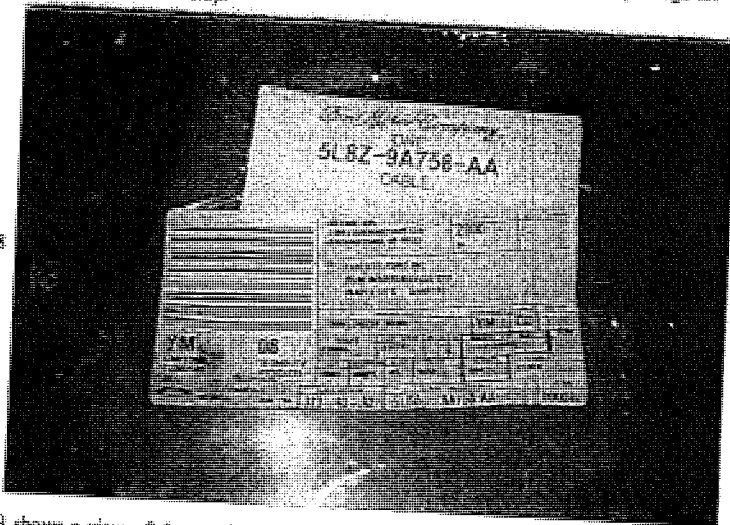


FIGURE #18

Figure No. 19 shows a view of the accelerator cable as it was initially examined. No testing or evaluation could be performed on the cable at this time due to the fact that the cable was not relinquished to us and it had already been removed from the vehicle.

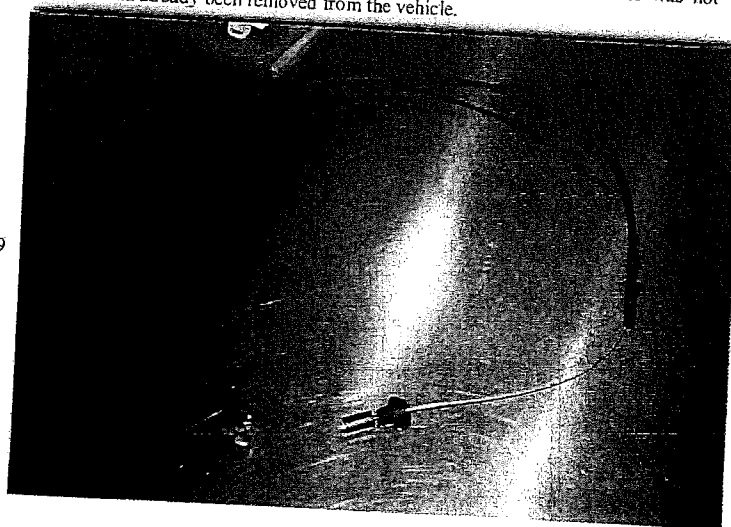


FIGURE #19



Figure No. 20 shows the repair order number written on the parts bag. The repair order number for the cable replacement for the subject vehicle was 149452.

FIGURE #20

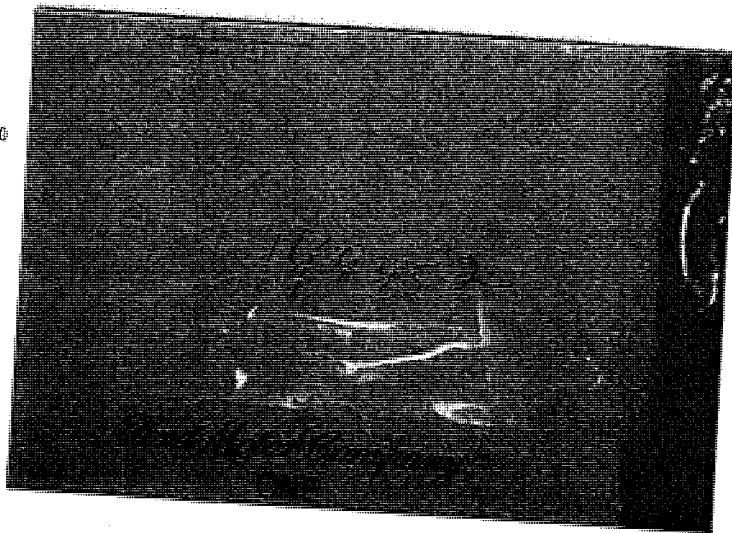


Figure No. 21 shows a view of the instrument cluster during testing and evaluation performed at Mayfield-Brainerd Collision. Please note that the tachometer reads approximately 900 rpms. Functional testing of the idle speed control motor was performed and it was found that it would function correctly. No "CHECK ENGINE" lights were on in the subject vehicle at the time of the evaluation and no stored computer codes were present. Functional testing of the throttle cable revealed that it was capable of operation. Once again, this was the replacement recall throttle cable present on the vehicle.

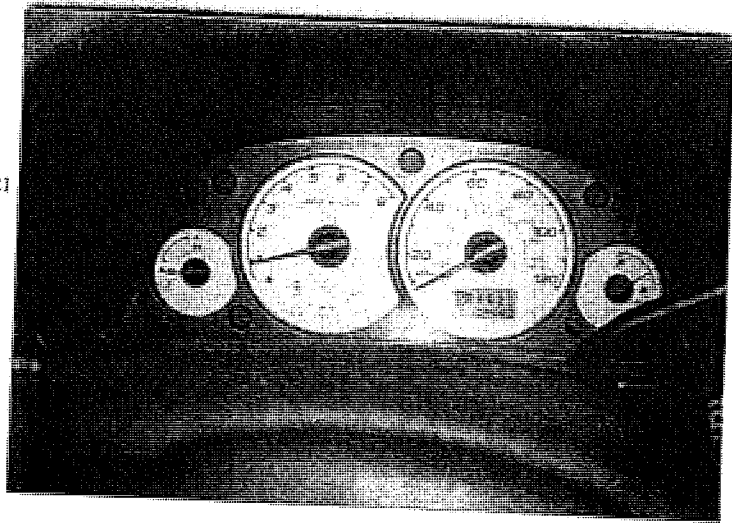
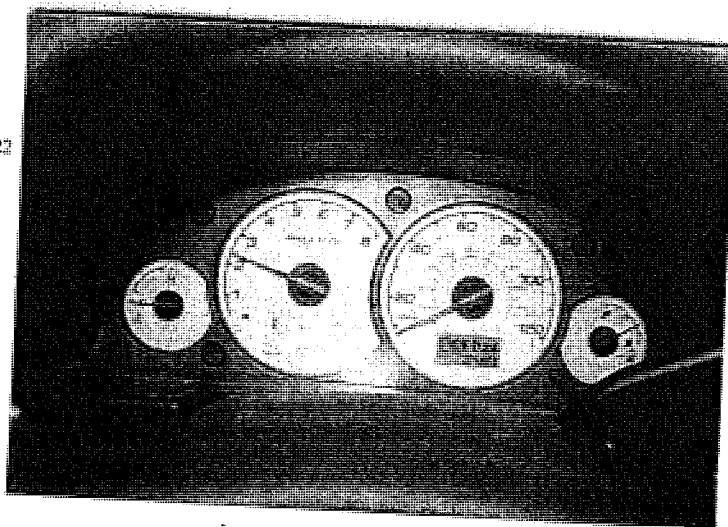


FIGURE #21

Figure No. 22 shows a view of the tachometer once the rpms were raised to approximately 2200 rpms. This was done on several occasions to determine if the throttle would stick or bind in any position. The throttle did not stick or bind and returned fully to the idle position on each occasion at this time.

FIGURE #22



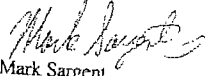
Following a thorough and complete evaluation of all remaining evidence in this case, and based on our knowledge, training and years of experience as Forensic Mechanics, it is our professional opinion that the events described by the insured would give indication that the throttle was not able to return to idle upon exiting or entering the highway on each of the two separate occasions. This is the description given in the recall by Ford Motor Company. It should be noted that the recall had not been issued prior to the event, therefore the driver of the vehicle would have had no knowledge that a recall even existed on the subject vehicle at that point in time. The recall was not slated to be issued until January 17, 2005.

It is further our opinion that due to the fact that Liberty Ford knowingly understood that an issue including two separate collision events due to the fact that the vehicle accelerator may not have returned to idle, which resulted in extended stopping distances and collision, and replaced the accelerator cable prior to any physical evaluation and/or testing performed on the vehicle. This should be considered a spoliation issue, especially in the event of a collision. The examination and testing of the vehicle was also inhibited significantly at Liberty Ford when we were asked to leave even though an authorization signed by the insured was in hand for testing and inspection.

It is my opinion that the events described by the insured mimic those described by the recall notice and that testing of the accelerator cable was significantly hindered by the actions of Liberty Ford. Due to the fact that the cable was not relinquished to us for testing or examination, an opinion on its defect cannot be reached at this point in time, although this cable is the subject of a defect investigation and a recall by Ford Motor Division and National Highway Traffic Safety Administration mimicking the events that occurred.

If we can be of any further assistance in this matter, please feel free to contact us at any time.

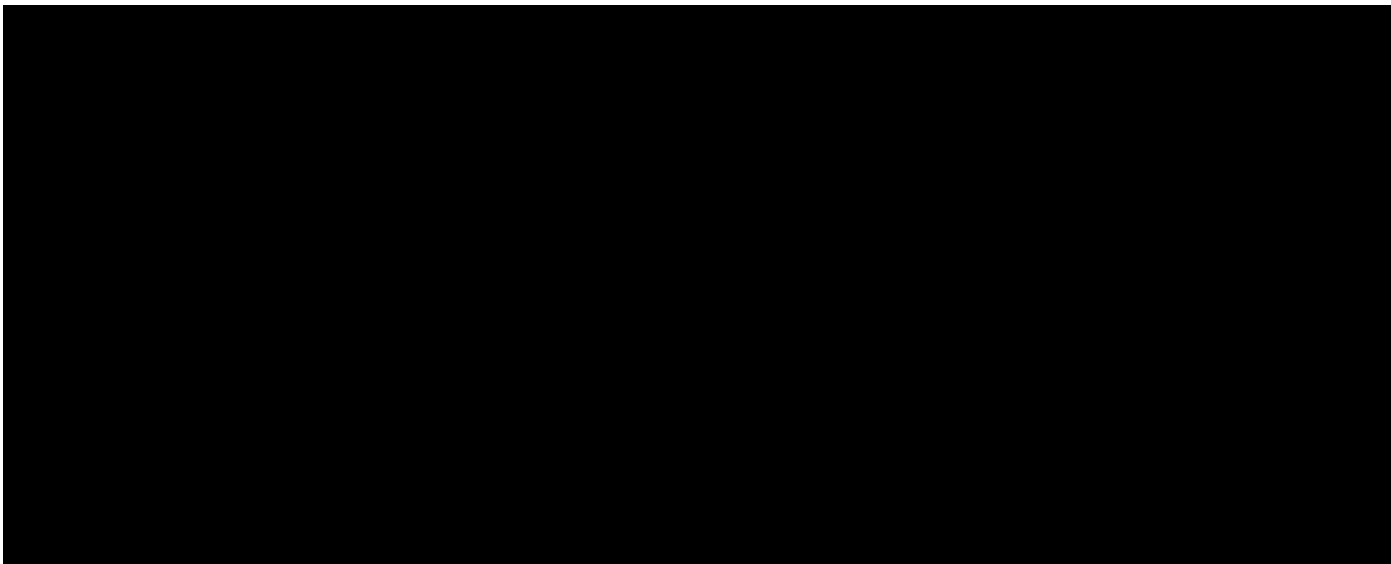
Respectfully Submitted,

  
Mark Sargent  
Forensic Mechanic  
Licensed Investigator  
Ohio License No. 6868  
ASE Recertified Master Technician

MS/sk



Dale Hodous  
Forensic Mechanic  
Licensed Investigator  
Ohio License No. 6868  
ASE Recertified Master Technician



JUN 23 2005



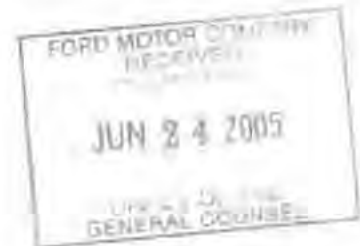
RELATIONSHIP  
CENTER

2005 JUN 23 A 7 23

P.O. Box 2655 \* Harrisburg, PA 17105-9971 \*\*

June 17, 2005

Ford Motor Company Consumer Affairs  
PO Box 6248  
MD-3NE-B  
Dearborne, MI 48126



**OUR INSURED :** [REDACTED]  
**OUR CLAIM NUMBER :** [REDACTED]  
**DATE OF LOSS :** 05-31-2005

To Whom It may Concern:

This letter is to service as notice of a potential liability exposure for your company. Our insured, [REDACTED] owns a 2003 Ford Escape VIN# 1FMYU93143K [REDACTED] which was purchased and serviced at your dealership for accelerator cable recall. This vehicle was involved in an accident that resulted due to a failure of this part.

This vehicle is available for your inspection. The vehicle is located at Mascari Auto Center located at 8700 Thompson Run Road Allison Park, PA 15101.

Please feel free to contact me with any questions.

NATIONWIDE MUTUAL INSURANCE COMPANY  
Stephen Thompson (PA-02-25)  
Claims Department  
1-(800)889-9872 Ext. 6962

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

RECEIVED

JUL 25 2005



P.O. Box 2655 \* Harrisburg, PA 17105-9971 \*\*

July 19, 2005

Ford Motor Company  
three parklane blvd suite 300  
Parklane Towers West  
Dearborn, MI 48126-2568

**OUR INSURED :** [REDACTED]  
**OUR CLAIM NUMBER :** [REDACTED]  
**DATE OF LOSS :** 05-31-2005

Dear Mr. Chabot,

We have received your letter dated July 7, 2005 wherein you provided a list of information that you require in order to consider the claim that is being presented. The incident in question occurred on McKnight Road in Pittsburgh, Allegheny County, Pennsylvania on the date listed above. We have been advised that the police report is currently unavailable from the township. If you chose, you may contact them to find out if you are able to obtain a copy for your records. The police report incident number is [REDACTED]. Our insured was driving a 2003 Ford Escape at the time of the accident.

Additionally, any further information you have requested can either be obtained directly by you from the sources, and/or is information that we are unable to provide based on Privacy laws. As you are aware, certain information such as your request for service records, is available to you within your own company's records. It is our understanding that the vehicle was purchased and serviced by your dealership, Shults Ford, Inc., 10401 Perry Highway, Wexford, PA 15090, (888) 469-7278. You may contact them directly for additional information on the services the dealership provided, as well as additional information on the vehicle, such as the serial number.

You also indicated that you would like to inspect the vehicle. Your company has been previously advised to inspect the vehicle at the location it was being held as well as the timeframe you had in which to have someone inspect it. We are unable to hold up repair of the vehicle as our insured is in need of the vehicle.

This letter is to indicate to you that we are still very much interested in presenting a claim even though we are not providing you with all of the information that you have requested. Once a claim is presented to you, it is your responsibility to complete an investigation in the same way we have as a service to our customer.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.



We look forward to hearing from you after you have been able to complete your investigation so that we can resolve this matter in a quick and efficient manner for our mutual customer.

Sincerely,

NATIONWIDE MUTUAL INSURANCE COMPANY  
Stephen Thompson (PA-02-25)  
Claims Department  
1-(800)889-9872 Ext. 6962

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.





AUG 12 2005  
SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
Ford Motor Company

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

DATE 12/22/05  
TIME 920 AM

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

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

CASE NUMBER:  
(Número del Caso):

Superior Court of California, County of Riverside  
4050 Main St., (PO Box 431)  
Riverside, Ca. 92502-0431

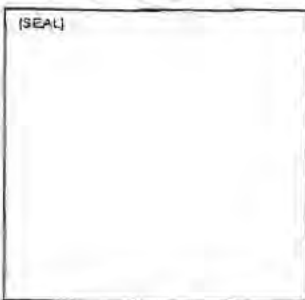
ff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Todd Friedman, Krohn and Moss, 5055 Wilshire Blvd. Suite 300, Los Angeles, CA 90036; 323-988-2400

K. DEMPS

DATE:  
(Fecha) AUG 12 2005

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED: You are served**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Ford Motor Company  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

1 Todd M. Friedman, Esq.- State Bar # 216752  
2 Krohn & Moss, Ltd.  
3 5055 Wilshire Blvd., Suite 300  
4 Los Angeles, CA 90036  
5 (323) 988-2400 x.226  
6 Attorneys for Plaintiffs, [REDACTED] and [REDACTED]

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

AUG 12 2005

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
UNLIMITED JURISDICTION

[REDACTED] and [REDACTED] ) Case No.: [REDACTED]  
[REDACTED] )  
Plaintiffs, ) COMPLAINT  
)  
vs. )  
10 FORD MOTOR COMPANY )  
11 Defendant )

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COMPLAINT

NOW COME the Plaintiffs, [REDACTED] and [REDACTED], by and through  
Plaintiffs' attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Defendant  
FORD MOTOR COMPANY, alleges and affirmatively state as follows:

PARTIES

1. Plaintiffs, [REDACTED] and [REDACTED] ("Plaintiffs"), are individuals who purchased subject vehicle in the State of California.
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a corporation Authorized to do business in the State of California 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

1 system of authorized dealerships, including Lake Elsinore Ford ("Seller"). Manufacturer does  
2 business in all counties of the State of California.

### 3 BACKGROUND

4 3. On or about August 3, 2003, Plaintiffs purchased from Seller a 2004 Ford Escape  
5 ("Escape"), manufactured by Manufacturer, Vehicle Identification No. 1FMYU02104K [REDACTED]  
6 for valuable consideration (Plaintiffs are unable to locate their purchase contract at this time but  
7 will produce same upon receipt. Notwithstanding, Defendant is in possession of said contract).

8 4. In consideration for the purchase of the Escape, Manufacturer issued and supplied  
9 to Plaintiffs several written warranties, including a three (3) year or thirty-six thousand (36,000)  
10 mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's  
11 Warranty Booklet.

12 5. On or about August 3, 2003, Plaintiffs took possession of the Escape and shortly  
13 thereafter experienced the various defects listed below that substantially impair the use, value  
14 and/or safety of the Escape.

15 6. The defects listed below violate the express written warranties issued to Plaintiffs  
16 by manufacturer, as well as the implied warranty of merchantability.

17 7. Plaintiffs brought the Escape to seller and/or other authorized service dealers of  
18 manufacturer for various defects, including, but not limited to the following:

- 19 a. Defective Transmission as evidenced by difficulty shifting out of park;
- 20 b. Defective Accelerator as evidenced by replacement of accelerator cable;
- 21 c. Defective Air Condition System as evidenced by failure to blow cold air;
- 22 d. Defective Engine as evidenced by ticking sounds, metal-on-metal noise during  
23 operation, tapping noise at idle, and failure of engine to regularly crank;
- 24 e. Defective Brakes as evidenced by failure of parking brake to restrain vehicle from  
25 rolling;
- f. Defective Interior as evidenced by malfunctioning rear lift gate latch release;
- g. Defective Weather Seals as evidenced by severe leak from front windshield; and

1 h. Any additional complaints made by our client, whether or not they are contained  
2 in your company's records or on any repair orders.

3 8. Plaintiffs provided Manufacturer through Seller and/or other authorized dealers of  
4 Manufacturer sufficient opportunities to repair the Escape.

5 9. Manufacturer, through its authorized dealers was unable and/or failed to repair the  
6 Escape within a reasonable number of attempts.

7 10. Plaintiffs justifiably lost confidence in the Escape's reliability and said defects  
8 have substantially impaired the value of the Escape to Plaintiffs.

9 11. Said defects could have not been discovered by Plaintiffs prior to Plaintiffs'  
10 acceptance of the Escape.

11 12. As a result of said defects, Plaintiffs revoked acceptance of the Escape in writing  
12 on July 8, 2005 (A copy of said letter is attached hereto and marked as Exhibit "A").

13 13. At the time of revocation, the Escape was in substantially the same condition as at  
14 delivery except for damage caused by its own defects and ordinary wear and tear.

15 14. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide  
16 Plaintiffs with the remedies Plaintiffs are entitled upon revocation.

17 15. The Escape remains in a defective and unmerchantable condition, and continues to  
18 exhibit the above mentioned defects that substantially impair its use, value and/or safety.

19 16. Plaintiffs have and will continue to be financially damaged due to Manufacturer's  
20 failure to comply with the provisions of its express and implied warranties.

21 17. Prior to filing this complaint, Plaintiffs attempted to submit to Manufacturer's  
22 informal dispute resolution program and were unsatisfied with the results therein.  
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**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**

1  
2  
3 18. Plaintiffs reallege and incorporate by reference as fully set forth herein,  
4 paragraphs 1-17 of this Complaint.

5 19. Plaintiffs are purchasers of a consumer product who received the Escape during  
6 the duration of a written warranty period applicable to the Escape and who are entitled by the  
7 terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

8 20. Manufacturer is a person engaged in the business of making a consumer product  
9 directly available to Plaintiffs.

10 21. Seller is an authorized dealership/agent of Manufacturer designed to perform  
11 repairs on vehicles under Manufacturer's automobile warranties.

12 22. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq.  
13 ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Escape was manufactured,  
14 sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

15 23. Plaintiffs' purchase of the Escape was accompanied by written factory warranties  
16 for any non-conformities or defects in materials or workmanship, comprising an undertaking in  
17 writing in connection with the purchase of the Escape to repair the Escape or take other remedial  
18 action free of charge to Plaintiffs with respect to the Escape in the event that the Escape failed to  
19 meet the specifications set forth in said undertaking.

20 24. Said warranties were the basis of the bargain of the contract between the Plaintiffs  
21 and Manufacturer for the sale of the Escape to Plaintiffs.

22 25. Said purchase of Plaintiffs' Escape was induced by, and Plaintiffs relied upon,  
23 these written warranties.  
24  
25

1 26. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in  
2 the written warranties.

3 27. As a direct and proximate result of Manufacturer's failure to comply with its  
4 express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §  
5 2310(d), Plaintiffs are entitled to bring suit for such damages and other equitable relief.

6 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 7 a. Return of all monies paid or in the alternative applicable damages pursuant to  
8 section 2714 of the Commercial Code, and all incidental and consequential  
9 damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
- c. Such other and further relief that the Court deems just and appropriate.

10  
11 **COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**

12 28. Plaintiffs reallege and incorporate by reference as through fully set forth herein,  
13 paragraphs 1-17 of this complaint.  
14

15 29. The Escape purchased by Plaintiffs was subject to an implied warranty of  
16 merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended  
17 consumer, Plaintiffs herein.

18 30. Manufacturer is a supplier of consumer goods as a person engaged in the business  
19 of making a consumer product directly available to Plaintiffs.

20 31. Manufacturer is prohibited from disclaiming or modifying any implied warranty  
21 when making a written warranty to the consumer or when Manufacturer has entered into a  
22 contract in writing within ninety (90) days of purchase to perform services relating to the  
23 maintenance or repair of a motor vehicle.  
24  
25

1 32. Pursuant to 15 U.S.C. § 2308, Plaintiffs' Escape was impliedly warranted to be  
2 substantially free of defects and non-conformities in both material and workmanship, and  
3 thereby fit for the ordinary purpose for which the Escape was intended.

4 33. The Escape was warranted to pass without objection in the trade under the  
5 contract description, and was required to conform to the descriptions of the vehicle contained in  
6 the contracts and labels.

7 34. The above described defects in the Escape render the Escape unfit for the ordinary  
8 and essential purpose for which the Escape was intended.

9 35. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have  
10 suffered and continues to suffer various damages.

11 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 12
- 13 a. Return of all monies paid or in the alternative applicable damages pursuant to  
14 section 2714 of the Commercial Code, and all incidental and consequential  
15 damages incurred;
  - b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
  - c. Such other and further relief that the Court deems just and appropriate.

16 **COUNT III**  
**REVOCATION OF ACCEPTANCE**

17 36. Plaintiffs reallege and incorporate by reference as though fully set forth herein,  
18 paragraphs 1-17 of this Complaint.

19 37. Manufacturer's tender of the Escape was substantially impaired to Plaintiffs.

20 38. Manufacturer's tender of the Escape, which was substantially impaired to  
21 Plaintiffs, constitutes a violation of 15 U.S.C. §2310(d).

22 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 23
- 24 a. Return of all monies paid or in the alternative applicable damages pursuant to  
25 section 2714 of the Commercial Code, and all incidental and consequential  
damages incurred;



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- b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
  - c. Such other and further relief that the Court deems just and appropriate.

**COUNT IV**  
**SONG - BEVERLY CONSUMER WARRANTY ACT**

39. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-17 of this Complaint.

40. Pursuant to Cal Civ. Code. § 1793.2, Plaintiffs have presented the Escape to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (for the above-mentioned defects that substantially affect the use, value and safety of the Escape.

41. Manufacturer, through Seller and/or other authorized dealerships, have been unable to repair said defects in a reasonable number of attempts.

42. Pursuant to Cal Civ. Code. § 1793.2, Plaintiff is entitled to a refund of the full purchase price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorney fees and costs.

43. Manufacturer has willfully violated the provisions of this act by knowing of its obligations to refund or replace Plaintiffs' vehicle, but failing to fulfill them.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of the Focus's purchase price and all incidental and consequential damages incurred by Plaintiffs;
- b. Return of all finance charges incurred by Plaintiffs for the Escape;
- c. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiffs; and
- d. A civil penalty pursuant to Cal. Civ. Code § 1794 (c).
- e. Such other and further relief that this Court deems just and appropriate.

COUNT V  
SONG –BEVERLY CONSUMER WARRANTY ACT

1  
2       44. Plaintiffs reallege and incorporate by reference as though fully set forth herein,  
3 paragraphs 1-17 of this Complaint.

4       45. The Escape purchased by Plaintiffs was subject to an implied warranty of  
5 merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the  
6 intended consumer, Plaintiffs herein.

7       46. Manufacturer is a supplier of consumer goods as a person engaged in the business  
8 of making a consumer product directly available to Plaintiffs.  
9

10       47. Manufacturer is prohibited from disclaiming or modifying any implied warranty  
11 under Cal. Civ. Code §1790.

12       48. Pursuant to Cal. Civ. Code §1790, Plaintiffs' Escape was impliedly warranted to  
13 be fit for the ordinary use for which the Escape was intended.

14       49. The Escape was warranted to pass without objection in the trade under the  
15 contract description, and was required to conform to the descriptions of the vehicle contained in  
16 the contracts and labels.

17       50. The above described defects in the Escape caused it to fail to possess even the  
18 most basic degree of fitness for ordinary use.

19       51. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have  
20 suffered and continues to suffer various damages.  
21

22       WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 23       a. Return of all monies paid or in the alternative applicable damages pursuant to  
24 section 2714 of the Commercial Code, and all incidental and consequential  
25 damages incurred;  
      b. All reasonable attorneys' fees, witness fees and all court costs and other costs;  
      c. Such other and further relief that the Court deems just and appropriate.

PLAINTIFFS HEREBY REQUEST A JURY TRIAL IN THIS MATTER.

Dated this 10<sup>th</sup> day of August, 2005

Todd M. Friedman  
Attorney for Plaintiffs,  
[REDACTED] and  
[REDACTED]

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EXHIBIT A

COMPLAINT

# Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Indiana, Illinois, Missouri, Ohio, Wisconsin)  
5055 Wilshire Boulevard, Suite 300  
Los Angeles, CA 90036  
www.krohnandmoss.com

Writer's Direct Number  
(323) 988-2400 x226  
Writer's Direct Facsimile  
(866) 431-5576  
Writer's Direct E-Mail  
friedman@consumerlawcenter.com

Writer licensed to practice only in:  
California  
Illinois

July 8, 2005

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

RE: [REDACTED] and [REDACTED] v. Ford Motor Company  
Vehicle: 2004 Ford Escape  
VIN: 1FMYU02104K [REDACTED]  
Our File No.: [REDACTED]

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("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 as such.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective Transmission as evidenced by difficulty shifting out of park;
2. Defective Accelerator as evidenced by replacement of accelerator cable;

July 8, 2005

3. Defective Air Condition System as evidenced by failure to blow cold air;
4. Defective Engine as evidenced by ticking sounds, metal-on-metal noise during operation, tapping noise at idle, and failure of engine to regularly crank;
5. Defective Brakes as evidenced by failure of parking brake to restrain vehicle from rolling;
6. Defective Interior as evidenced by malfunctioning rear lift gate latch release;
7. Defective Weather Seals as evidenced by severe leak from front windshield; 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 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.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or 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,

Todd M. Friedman  
Attorney at Law

TMF/dw

cc: [REDACTED] & [REDACTED]

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE



NOTICE OF CIVIL CASE MANAGEMENT RULES

**SERVICE:** Unless otherwise permitted by the court, the plaintiff must serve each defendant with the complaint and a copy of this Notice of Civil Case Management Rules, the Notice of Assignment and the Alternative Dispute Resolution (ADR) packet. The plaintiff must file proof of service within 60 days of the filing of the complaint. If the complaint is amended to add a new defendant, the plaintiff must serve the defendant (as described above) and subsequently file proof of service within 30 days of the filing of the amended complaint.

Upon the filing of a cross-complaint, the cross-complainant must serve each new party with the cross-complaint and a copy of this Notice of Civil Case Management Rules, Notice of Assignment, and the Alternative Dispute Resolution (ADR) packet. The cross-complainant must file proof of service within 30 days of the filing of the cross-complaint. If a party has previously appeared in the action, a proof of service must accompany the cross-complaint at the time of filing.

**DEFAULT:** If a responsive pleading is not filed and served within the specified time, the plaintiff must file a Request for Entry of Default no later than 10 days after the responsive pleading was due.

**CASE MANAGEMENT CONFERENCE:** Parties must meet and confer, in person or by telephone, at least 30 days before the Case Management Conference. No later than 15 days prior to the Case Management Conference, each party must file a Case Management Statement with the Court and serve it on all parties in the action. Parties are encouraged to file a joint Case Management Statement, in lieu of each party filing a separate statement. Parties must use the mandatory Case Management Statement (Judicial Council form CM-110). Each party who has appeared in the action must be present at the Case Management Conference.

**SANCTIONS:** The Court may impose monetary sanctions if a party fails to comply with these requirements or any other state or local rules.

## CIVIL CASE MANAGEMENT RULES

Effective July 1, 2002, Judicial Council has adopted new uniform Rules of Court that govern civil case management. Many obsolete provisions relating to case management have been eliminated. The amended rules were designed to establish uniformity throughout the state in the review of civil cases; ensure most civil cases are reviewed within six (6) months of filing; establish uniform time frames for service of pleadings; and provide for a standard civil case management form that will replace local forms.

The following is a summary of the changes in the Rules of Court (CRC) as they relate to case management:

### RULE 201.7 - TIME FOR SERVICE

- (b) SERVICE OF THE COMPLAINT: The complaint must be served on all named defendants and proofs of service must be filed with the court, within 60 days after the filing of the complaint.
- (c) SERVICE OF THE CROSS-COMPLAINT: A cross-complaint against a party who has appeared in the action must be accompanied by a proof of service at the time it is filed. If the cross-complaint adds new parties, it must be served and proof of service filed with the court within 30 days of the filing of the cross-complaint.
- (d) RESPONSIVE PLEADINGS: Responsive pleadings must be filed within 30 days after service of the initial complaint. The parties may stipulate without leave of court to one 15-day extension beyond the 30 day time period.
- (e) MODIFICATION/ORDER EXTENDING TIME: The court on its own motion or on the application of a party, may extend the times for service of the complaint, cross-complaint, or time period prescribed for a response.
- (f) SANCTIONS FOR FAILURE TO SERVE: Unless authorized by the court, the failure to serve and file pleadings within the time limits described herein may result in an Order to Show Cause why sanctions shall not be imposed.
- (g) REQUEST FOR ENTRY OF DEFAULT: If a responsive pleading is not served within the time limits specified and there is no stipulation or court order extending time, the plaintiff must file a request for entry of default within 10 days after the time for service has elapsed.
- (h) DEFAULT JUDGMENT: When default is entered, the plaintiff must obtain a default judgment against the defaulting party within 45 days after the entry of default, unless an extension of time has been granted.



- (i) ORDER TO SHOW CAUSE: When the court issues an Order to Show Cause (OSC), responsive papers to the OSC must be filed and served **no less than 5** calendar days before the hearing.

#### RULE 201.8 - CIVIL CASE COVER SHEET REQUIRED

- (a) The first paper filed in an action must be accompanied by a Civil Case Cover Sheet on the form prescribed by Judicial Council. If the plaintiff indicates on the cover sheet that the case is complex under rule 1800 et seq., the plaintiff must serve a copy of the cover sheet with the complaint.
- (c) If a party fails to do so or provides a defective or incomplete cover sheet at the time of filing, the clerk of the court must file the paper. Failure to file a cover sheet as required by this rule may subject that party to sanctions.

#### RULE 201.9 – INFORMATION ABOUT ALTERNATIVE DISPUTE RESOLUTION

- (a) Each court must make available to the plaintiff, at the time of filing of the complaint, an Alternative Dispute Resolution (ADR) information package that includes general information about the potential advantages and disadvantages of ADR and available programs in the court.
- (c) The plaintiff must service a copy of the ADR information package on each defendant along with the complaint.

#### RULE 207 – APPLICATION EXCEPTIONS

- (a) The rules in this chapter apply to all general civil cases.
- (b) “General Civil” means all civil cases except probate, guardianship, conservatorship, family law, juvenile, small claims, unlawful detainer and other civil petitions.
- (c) Rules in this chapter do not apply to a case designated as “uninsured motorist” until 180 days after designation.

#### RULE 209 – CIVIL CASES AT ISSUE

- Rule 209 as it relates to At-Issue Memorandums has been deleted in its entirety, therefore the parties are no longer required to file an At-Issue Memorandum when the case is at issue.

RULE 212 – CASE MANAGEMENT CONFERENCE; MEET AND CONFER  
REQUIREMENT; AND CASE MANAGEMENT ORDER

- (a) INITIAL REVIEW: In every general civil case, except those exempted, the court must review the case no later than 180 days after the filing of the initial complaint.
- (b)(1) CASE MANAGEMENT CONFERENCE: In each case, the court must set a Case Management Conference (CMC) to review the case. Notice of the date of the CMC must be given to all parties no later than 45 days before the conference.
  - (2) If upon review of the Case Management Statement (CMS), the court determines that appearances at the CMC are not necessary, the court may issue a Case Management Order (CMO) and notify the parties that an appearance is not necessary.
- (g)(1) CASE MANAGEMENT STATEMENT: No later than 15 calendar days before the date set for the CMC, each party must file a Case Management Statement (CMS) and serve it on all other parties in the case.
  - (2) In lieu of each party filing a separate CMS, any two or more parties may file a joint statement.
- CASE MANAGEMENT ORDER: The court must enter a case management order setting a schedule for subsequent proceedings and otherwise providing for the management of the case.

RULE 222 – MANDATORY SETTLEMENT CONFERENCES

- (c) No later than 5 court days before the date set for the Settlement Conference, each party must submit to the court and serve on each party a Mandatory Settlement Conference Statement.

RULE 225 – DUTY TO NOTIFY COURT AND OTHERS OF SETTLEMENT OR  
STAY

- (c) If the settlement agreement conditions dismissals on the satisfactory completion of specified terms that are not to be performed within 45 days of the settlement, the notice of conditional settlement must specify the date by which the dismissal is to be filed. If the plaintiff does not file a request for dismissal within 45 days after the dismissal date specified in the notice, the court must dismiss the case unless good cause is shown why the case should not be dismissed.

THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

You Don't  
Have to Sue

Here are Some Other Ways



To Resolve a Civil Dispute

## Introduction

Did you know that most civil lawsuits settle without a trial?

In addition, did you know that there are a number of ways to resolve civil disputes without having to sue somebody?

These alternatives to a lawsuit are known as alternative dispute resolution (ADR). The most common forms of ADR are Mediation, Arbitration, and Settlement Conferences. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities, through dispute resolution programs and private neutrals.

## Advantages of ADR

ADR can have a number of advantages over a lawsuit.

- ADR can be speedier. A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- ADR can save money. Court costs, attorney fees, and expert fees can be saved.
- ADR can permit more participation. The parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- ADR can be flexible. The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.
- ADR can be cooperative. This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- ADR can reduce stress. There are fewer, if any court appearances. In addition, because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.
- ADR can be more satisfying. For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

## Disadvantages of ADR

- ADR may not be suitable for every dispute.
- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

## Three Common Types of ADR

This pamphlet describes the forms of ADR most often found in the California State Courts and discusses when each may be right for a dispute.

### • Mediation

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved. The parties do.

Mediation is a cooperative process, in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other, where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how each other sees things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or cannot have enough bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

## • Arbitration

In Arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation, where the mediator helps the parties reach their own resolution. Arbitration normally is more informal, much speedier, and less expensive than a lawsuit. Because of the large number of cases awaiting trial in many courts, a dispute normally can be heard much more quickly by an arbitrator than by a judge. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records), rather than by testimony.

There are two kinds of arbitration in California. Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and, normally, is binding. In most cases, "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision. By contrast, a decision by an arbitrator in a case referred by the courts, known as "judicial arbitration," is not binding, unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to resolve their dispute by themselves, or with the aid of a neutral.

## • Settlement Conferences

In a Settlement Conference a neutral, who conducts the conference, meets with both sides and confers with each, often separately, to attempt to get the parties to evaluate and re-evaluate their case so as to achieve a negotiated settlement. Essentially, the neutral simply assists the parties to negotiate a resolution. Settlement conferences may occur at any time in the course of the dispute or litigation, and often are required as a case nears trial.

## Additional Information

There are several other types of ADR besides mediation and arbitration. Some of these are conciliation, case evaluation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering. Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge. You may wish to seek the advice of any attorney as to your legal rights and other matters relating to the dispute.

## Whom Do You Call?

To locate a dispute resolution program or neutral in our community:

- California Department of Consumer Affairs  
Consumer Information Center  
Toll free, -800-952-5210

-or-

The Riverside County Bar Association  
Dispute Resolution Program  
4129 Main Street, Suite 100  
Riverside, California 92501  
909-682-1015

(Civil Cases, exclusive of Family Law  
Cases)

The Department of Community Action  
Dispute Resolution Program  
2038 Iowa Ave., Suite B-102  
Riverside, CA 92507  
909-955-4900  
909-955-4901

(Small Claims Cases, Civil Cases and  
Civil Harassment Cases)

In addition, you may look in the telephone book or legal directory for organizations who provide private mediation/arbitration.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):	FOR COURT USE ONLY
ATTORNEY FOR (Name): <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b> Street Address: Mailing Address: City and Zip Code: Branch Name:	
PLAINTIFF:  DEFENDANT:	
<b>STIPULATION AND ORDER TO PARTICIPATE IN ARBITRATION</b>	CASE NUMBER:

CASE MANAGEMENT CONFERENCE DATE (date): \_\_\_\_\_

The parties in the above entitled action hereby stipulate to participate in arbitration proceedings. Each party having full authority to resolve the dispute agrees to be adequately prepared to meaningfully participate in the arbitration process and will fully cooperate with the arbitrator in scheduling the arbitration hearing.

\_\_\_\_\_  
 Name of Party Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

\_\_\_\_\_  
 Name of Party Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

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 Signature of Party or Attorney

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 Name of Party Stipulating to Arbitration  
 Plaintiff Defendant Other:

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 Print Name of Party or Attorney

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 Signature of Party or Attorney

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 Name of Party Stipulating to Arbitration  
 Plaintiff Defendant Other:

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 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

\_\_\_\_\_  
 Name of Party Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

**IT IS SO ORDERED:**

Arbitration to be completed by (date): \_\_\_\_\_

Date: \_\_\_\_\_

071102 - CRC201.9(a)

\_\_\_\_\_  
 Judge of the Superior Court



CASE NAME:	CASE NUMBER:
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\_\_\_\_\_  
 Name of Parting Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

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 Name of Parting Stipulating to Arbitration  
 Plaintiff Defendant Other:

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 Print Name of Party or Attorney

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 Plaintiff Defendant Other:

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 Print Name of Party or Attorney

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 Signature of Party or Attorney

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 Name of Parting Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

\_\_\_\_\_  
 Name of Parting Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

\_\_\_\_\_  
 Name of Parting Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

\_\_\_\_\_  
 Name of Parting Stipulating to Arbitration  
 Plaintiff Defendant Other:

\_\_\_\_\_  
 Print Name of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

---

**STIPULATION TO PARTICIPATE IN ARBITRATION**  
 ADDITIONAL PAGE

# Case Management Order Worksheet

Case Name: \_\_\_\_\_ Case #: \_\_\_\_\_ CMC date: \_\_\_\_\_  
Appearance at CMC  is  is not required.

## ----- STATUS -----

Case is NOT at-issue due to following parties not yet being served and/or defaulted.

- defendant(s) \_\_\_\_\_
- cross-defendant(s) \_\_\_\_\_
  
- OSC re: Service set for \_\_\_\_\_
- OSC re: Failure to take default set for \_\_\_\_\_
  
- CMC continued to \_\_\_\_\_

## ----- ADR -----

- Matter referred to non-binding judicial arbitration. Parties are to contact the clerks office to select arbitrator within 5 days of this order. Parties are to complete arbitration by \_\_\_\_\_
- By voluntary agreement of all parties, case is referred to BINDING arbitration. Arbitration to be completed by \_\_\_\_\_
- By voluntary agreement of all parties, mediation is to be completed by \_\_\_\_\_
- By voluntary agreement of all parties, case is accepted into the court-sponsored mediation program. Mediation to be completed by \_\_\_\_\_
  
- CMC continued to \_\_\_\_\_

## ----- TRIAL -----

- No trial date set at this time.
- Trial date set for \_\_\_\_\_ time \_\_\_\_\_ Dept \_\_\_\_\_  
Est. days for trial \_\_\_\_\_
  
- jury  non-jury  Jury trial demanded by P D (circle all applicable)  
names of parties demanding jury \_\_\_\_\_
  
- MSC set for: date \_\_\_\_\_ time \_\_\_\_\_ Dept \_\_\_\_\_
- TMC set for: date \_\_\_\_\_ time \_\_\_\_\_ Dept \_\_\_\_\_

*(clerk to add names and addresses of Trial Attys as listed on CMS's)*

## ----- OTHER -----

- Case stayed by order of Bankruptcy Court. OSC re: dismissal for failure to obtain relief from stay set for \_\_\_\_\_
- Other: \_\_\_\_\_

### ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/1/2005 CLOSED	[REDACTED] DRP-VEHICLE REPLACEMENT REQUEST	1FMYU02104K [REDACTED] 594801785	2004 ESCAPE	06
8/11/2005 CLOSED	[REDACTED] LEGAL - OTHER ATTORNEY DEMAND	1FMYU02104K [REDACTED] 594801785	2004 ESCAPE	07
6/28/2005 CLOSED	[REDACTED] LEGAL - ALLEGED - NON-SERIOUS INJURY	1FMYU02104K [REDACTED] 594801785	2004 ESCAPE	07

Ford Confidential

## All Action Details for Issue

Print

VIN: 1FMYU02104K [REDACTED] Year: 2004 Model: ESCAPE Case [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-10-24  
 Symptom Desc: ENG SPEED-UP IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: DRP-VEHICLE REPLACEMENT REQUEST Secondary Phone:  
 Issue Type: 06 BBB AUTO LINE Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY  
 Dealer: Origin Desc: BETTER BUSINESS BUREAU  
 Odometer: 33187 MI Comm Type: MAIL  
 Analyst Name: TELLO, GUSTAVO Analyst: G-TELLO  
 Action Date: 07/13/2005 Action Time: 10.51.26.835 Action Data: No

Comments NEW CASE: FRD0580694. CONSUMER'S ATTORNEY: TODD FRIEDMAN.

Action: OPEN - CABBB CASE ELIGIBLE  
 Dealer: Origin Desc: BETTER BUSINESS BUREAU  
 Odometer: 33187 MI Comm Type: MAIL  
 Analyst Name: FELIX-ROMERO, JESSICA Analyst: J-FELIXR  
 Action Date: 07/14/2005 Action Time: 14.36.11.461 Action Data: No

Comments WITHIN 3/36

Action: FIELD E-MAIL SENT - DSB  
 Dealer: Origin Desc: CONSUMER AFFAIRS-DISPUTE  
 Odometer: 33187 MI Comm Type: EMAIL RESOLUTION PROGRAM  
 Analyst Name: BUCKMAN Analyst: LBUCKMAN  
 (LBUCKMAN),LYNNE  
 Action Date: 07/15/2005 Action Time: 10.38.07.145 Action Data: No

Comments BBB CASE OPENED ON 7/14/05

Action: FIELD E-MAIL SENT - DSB  
 Dealer: Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
 Odometer: 33187 MI Comm Type: OTHER PROGRAM  
 Analyst Name: SMITH, ERIKA Analyst: E-SMIT55  
 Action Date: 08/30/2005 Action Time: 09.46.47.074 Action Data: No

Comments DRS (SMITH) TOOK OVER CASE

Action: ARBITRATION DECISION-DENIAL  
 Dealer: Origin Desc: BETTER BUSINESS BUREAU  
 Odometer: 33187 MI Comm Type: MAIL  
 Analyst Name: LOCKETT, VICKY Analyst: V-LOCKE2  
 Action Date: 09/01/2005 Action Time: 10.28.35.670 Action Data: No

Comments DENIAL DECISION RENDERED

All Action Details for Issue

Print

VIN: 1FMYL02104K [REDACTED]	Year: 2004	Model: ESCAPE	Case: [REDACTED]
Name: [REDACTED]	Owner Status: Original	WSD: 2003-10-24	
Symptom Desc: NOISE ENGINE (LOWER)		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND		Secondary Phone:	
Issue Type: 07 LEGAL	Issue Status: CLOSED		

<b>Action:</b> OPEN LEGAL CONTACT - ATTORNEY DEMAND		
<b>Dealer:</b> 03814 LAKE ELSINORE FORD, INC.	<b>Origin Desc:</b> CONSUMER AFFAIRS - LITIGATION PREVENTION-FD	
<b>Odometer:</b> 32517 MI	<b>Comm Type:</b> MAIL	
<b>Analyst Name:</b> ROQUEMORE (TROQUEMO),TANYA	<b>Analyst:</b> TROQUEMO	
<b>Action Date:</b> 07/14/2005	<b>Action Time:</b> 15.27.56.092	<b>Action Data:</b> Yes

**Comments** \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMP: 7/12/05. ATTORNEY ALLEGES CLIENTS VEHICLE HAS BEEN SERVICED FOR ENGINE, TRANSMISSION, BRAKE AND OTHER VARIOUS CONCERNS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	KROHN & MOSS
ATTORNEY NAME	TODD FRIEDMAN
ATTORNEY PHONE NUMBER	8664315575
ANALYST ID	RGRAHA41

<b>Action:</b> SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY		
<b>Dealer:</b> 03814 LAKE ELSINORE FORD, INC.	<b>Origin Desc:</b> CONSUMER AFFAIRS - LITIGATION PREVENTION	
<b>Odometer:</b> 32517 MI	<b>Comm Type:</b> FAX	
<b>Analyst Name:</b> GRAHAM, ROCHELLE	<b>Analyst:</b> RGRAHA41	
<b>Action Date:</b> 07/15/2005	<b>Action Time:</b> 10.47.21.341	<b>Action Data:</b> No

**Comments** FAXED ACK. LETTER TO ATTORNEY.

<b>Action:</b> CLOSING COMMENTS - DENIAL - BASED ON LITIGATION PREVENTION REVIEW		
<b>Dealer:</b> 03814 LAKE ELSINORE FORD, INC.	<b>Origin Desc:</b> CONSUMER AFFAIRS - LITIGATION PREVENTION	
<b>Odometer:</b> 33187 MI	<b>Comm Type:</b> MAIL	
<b>Analyst Name:</b> GRAHAM, ROCHELLE	<b>Analyst:</b> RGRAHA41	
<b>Action Date:</b> 08/11/2005	<b>Action Time:</b> 11.27.43.329	<b>Action Data:</b> No

**Comments** CONTACTED BILL, SM AT DLR, REGARDING REPAIR HISTORY... INFO OBTAINED. SENT ATTORNEY LETTER DENYING REQUEST FOR VEHICLE REPURCHASE.

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMYU02104K [REDACTED] Year: 2004 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2003-10-24  
Symptom Desc: ENG SPEED-UP SUDDEN ACCEL WARM Primary Phone: [REDACTED]  
Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY Secondary Phone:  
Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION IS FOWARDED TO OUR PRODUCT CLAIMS GROUP  
Dealer: 03814 LAKE ELSINORE FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 34000 MI Comm Type: PHONE  
Analyst Name: NARAYAN PRABHA Analyst: PNARAYA4  
Action Date: 06/27/2005 Action Time: 16.31.19.760 Action Data: No

Comments CUSTOMER SAID: LAST THUR, VEH WAS INVOLVED IN AN ACCIDENT IN A PARKING LOT.- WHEN CUST WANTED TO PUT VEH INTO PARK- VEH JUMPED & CUST HEARD A FUNNY NOISE- VEH ACCELERATED & TOOK OFF.- CUST WAS UNABLE TO CONTROL- VEH HIT A BIG POLE. VEH IS IN A REPAIR FACILITY.- POLICE REPORT DID NOT GIVE A REPORT.- CUST WAS INJURED, USING RIGHT HAND & FOOT LIMITEDLY.- CUST HAS CONTACTED THE INSURANCE COMPANY- INSURANCE COMPANY WILL COVER THE REPAIRS- STILL AWAITING A CALL BACK FROM THE LEGAL DEPT.DEALER SAID: - LAKE ELSINORE FORD, INC. 31500 CASINO DRIVE LAKE ELSINORE, CA 92530 TEL: (800) 440-2531CRC ADVISED: - THIS INFORMATION WILL BE FORWARDED TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY WILL CONTACT IN TWO BUSINESS DAYS.

Action: SEND ACKNOWLEDGEMENT LETTER TO CUSTOMER  
Dealer: 03814 LAKE ELSINORE FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
Odometer: 34000 MI Comm Type: MAIL  
Analyst Name: FONSECA, LOURDES Analyst: LFONSECA  
NEARON (L.C.)  
Action Date: 06/28/2005 Action Time: 11.35.40.092 Action Data: No

Comments LPA WILL SEND LETTER REQUESTING INFO REGARDING ALLEGED INJURY.

Action: CLOSING COMMENTS - AWAITING RECONTACT CUSTOMER/DEALER/REGION  
Dealer: 03814 LAKE ELSINORE FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
Odometer: 34000 MI Comm Type: MAIL  
Analyst Name: FONSECA, LOURDES Analyst: LFONSECA  
NEARON (L.C.)  
Action Date: 06/28/2005 Action Time: 11.36.10.816 Action Data: No

Comments LPA WILL SEND LETTER REQUESTING INFO REGARDING ALLEGED INJURY.

Ford Confidential



LAW OFFICES OF  
**AARON & QUIRK**  
A PARTNERSHIP OF  
PROFESSIONAL CORPORATIONS

RECEIVED  
FEB 02 2006

Thomas E. Quirk

Board Certified, Civil Trial Law  
Texas Board of Legal Specialization

901 N.E. LOOP 410, SUITE 903  
San Antonio, Texas 78209-1307

Telephone (210) 820-0211  
Facsimile (210) 820-0214  
E-mail: [tq@aaron-quirk.com](mailto:tq@aaron-quirk.com)

January 26, 2006

519493

Ford Motor Company  
Parklane Towers West  
3 Parklane Blvd., Ste. 300  
Dearborn, MI 48126-2568

Re:    Date of Loss:            December 13, 2004  
       Our File No.:            [REDACTED]  
       Insurance Co.:          USAA  
       Insured:                 [REDACTED]  
       Claimant:                Ford Motor Company

Dear Gentlemen:

This firm has been retained by USAA to pursue its subrogation rights in connection with its policy with [REDACTED] for the accident that occurred on December 13, 2004.

The total property damage suffered by [REDACTED] is \$16,550.78. Unless we hear from you within the next ten (10) days, we have been instructed to file a lawsuit against you seeking such damages. If at the time of the accident you were covered by liability insurance, please forward this letter to your insurance company.

We look forward to hearing from you soon. With best wishes, we remain

Very truly yours,

LAW OFFICES OF AARON & QUIRK

*Thomas E. Quirk*

Thomas E. Quirk

TEQ:df





9800 Fredericksburg Road  
San Antonio, Texas 78288

Subro

CONSUMER AFFAIRS  
FORD MOTOR COMPANY  
P. O. BOX 6248 MD-3NE-B  
DEARBORN, MI 48126

October 24, 2005

Reference: Request for payment

NOTE TO 1 2005  
*[Handwritten signature]*

Sir/Madam,

We reimbursed our insured for damages sustained as a result of the loss listed below. Our investigation shows that your insured is at fault. This is notification that we intend to recover the amount we paid.

USAA policyholder:	[REDACTED]
Claim #:	[REDACTED]
Date of loss:	December 13, 2004
Loss location:	Allen, Texas
USAA Tax ID:	[REDACTED]
Your policyholder:	Ford Escape
Your reference #:	VIN-1FMYU03173K [REDACTED]

We ask that you not settle the claim with our insured without protecting our recovery rights. Please see the attached page for additional details.

If you have questions, please call (800) 531-8222.

Sincerely,

*Teresa Stringer*

Teresa F. Stringer  
Subrogation Department  
USAA County Mutual Insurance Company

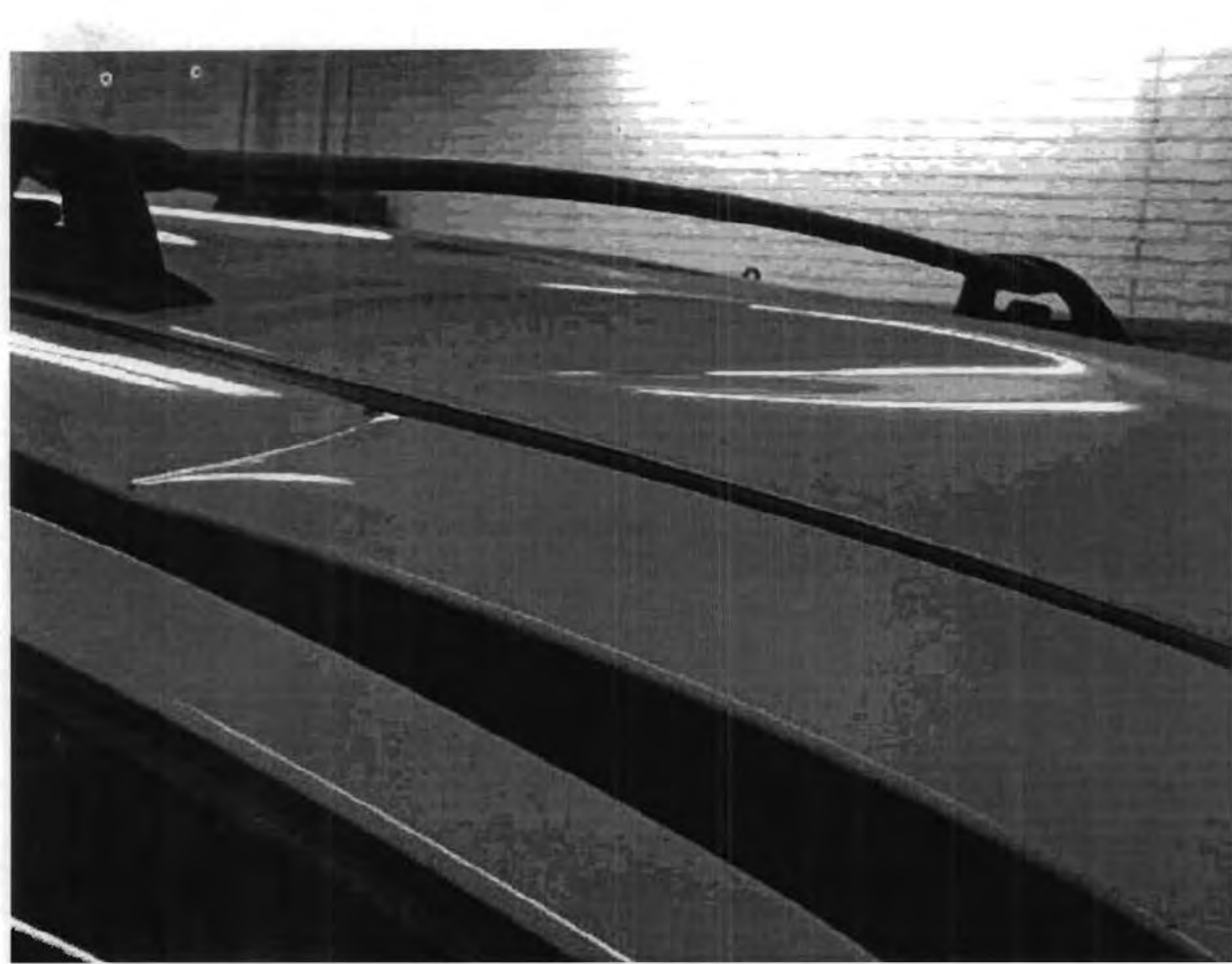
Enc: Support Docs

USAA claim #: 2732395-7103-14-7643  
Your reference #: VIN-1FMYU03173K [REDACTED]

USAA amount paid	\$	18,235.11
Insured's deductible	\$	500.00
Rental/loss of use		0
Subtotal	\$	18,735.11
Less net salvage	\$	-2,184.33
Total payment requested	\$	16,550.78

- Make your certified check or money order payable to: **USAA as subrogee of our policyholder.**
- Provide claim # [REDACTED] on your check or money order.
- Send payment to: **ATTN: Insurance Claims**  
**USAA**  
**P.O. Box 33490**  
**San Antonio, Texas 78265-3490**

Any payment less than the full amount that we have requested will not satisfy our claim. We will not waive our legal rights to enforce collection of the remaining unpaid amount unless we provide you a written release.





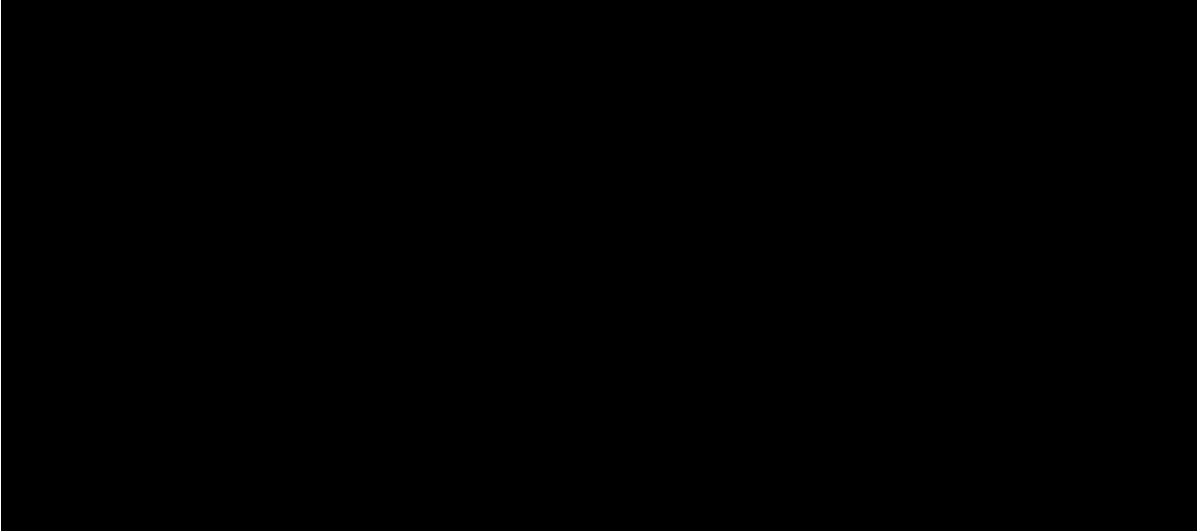














February 14, 2005

FORD MOTOR COMPANY  
P O BOX 1904  
DEARBORN, MI 48121

CONSUMER AFFAIRS  
SECTION

5 FEB 23 PT

RE: Insured: [REDACTED]  
Policy Number: [REDACTED]  
Claim Number: [REDACTED]  
Date of Loss: September 12, 2004  
Amount Due: \$11,234.20

RECEIVED  
FEB 23 2005

Dear Ford Motor Company:

We insure the party named above and have, or will, pay for damages resulting from this loss. By the terms of our policy, our insured's right of claim is assigned to us.

RECEIVED  
FEB 23 2005  
OFFICE  
GENERAL C

- Our claim is for the damages to our insured's property
- Our claim is for injuries sustained by our insured.
- Other \_\_\_\_\_

From the information we now have, it appears you were responsible for the loss and we will, therefore, be entitled to recover the amount of damages from you.

In order that we may handle this with as little inconvenience to you as possible, we ask that you complete the following information and return it to us in the self-addressed envelope enclosed.

Very truly yours,

KATHY HILL  
Claims Representative  
1-800-503-3724, Ext. 6548

— Name of Insurance Co. \_\_\_\_\_

Address of Insurance Co. \_\_\_\_\_

Their Phone No. \_\_\_\_\_ Claim No \_\_\_\_\_

Your Insurance Agents Name/address \_\_\_\_\_

Policy No. \_\_\_\_\_

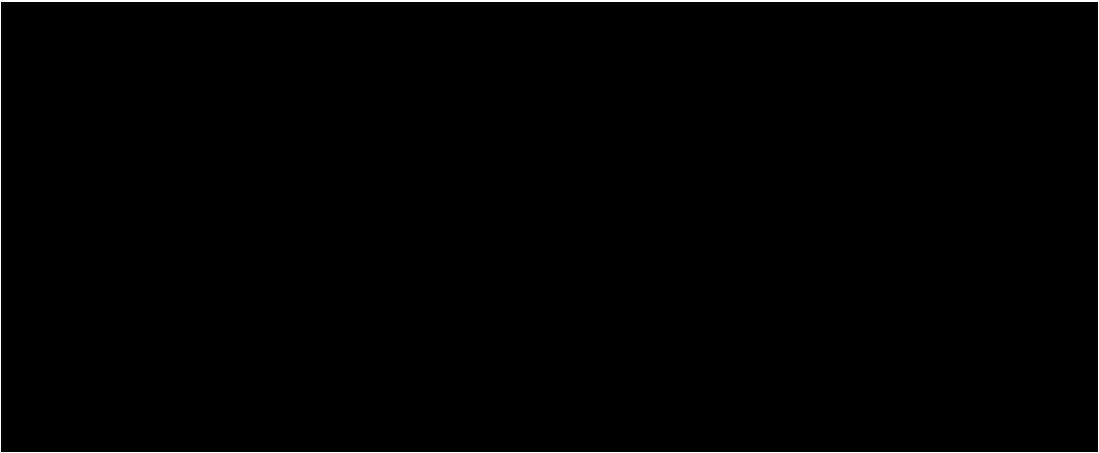
— I have reported this accident to my insurance company: \_\_\_ Yes \_\_\_ No.

— I do not carry Auto Liability Insurance but I am interested in making payments.

Signature \_\_\_\_\_ Date \_\_\_\_\_

C-19 TX Rev 7/2001

P.O. Box 25530, Oklahoma City, OK 73125-0530 • (405)621-6802 • (800)503-3724 • Fax: (405)621-6830





Insurance & Financial Services

CONSUMER AFFAIRS SECTION

14867 W. 95th  
Lenexa, KS 66215  
tel (913) 894-0700  
fax (913) 894-2165  
www.countryfinancial.com

5 FEB -1 A9:59

January 26, 2005

FORD MOTOR CO  
CONSUMER AFFAIRS  
PO BOX 6248  
MD-3NE-B  
DEARBORN MI 48126

RECEIVED  
FEB 01 2005

RE: Our Claim # : [REDACTED]  
Our Insured : [REDACTED]  
Loss Date : January 8, 2005

FORD MOTOR COMPANY  
RECEIVED  
FEB 02 2005  
OFFICE OF  
GENERAL COUNSEL

To Whom It May Concern:

This letter is to place you on notice of the above accident occurring as a result of the recall involving the 2002-2004 Ford Escapes.

[REDACTED] claims the accelerator stuck on his 2004 Ford Escape, VIN # 1FMYU93154K [REDACTED] which caused the accident of January 8, 2005.

To date, Country Insurance has paid \$18,236.00, as the vehicle was ruled a total loss. We will be looking to you for reimbursement of the above amount and any future expenses paid for this loss.

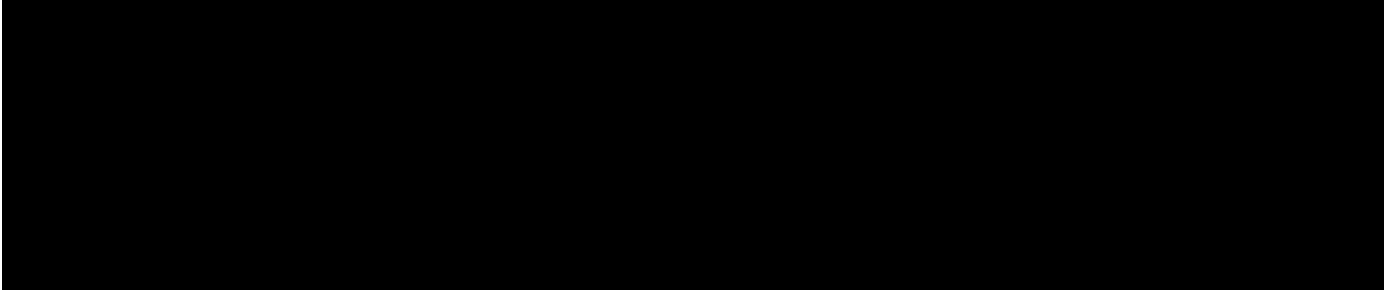
The vehicle is currently located at Blue Springs Ford in Blue Springs, Missouri. Please contact our office to coordinate an inspection between our certified mechanic and your company.

If you require any further information concerning this matter, please contact our office at the number listed below. Our office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday.

Sincerely,

COUNTRY Mutual Insurance Company

Tracey Emerson  
Field Claims Representative  
877-303-1983 x225



**SUMMONS  
(CITACION JUDICIAL)**

5/29 10:45 AM

SUM-100

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

HUNTINGTON BEACH FORD, formerly known as POWER FORD, an unknown business entity; FORD MOTOR COMPANY, a Corporation doing business in California; and DOES 1 through 100, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

an individual,

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

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MAY 17 2007

ALAN SLATER, Clerk of the Court

BY: Y. MEJIA DEPUTY

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

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

CASE NUMBER (Número del caso): **07CC05999**

700 Civic Center  
La. Ca 92701

JUDGE ANDREW P. BANKS  
DEPT. 06

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Michael D. Weinreb, Esq.  
WEINREB & WEINREB  
19400 Business Center Drive, Suite 102  
(818) 886-6600

YOLANDA MEJIA

DATE: MAY 17 2007

Clerk, by ALAN SLATER Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

**NOTICE TO THE PERSON SERVED: You are served**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Ford Motor Company.  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservator)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):



1 MICHAEL D. WEINREB, ESQ. (SBN 132880)  
WEINREB & WEINREB  
2 19400 Business Center Drive, Suite 102  
Northridge, California 91324  
3 Telephone: (818) 886-6600  
Facsimile: (818) 772-9739

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MAY 17 2007

ALAN SLATER, Clerk of the Court

BY: Y. MEJIA DEPUTY

4 Attorneys for Plaintiff,  
5 [REDACTED]

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF ORANGE, WEST ORANGE JUDICIAL DISTRICT**

11 [REDACTED], an individual,  
12 Plaintiff,

11 [REDACTED]  
12 CASE NO. [REDACTED]  
13 **COMPLAINT FOR DAMAGES**  
14 (1) **Negligence**  
15 (2) **Strict Product Liability**

13 vs.

14 HUNTINGTON BEACH FORD, formerly  
15 doing business as POWER FORD, an  
unknown business entity; FORD MOTOR  
16 COMPANY, a Corporation doing business  
in California, and DOES 1 through 100,  
17 inclusive,

JUDGE ANDREW P. BANKS  
DEPT. C6

18 Defendants.

19  
20 Come now plaintiff, [REDACTED], who complains and alleges as follows:

21 **GENERAL ALLEGATIONS**

- 22 1. At all times herein mentioned, plaintiff, [REDACTED], was and is a  
23 resident of the County of Orange, State of California.  
24 2. Plaintiff is informed and believes, and thereon alleges, that at all times  
25 herein mentioned, defendant, FORD MOTOR COMPANY, is a Corporation, and DOES  
26 1 through 100, inclusive, was and is a corporation authorized to do and are doing business  
27 in the State of California, and that said Defendant has regularly conducted business in,  
28 and has intentionally placed products in the stream of commerce whose destination have

1 been and continue to be the City and County of Orange and other cities and counties in  
2 the State of California. Plaintiff is informed and believes and thereon alleges that  
3 Defendants and each of them were engaged in the business of selling products in the  
4 United States, and the State of California as more specifically outlined above.

5 3. Plaintiff is informed and believes, and thereon alleges, that at all times  
6 herein mentioned, defendant, HUNTINGTON BEACH FORD, formerly known as  
7 POWER FORD, an unknown business entity, and DOES 1 through 100, inclusive, was  
8 and is a business authorized to do and are doing business in the State of California, and  
9 that said Defendant has regularly conducted business in, and has intentionally placed  
10 products in the stream of commerce whose destination have been and continue to be the  
11 City and County of Orange and other cities and counties in the State of California.  
12 Plaintiff is informed and believes and thereon alleges that Defendants and each of them  
13 were engaged in the business of selling products in the United States, and the State of  
14 California as more specifically outlined above.

15 4. Plaintiff is informed and believes and thereon alleges that at all times herein  
16 mentioned, defendants HUNTINGTON BEACH FORD, formerly known as POWER  
17 FORD and FORD MOTOR COMPANY, and DOES 1 through 100, inclusive, and each  
18 of them, were engaged in the business of manufacturing, designing, assembling,  
19 repairing, maintaining, testing, constructing, fabricating, analyzing, recommending,  
20 distributing, merchandising, advertising, modifying, warranting, promoting, selling and  
21 marketing to wholesalers, retailers and consumers, for consideration, that certain product  
22 known as a 2004 Ford Escape ("PRODUCT") together with all of its component parts.

23 5. At all times herein mentioned, each of the Defendants were the agents,  
24 servants, employees and/or joint venturers of its co-defendants, and each of them, and at  
25 all said times, each Defendant was acting in the full course and scope of said agency,  
26 service, employment and/or joint venture.

27 ///

28 ///



1 6. Plaintiff is unaware of the true names and capacities of Defendants sued  
2 herein as DOES through 100, inclusive, and each of them, and therefore sues said  
3 Defendants by such fictitious names. Plaintiff will ask leave of court to amend this  
4 Complaint to allege the true names and capacities of said Defendants when ascertained.  
5 Plaintiff is informed and believes and thereon alleges that each fictitiously named  
6 Defendant is responsible, in some actionable manner, for the events, circumstances and  
7 damages alleged herein.

8 7. The accident which forms the basis of this action occurred in the city of  
9 Huntington Beach, County of Orange, State of California.

10  
11 **FIRST CAUSE OF ACTION**

12 **NEGLIGENCE**

13 **(Against All Defendants)**

14 8. Plaintiff hereby repeats and realleges each and every allegation contained in  
15 Paragraphs 1 through 8 inclusive, and incorporates the same herein by reference as if set  
16 forth fully and completely at length.

17 9. At all times herein mentioned, the defendant, FORD MOTOR COMPANY,  
18 and each of them, had a duty to exercise reasonable care in the manufacture, design,  
19 inspection, assembly, repair, maintenance, testing, analyzing, recommending,  
20 merchandising, advertising, distributing, marketing and providing warnings for the  
21 PRODUCT and its component parts, including, but not limited to, a duty to install a  
22 properly working accelerator cable to the motor, and a duty to ensure that the PRODUCT  
23 was free from defects and would function in the manner in which it was intended in order  
24 to prevent accidents and injuries to the user.

25 10. At all times herein mentioned, defendant, FORD MOTOR COMPANY, and  
26 each of them, knew, or in the exercise of reasonable care should have known, that said  
27 products and their component parts were of such a nature that if they were not properly  
28 manufactured, designed, assembled, repaired, maintained, distributed, analyzed,

1 inspected, recommended, merchandised, advertised and marketed for the uses and  
2 purposes for which they were intended or if the consumer was not properly warned as to  
3 their inherent defect, they were likely to injure persons by whom they were used.

4 11. Plaintiff is informed and believes and thereon alleges that defendant, FORD  
5 MOTOR COMPANY, and each of them, so negligently and carelessly manufactured,  
6 designed, assembled, maintained, modified, repaired, tested, analyzed, distributed,  
7 recommended, informed the consumer of the inherent defect for use, merchandised,  
8 advertised, and marketed the above-described product such that the same were defective  
9 and dangerous and unsafe for the uses and purpose for which they were intended.

10 12. On or about March 25, 2005, plaintiff, [REDACTED], brought her  
11 vehicle to defendant, POWER FORD, pursuant to two recall notices she received from  
12 defendant, FORD MOTOR COMPANY, to repair her defective seat belt and also the  
13 accelerator cable. Plaintiff dropped her vehicle off for the day and picked it later after she  
14 was advised that all the repairs had been completed by defendant, POWER FORD,  
15 pursuant to the recalls sent out by defendant, FORD MOTOR COMPANY.

16 13. On or about, June 4, 2005, plaintiff, [REDACTED], used the  
17 PRODUCT in a foreseeable and intended manner, when the defective accelerator cable  
18 stuck in the open position and caused her vehicle to thrust forward out of Plaintiff's  
19 control, causing Plaintiff to crash her vehicle thereby causing Plaintiff to sustain severe  
20 injuries. Clearly the recall repair was either not done properly and/or the required recall  
21 repair was not sufficient to cure the inherent problem with the accelerator cable thereby  
22 causing this incident.

23 14. As a direct and proximate result of the negligence of these Defendants, and  
24 each of them, Plaintiff was injured in her health, strength and activity sustaining injuries  
25 to her body, shock and injuries to her nervous system, all of which said injuries have  
26 caused and continue to cause Plaintiff great mental, physical and nervous pain and  
27 suffering. Plaintiff is informed and believes and thereon alleges that said injuries will  
28 result in permanent disability all to her general damage in an amount unknown to Plaintiff

1 at this time, and Plaintiff will ask leave of court to amend this complaint to set forth the  
2 exact amount thereof when the same shall have been ascertained or according to proof.

3 15. As a further direct and proximate result of the negligence of these  
4 Defendants, and each of them, Plaintiff was compelled to and did employ the services of  
5 physicians, surgeons, and other medical personnel, and Plaintiff was compelled to and did  
6 incur other incidental expenses relative in care and treatment of said injuries. Plaintiff is  
7 informed and believes and thereon alleges that she will be compelled to seek further  
8 treatment in the future for the care of said injuries and will incur further reasonable bills  
9 for the same. Plaintiff will give proof of both past and future claimed expenses at the  
10 time of trial.

11 16. As a further, direct and proximate result of the negligence of Defendants,  
12 and each of them, Plaintiff has lost earnings and will lose earnings in the future, in an  
13 amount according to proof at trial.

14  
15 **SECOND CAUSE OF ACTION**  
16 **STRICT PRODUCTS LIABILITY**  
17 **(Against All Defendants)**

18 17. Plaintiff hereby repeats and re-alleges each and every allegation contained  
19 in Paragraphs 1 through 16 inclusive, and incorporates the same herein by reference as if  
20 set forth fully and completely at length.

21 18. Defendant, FORD MOTOR COMPANY, and each of them, manufactured,  
22 designed, assembled, maintained, repaired, tested, analyzed, recommended, informed the  
23 consumer the correct and proper method for use, distributed, merchandised, advertised,  
24 marketed and sold the said products which were intended by said Defendants, and each of  
25 them, to be used for the purpose of providing transportation for the purchaser of the 2004  
26 Ford Escort, as well as for other transportation purposes.

27 19. Defendant, FORD MOTOR COMPANY, and each of them, knew that the  
28 above-described products would be used by Plaintiff without inspection for defects.

1           20.     On or about June 4, 2005, Plaintiff used said PRODUCT for the uses and  
2 purposes for it was intended, and in a manner which was reasonably foreseeable by the  
3 defendant, FORD MOTOR COMPANY. Said use involved a substantial danger not  
4 apparent to Plaintiff.

5           21.     At the time the subject products were manufactured, designed, assembled,  
6 modified, maintained, repaired, tested, analyzed, distributed, recommended,  
7 merchandised, advertised and marketed, by defendant, FORD MOTOR COMPANY, they  
8 were defective and unsafe for their intended purpose in that, among other things, the  
9 subject PRODUCT was not safely designed because, among other things, there was a  
10 defective accelerator cable that would stick into the open position causing the vehicle to  
11 accelerate uncontrollably causing potential harm and injury. Plaintiff further alleges that  
12 no warning was given to the users of said PRODUCT that the accelerator cable would  
13 stick in the open position and that it might fail or that the vehicle should otherwise be  
14 inspected for such defects. Plaintiff is informed and believes and thereon alleges that  
15 said defendant, FORD MOTOR COMPANY, and each of them, concealed said defects  
16 and failed to warn Plaintiff of said defects until such time that a recall notice was finally  
17 sent regarding this issue of a defective accelerator cable.

18           22.     On or about June 4, 2005, and while said PRODUCT was being used in the  
19 manner intended, as a direct and proximate result of the aforesaid defect, the vehicle  
20 began to accelerate out of control while Plaintiff was driving it out from a gas station,  
21 causing Plaintiff to crash her vehicle to stop it and sustain severe injuries.

22           23.     As a direct and proximate result of the PRODUCT's defect, Plaintiff was  
23 injured in her health, strength and activity sustaining injuries to her body, shock and  
24 injuries to her nervous system, all of which said injuries have caused and continue to  
25 cause Plaintiff great mental, physical and nervous pain and suffering. Plaintiff is  
26 informed and believes and thereon alleges that said injuries will result in permanent  
27 disability all to her general damage in an amount unknown to Plaintiff at this time, and  
28 Plaintiff will ask leave of court to amend this complaint to set forth the exact amount

1 thereof when the same shall have been ascertained or according to proof.

2 24. As a further direct and proximate result of the defective PRODUCT,  
3 Plaintiff was compelled to and did employ the services of physicians, surgeons, and other  
4 medical personnel, and Plaintiff was compelled to and did incur other incidental expenses  
5 relative in care and treatment of said injuries. Plaintiff is informed and believes and  
6 thereon alleges that she will be compelled to seek further treatment in the future for the  
7 care of said injuries and will incur further reasonable bills for the same. Plaintiff will  
8 give proof of both past and future claimed expenses at the time of trial.

9 25. As a further, direct and proximate result of the defective PRODUCT,  
10 Plaintiff has lost earnings and will lose earnings in the future, in an amount according to  
11 proof at trial.

12  
13 WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of  
14 them, as follows:

- 15 1. For general damages according to proof;  
16 2. For special damages according to proof;  
17 3. For costs of suit incurred herein;  
18 4. For such other and further relief as the court deems just and proper.

19  
20 Dated: May 9, 2007

WEINREB & WEINREB

21  
22  
23 By: 

MICHAEL D. WEINREB  
Attorney for Plaintiff



24  
25  
26  
27  
28

**Superior Court of California  
County of Orange, Central Justice Center**

DEPT	CIVIL JUDGES	*NOTICED MOTIONS HEARD	EX PARTES HEARD:	TELEPHONIC NOTICE TO COURTROOM NO LATER THAN:	**EX PARTE APPLICATION PRESENTED IN COURTROOM NO LATER THAN:
<b>CIVIL CASE MANAGEMENT PANEL, JUDGE HORN, SUPERVISING</b>					
C6	BANKS 834-3710	FRI, 10:00A.M. Rulings posted on Internet <b>NOTE: Dept. requires motions be reserved with C6 prior to filing by calling (714) 834-3710</b>	PROMPTLY AT 8:45 A.M.	NOON, DAY BEFORE HEARING	3:00 P.M., DAY BEFORE EX PARTE HEARING
C20	BRENNER 834-5135	TUES., 1:30 P.M. Rulings on Internet until Noon on Tuesday*If Monday is a holiday, L&M is heard on Thursday at 1:30 P.M.	TU,W,TH,F, 9:00 A.M.	9:00 A.M., DAY BEFORE EX PARTE HEARING	3:00 P.M., DAY BEFORE EX PARTE HEARING
C26	CHOATE 834-5532	THURS. 1:30 P.M. Rulings posted on Internet	M - F 9:00 A.M.	NOT REQUIRED; RECEIPT OF EX PARTE PAPERS SHALL CONSTITUTE NOTICE TO THE COURT.	NO LATER THAN NOON, DAY BEFORE EX PARTE HEARING
C8	CRAMIN 834-3700	FRI, 10:00 A.M.	M - F 9:00 A.M.	NOT REQUIRED.	NO LATER THAN 12:00 P.M., THE DAY BEFORE EX PARTE HEARING
W12 ***	DI CESARE 896-7842	FRI, 10:00 A.M. Reservations are not required. Call (714) 896-7414 or 7420 to ask about unavailable dates. Tentative Rulings are posted on the Internet by 3:00 P.M. day prior to motion date.	M, T, W, F 1:30 P.M.	NOON, DAY BEFORE EX PARTE HEARING	10:30 A.M. DAY OF EX PARTE HEARING
C15	DIDIER 834-4685	FRI., 9:00 A.M. Tentative Rulings posted on Internet by 3:00 P.M. day prior to motion date.	M-TH 8:30 A.M.	NOON, DAY BEFORE EX PARTE HEARING	3:00 P.M. DAY PRIOR TO THE EX PARTE HEARING
C34	FELL 834-2264	TUES. AT 1:45 P.M. (Rulings on Internet by 4:30 P.M. day prior to motion date). <b>NOTE: File papers directly in Clerk's office; reservations are no longer needed.</b>	M - F 8:30 A.M.	NOT REQUIRED	2:00 P.M., DAY BEFORE EX PARTE HEARING
C33	GLASS 834-2314	Mon., 1:30 P.M. Rulings posted on Internet Friday prior to hearing	M at 10:00 a.m. T-F at 9:00 a.m.	9:00 A.M., DAY BEFORE EX PARTE HEARING	3:00 P.M., DAY BEFORE EX PARTE HEARING
C9	GRAY 834-3755	THURS., 1:45 P.M. -	M - F 1:30 P.M.	NOON, DAY BEFORE EX PARTE HEARING	11:00 A.M., DAY OF EX PARTE HEARING
C29	HAYES 834-2199	FRI., 9:00 A.M. Rulings on Internet by 3:00 PM on Thursday	M,T,W,TH 9:00 A.M.	9:00 A.M., DAY BEFORE EX PARTE HEARING	3:00 P.M., DAY BEFORE EX PARTE HEARING
C31	HORN 834-2372	TUES. AT 1:30 P.M. *If Monday is a holiday, L&M is heard on Thursday at 1:30 P.M.	T - F 9:00 A.M.	9:00 A.M. DAY BEFORE EX PARTE HEARING	3:00 P.M. DAY BEFORE EX PARTE HEARING
C12	HUNT 834-3750	Tues. thru Thurs. 8:30 A.M. <b>NOTE: MSJ'S AND DEMURRERS MUST BE RESERVED WITH C-12 PRIOR TO FILING BY CALLING 714/834-3750</b>	M - F, 1:30 P.M.	NOT REQUIRED	SUBMIT DOCUMENTS AT THE TIME OF HEARING
C27	LEWIS 834-2267	Mon. 10:30 A.M. (Rulings posted on Internet 12:00, Friday prior to Monday hearing date)	T - TH 8:30 A.M.	10:00 A.M. DAY BEFORE EX PARTE HEARING	2:00 P.M. THE DAY BEFORE EX PARTE HEARING
C14	MARGINES 834-4526	WED. 1:30 P.M.	M - F 1:30 P.M.	10:00 A.M., DAY BEFORE EX PARTE HEARING ALSO, NOTICE TO OPPOSING PARTY BY 10:00 A.M. DAY BEFORE EX PARTE HEARING.	10:30 A.M., DAY OF EX PARTE HEARING
	MCEACHEN	TUES.	M - TH	NOON, DAY BEFORE EX	3:00 P.M., DAY BEFORE EX PARTE

**Superior Court of California  
County of Orange, Central Justice Center**

HONORABLE ANDREW P. BANKS / DEPARTMENT C6  
CENTRAL JUSTICE CENTER  
P.O. Box 838  
Santa Ana, Ca 92702-0838  
(714) 834-2200  
[www.occourts.org](http://www.occourts.org)

- |    |  |
|----|--|
| 1. | Information about filing requirements or fees is available on the INTERNET home page: <a href="http://www.occourts.org">www.occourts.org</a> or by phone at (714) 834-4735. Noticed Motions are heard Fridays at 10:00 a.m.; Call department directly at (714) 834-3710 to reserve all motion matters. Call(714) 834-3766 to ask about unavailable dates or to confirm hearing dates (ex partes excepted). Orange County Superior Court Local Rules are now on the Court=s home page. NOTE: PLEASE ASSURE MOTIONS ARE RESERVED WITH THE COURTROOM PRIOR TO FILING. |
| 2. | Ex Parte applications will be heard promptly at 8:45 a.m. Local rules of court and policies apply except as modified herein (See Rule 3.1200 through 3.1207, California Rules of Court.)   |
| 3. | Counsel must reserve Ex Parte hearing with the courtroom by calling (714) 834-3710 and supply whatever information my be requested.  |
| 4. | All moving documents, including the PROPOSED ORDER, shall be presented in Department C6 no later than 3:00 p.m. on the day before the ex parte hearing.  |
| 5. | The moving party shall submit on the moving papers unless the Court invites oral argument.   |
| 6. | <b>BE PROMPT!!!</b> The hearing of ex parte matters shall not interfere with or delay the trial in progress in Department C6. Counsel may have to wait.  |
| 7. | The fee required for each ex parte application must be paid in the Superior Court Clerk=s Office, first floor, Room D110, prior to presenting documents to the courtroom.  |
| 8. | The correct mailing address for all documents in cases assigned to Judge Banks is: Superior Court of California, P. O. Box 838, Room D110, Santa Ana, CA 92702-0838  |

**EX PARTE  
POLICIES AND PROCEDURES**

Revised: 01/17/07

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

## Did you know that most civil lawsuits settle without a trial?

### Introduction

And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (ADR). The most common forms of ADR are mediation, arbitration, and case evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court. ADR is not new. ADR is available in many communities, through dispute resolution programs and private neutrals.

### Advantages of ADR

ADR can have a number of advantages over a lawsuit. ADR can be speedier. A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years. ADR can save money. Court costs, attorney's fees, and expert fees can be saved. ADR can permit more participation. The parties may have more chances to tell their side of the story than in court and may have more control over the outcome. ADR can be flexible. The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.

ADR can be cooperative. This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other. ADR can reduce stress. There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.

ADR can be more satisfying. For all the above reasons, many people have reported a high degree of satisfaction with ADR. Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

### Disadvantages of ADR

ADR may not be suitable for every dispute. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

### Three Common Types of ADR

This pamphlet describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

### MEDIATION

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved. The parties do.

Mediation is a cooperative process, in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other, where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how each other sees things. Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or cannot have enough bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.



## **ARBITRATION**

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation, where the mediator helps the parties reach their own resolution. Arbitration normally is more informal and much speedier and less expensive than a lawsuit. Because of the large number of cases awaiting trial in many courts, a dispute normally can be heard much more quickly by an arbitrator than by a judge.

Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records), rather than by testimony.

There are two kinds of arbitration in California. Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and, normally, is binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision. By contrast, a decision by an arbitrator in a case referred by the courts, known as "judicial arbitration," is not binding, unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to resolve their dispute by themselves, or with the aid of a neutral.

## **CASE EVALUATION**

In case evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments, and makes an evaluation of the case. Each party gets a chance to present the case and hear the other side. This may lead to a settlement, or at least help the parties prepare to resolve the dispute later on.

Case evaluation, like mediation, can come early in the dispute and save time and money.

Case evaluation is most effective when someone has an unrealistic view of the dispute or when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Case evaluation may not be a good idea when it is too soon to tell what the case is worth or when the dispute is about something besides money, like a neighbor playing loud music late at night.

## **Additional Information**

There are several other types of ADR beside mediation, arbitration, and case evaluation. Some of these are conciliation, settlement conferences, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering. Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge. You may wish to seek the advice of an attorney as to your legal rights and other matters relating to the dispute.

## **Whom Do You Call?**

To locate a dispute resolution program or neutral in your community:

Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-952-5210, or contact the local bar association, or look in the Yellow Pages under "Arbitrators" or "Mediators."

For more information on local Arbitration Programs, please phone 714/834-3774 (for court ordered arbitration only) or refer to Superior Court of California, County of Orange, Local Rules 360 and 446.

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, phone: Institute for Conflict Management (714) 288-5600; Community Service Programs, Inc. (949) 851-3168; Orange County Human Relations (714) 834-7198; or Fair Housing Council of Orange County (714) 569-0827.

*There may be a charge for services provided by private arbitrators and mediators.  
Presented by the Judicial Council of California and the State Bar of California - March 1998*

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P. O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683-4593	<i>FOR COURT USE ONLY</i>
PLAINTIFF:  DEFENDANT:	
<b>ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION</b>	CASE NUMBER:

Plaintiff(s), \_\_\_\_\_  
 \_\_\_\_\_  
 and defendant(s), \_\_\_\_\_  
 \_\_\_\_\_

agree to the following dispute resolution process:

- Mediation
- Arbitration (must specify code)
  - Under Section 1141.11 of the Code of Civil Procedure
  - Under Section 1280 of the Code of Civil Procedure

Neutral Case Evaluation

Other (specify): \_\_\_\_\_

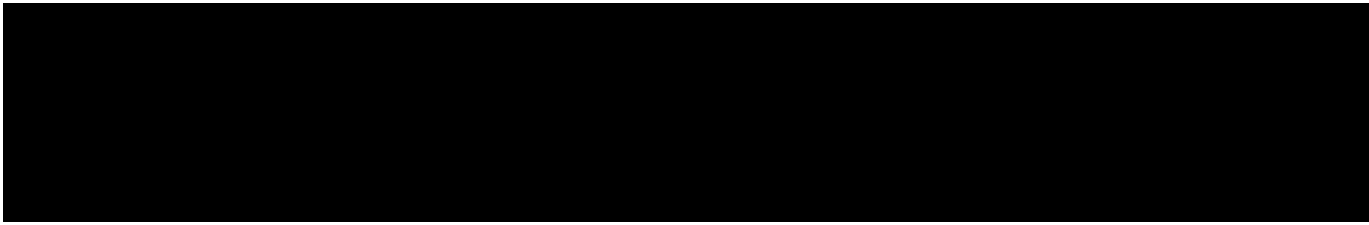
Plaintiff(s) and Defendant(s) further agree as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

We understand that there may be a charge for services provided by private arbitrators and mediators.

Date: \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY)  
 Date: \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY)

**ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION**



505941 6/11/07  
AC

in D  
**The State of New Hampshire**

RECEIVED

L REC'D  
DERRY DISTRICT COURT

THE STATE OF NEW HAMPSHIRE, Rockingham County  
DERRY DISTRICT COURT  
10 MANNING STREET  
DERRY, NEW HAMPSHIRE 03038  
603-434-4676

Case Number 07-SC-342

**SMALL CLAIM COMPLAINT**

Name State Farm Mutual Insurance  
as subrogee of [REDACTED]  
Street/No. P.O. Box 12391  
City/State Bloomington, N.H. Zip Code 60702

**PLAINTIFF**

The Plaintiff claims that the Defendant named below owes the Plaintiff \$ 2,507.14  
(Amount)

because (description of the claim): On October 11, 2007, [REDACTED] had borrowed  
2002 Ford Escape. While backing the vehicle up in  
Drury, N.H., the vehicle's accelerator cable malfunctioned  
causing a collision to occur between Plaintiff's  
vehicle and the parked vehicle of [REDACTED]  
causing damage to the [REDACTED] Ford [REDACTED]  
and [REDACTED] of [REDACTED] in the amount of

Amount of Claim \$ \_\_\_\_\_  
Court Costs \$ \_\_\_\_\_  
Total \$ 2,507.14  
Date \_\_\_\_\_ Plaintiff's Signature \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Case Number [REDACTED]  
P.O. Address \_\_\_\_\_  
City/State Derry, N.H. Zip Code 48134

**DEFENDANT**

Resident \_\_\_\_\_  
WB: 75584280192

IF YOU ARE THE SENDER OF THIS MAILING, PLEASE PRINT THE FOLLOWING INFORMATION:  
Sender's Ref Shipper Reference  
Postcode 32901  
Date: 2007-07-19 Service EXP  
Weight 0.1 lb Bill To SENDER  
CHARGE \$4.51  
Description: PIRD SMALL CLAIMS CASE  
Parcels 1/1

if you do not wish to be contacted by the court, please check the box below.  
and ask to be removed from the mailing list.  
Separate instructions will be provided.  
If you do not wish to be contacted by the court, please check the box below.  
ordered to be removed from the mailing list.

RETURN TO THE CLERK OF THE COURT TO BE SERVED.  
DEFENDANT  
RETURN DATE JULY 23, 2007  
File this form to ask the court for a hearing. Instructions shown at the top of this complaint. You will be ruled in favor of the plaintiff, and you will be

Date \_\_\_\_\_ Clerk of Court \_\_\_\_\_

Note: Claims over \$1,500 entitle the defendant to request a jury trial.

recall from HP

# State Farm Insurance Companies



State Farm Insurance  
Subrogation Services  
PO Box 2371  
Bloomington, IL 61702-2371

April 19, 2006

Ford Motor Company  
3 Parklane Blvd Ste 300  
Dearborn, MI 48129

APR 24 2006  
AS

RE: Claim Number: [REDACTED]  
Our Insured: [REDACTED]  
Date of Loss: October 11, 2004

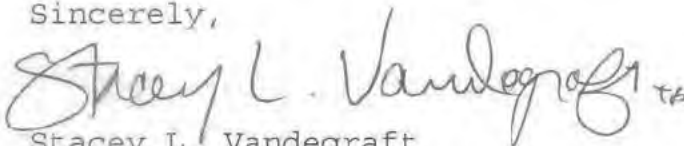
Dear Shawn L. Norton:

Enclosed please find our subrogation material. The vehicle has been repaired and we no longer have the evidence.

Please cross-reference claim [REDACTED]. Our subrogation material for that vehicle is also enclosed.

Please advise the status of our subrogation claim. If you have any questions, please feel free to contact me or a member of my team.

Sincerely,



Stacey L. Vandegraft  
Claim Processor  
(877) 457-8276, Team 60  
State Farm Mutual Automobile Insurance Company

PS: Enclosures

# MacMULKIN

39030

New England Automotive Village  
3 Marmon Drive  
NASHUA, N.H. 03061-0568  
Phone (603) 888-1111

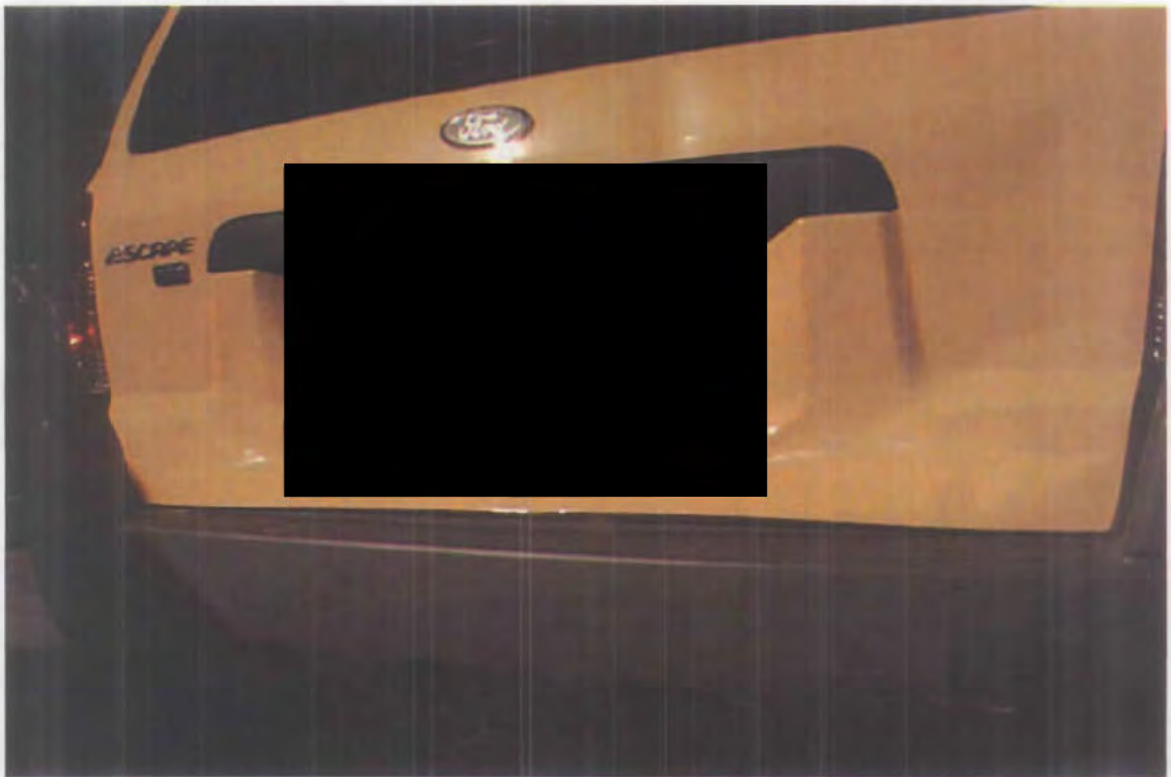
CLAIM # [REDACTED]  
**Leasing and Rental**

26 Haverhill Road  
Route 111 P.O. Box 838  
WINDHAM, N.H. 03087-0838  
Phone (603) 437-7250

CUSTOMER LAST		VEHICLE: 2000 Chevy Cavalier w 435	
LOCAL ADDRESS: [REDACTED] ZIP		YEAR	MAKE MODEL COLOR STOCK NUMBER
TEL# [REDACTED]		[REDACTED]	[REDACTED] Red. [REDACTED]
PERMANENT ADDRESS: NO. STREET CITY/TOWN STATE ZIP		VIN	LICENSE PLATE NO.
TEL# [REDACTED]		ODOMETER OUT	ODOMETER IN
DRIVER'S LICENSE NO. [REDACTED]		54431	
DATE ISSUED 11/15/02 EXPIRES 11/15/08		ODOMETER IN	ODOMETER OUT
EMPLOYER NAME [REDACTED] HOW LONG [REDACTED]			
ADDRESS [REDACTED]		MILES DRIVEN	DATE AND TIME OUT
ONLY THESE PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION. SIGN. [REDACTED]		150 FREE A DAY	10, 12, 04 AM PM
DRIVER'S LICENSE # [REDACTED] STATE N.H. AGE 35		MILES ALLOWED	DATE AND TIME IN
CARRIER: State Farm Insurance		CHARGEABLE MILES	11, 5, 04 AM PM
AGENCY: [REDACTED]		DAMAGE:	DUE DATE EXPIRATION OF AGREEMENT
POLICY NO.: [REDACTED]		EXTERIOR	10, 9, 04 AM PM
EXPIRATION DATE: [REDACTED]		OUT BODY	
If we pay any parking citations that are related to your rental, we charge you the actual cost of the parking citations, plus an administrative fee of \$20. We encourage you to pay any parking citations directly.		IN WHEELCOVERS	
UNDER NO CIRCUMSTANCES SHALL ANYONE UNDER 18 YEARS OF AGE OPERATE THIS VEHICLE.		OUT UPHOLSTERY	
YOU ARE LIABLE FOR ALL PARKING AND DRIVING VIOLATIONS AND MUST TURN IN ALL PARKING SUMMONSES WITH PAYMENT UPON VEHICLE RETURN.		IN RADIO	
ALL DRIVERS MUST POSSESS A VALID OPERATOR'S LICENSE.		OUT ACCESSORIES	
The rental of the vehicle to any person under 25 years of age is strictly prohibited, unless specifically authorized by Dealer.		REMARKS:	
By your signature, you warrant that the information on vehicle use and other drivers is accurate and complete. Further, you represent that you have read, understand and agree with the terms and conditions stated on this Agreement.		Miles	
Initials [REDACTED]		Hours	
I hereby authorize MacMulkin Leasing & Rental to charge my credit card for all damages and any charges related to this rental vehicle.		Days	16.00
Credit Card# [REDACTED] exp date 11/05		Weeks	
X [REDACTED] CUSTOMER SIGNATURE DATE		Months	
DEALER HAS AUTHORIZED CUSTOMER AGE 18 THROUGH 24? YES NO		Total Time and Mileage Charges	Unlimited
[REDACTED] DEALER SIGNATURE		Additional Driver Charge	
		Sub-Total	
		Sales Tax or Surcharge ( % )	
		Gas	return same
		Other:	
		Less Refund for:	
		Less Deposits	
		Net Amount Due	\$ 432.00
		Net Due Renter	
		WARNING	
		• You must read carefully all driving and use instructions on the reverse side.	
		• You are responsible for all traffic violations and must turn in summonses upon return of vehicle.	
		• You will report all accidents immediately.	
		You have read both sides of this agreement and agree to its terms and conditions.	
		You authorize Dealer to process a credit card voucher, if any, in your name.	
		RECEIPT	
		X [REDACTED] CUSTOMER SIGNATURE	
		EXTEND TO	ADDITIONAL CASH DEPOSIT DATE INITIALS
		EXTEND TO	ADDITIONAL CASH DEPOSIT DATE INITIALS
		CHECKED OUT BY:	CHECKED IN BY:

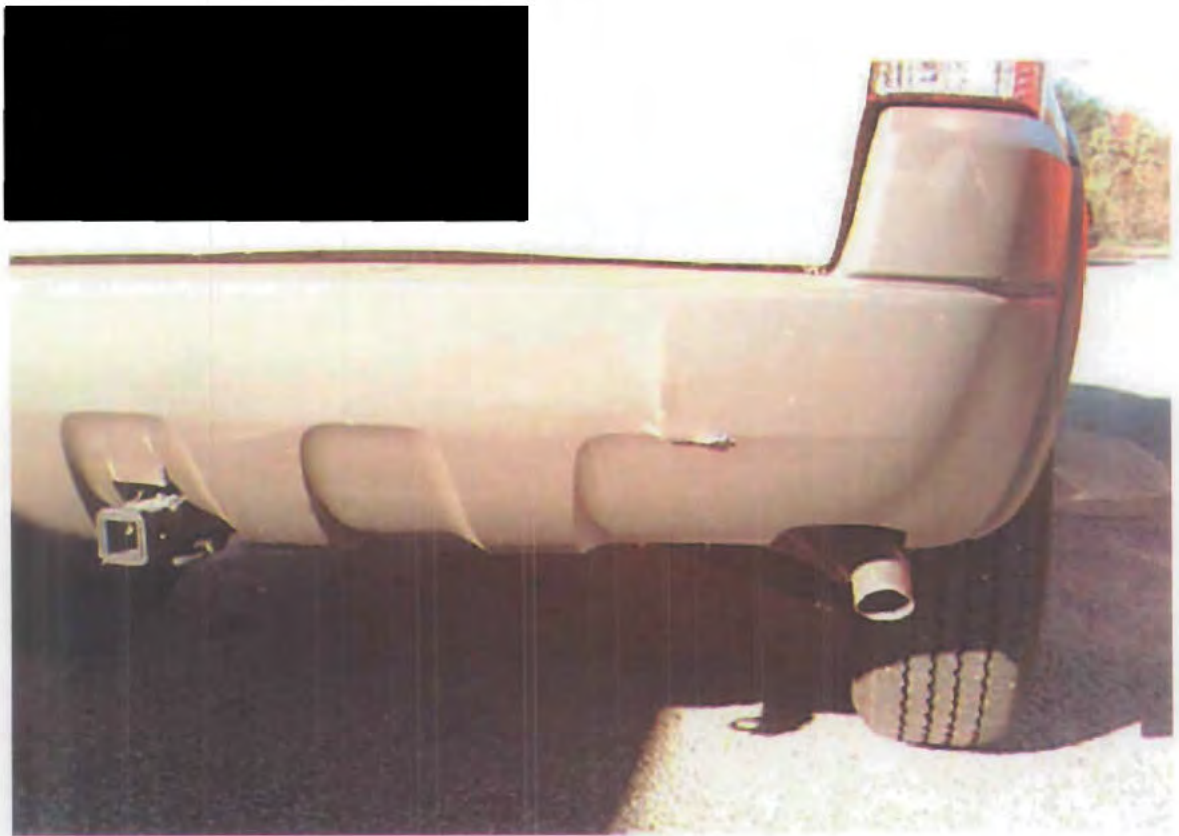
Reynolds and Reynolds (R0870 G 0001)

ORIGINAL









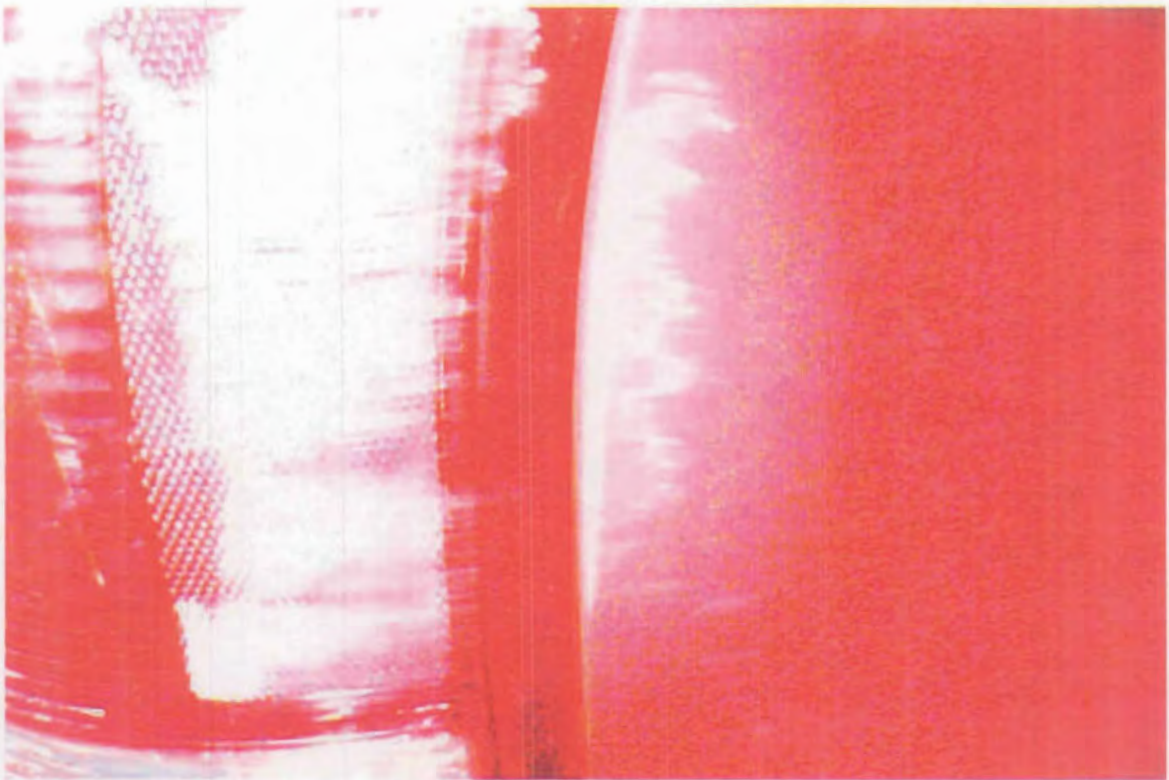






```
*****
*****
*****
***
***                                04/19/06 02:32:37 PM    ***
***
*** Company                        : Auto                ***
*** Claim Number                   : ██████████          ***
*** Insured Name                    : ██████████          ***
*** Requestor Name                  : Tammie Blickensderfer ***
*** Requestor Id                    : JJH6                ***
***
***
*** Total Number of Documents: 17    ***
***
*****
*****
*****
```

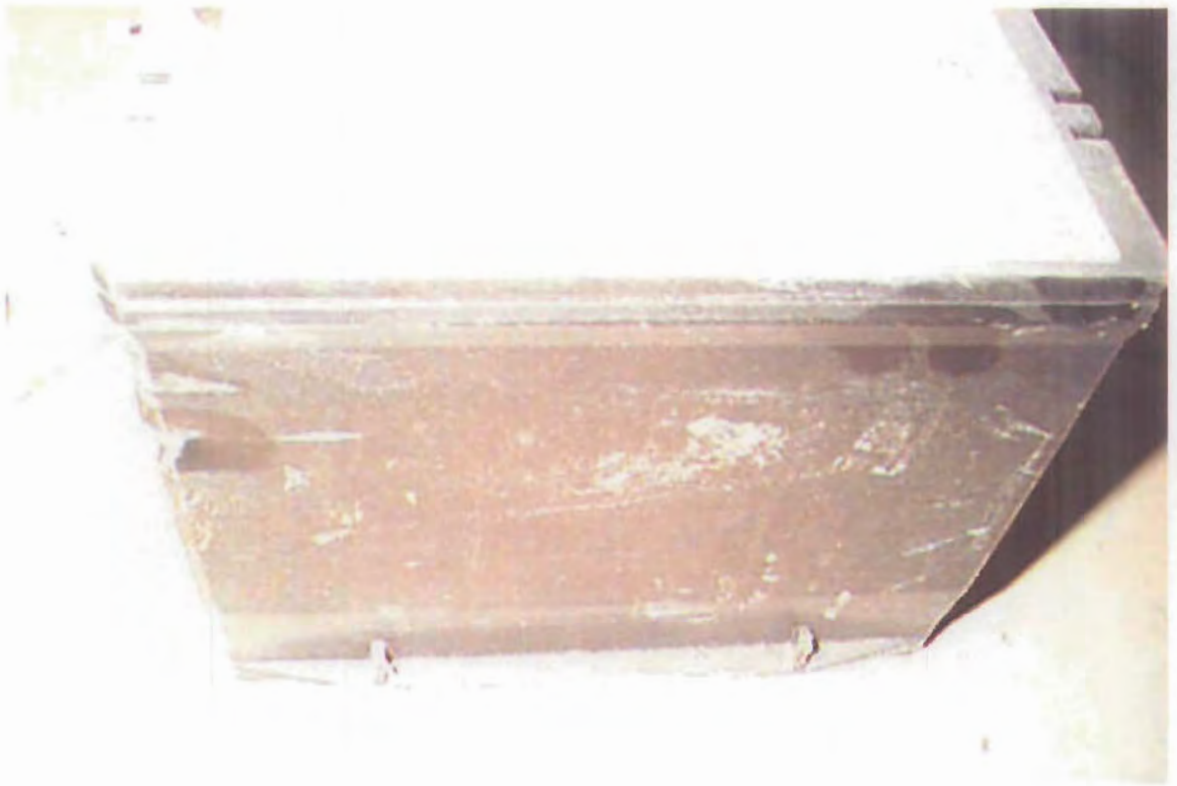


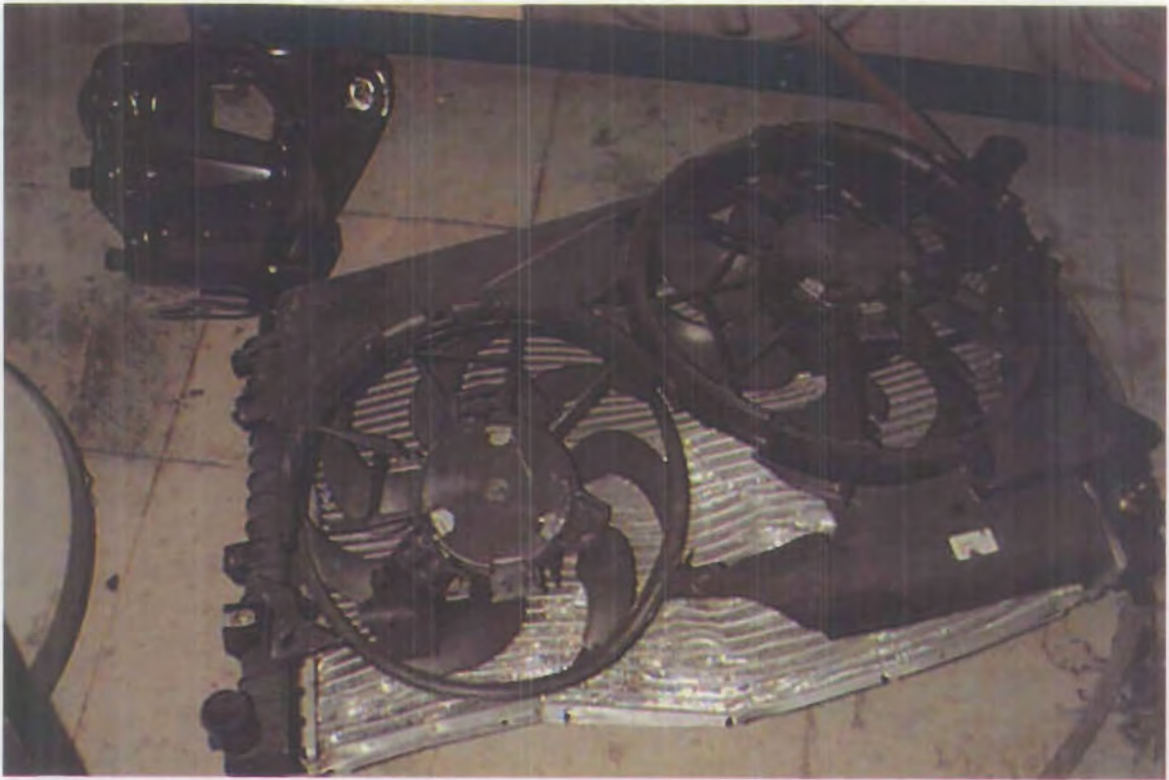




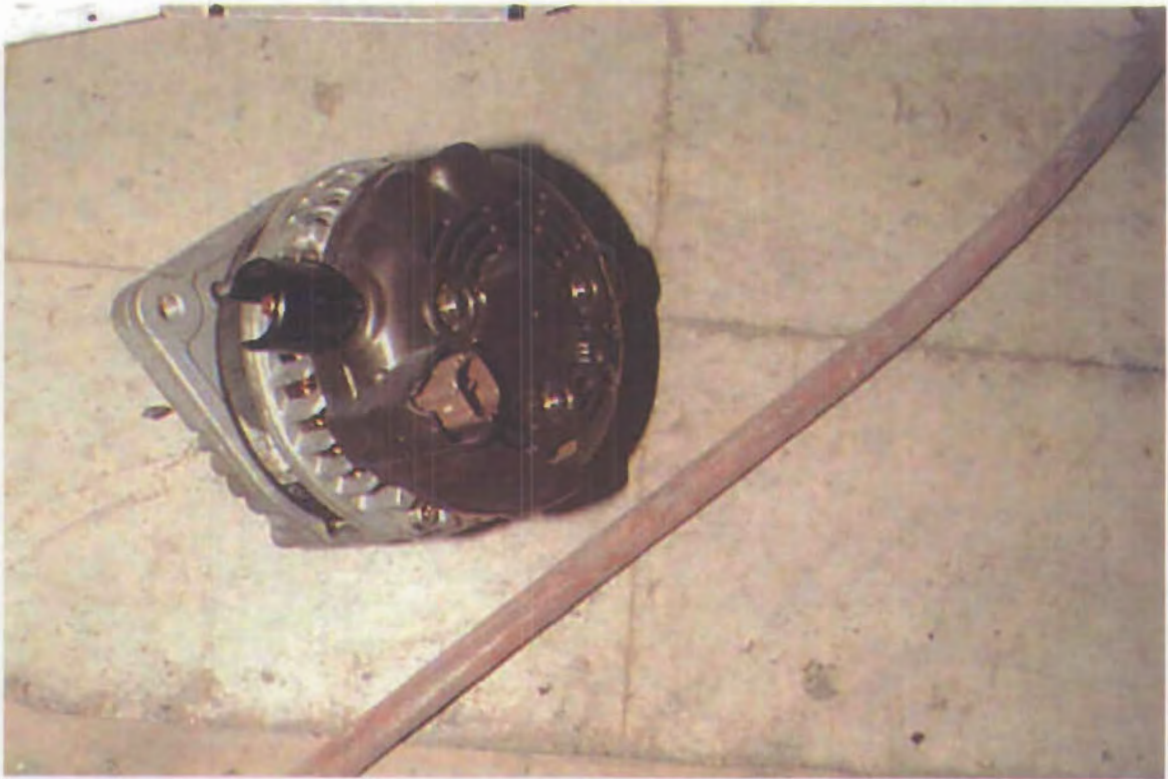


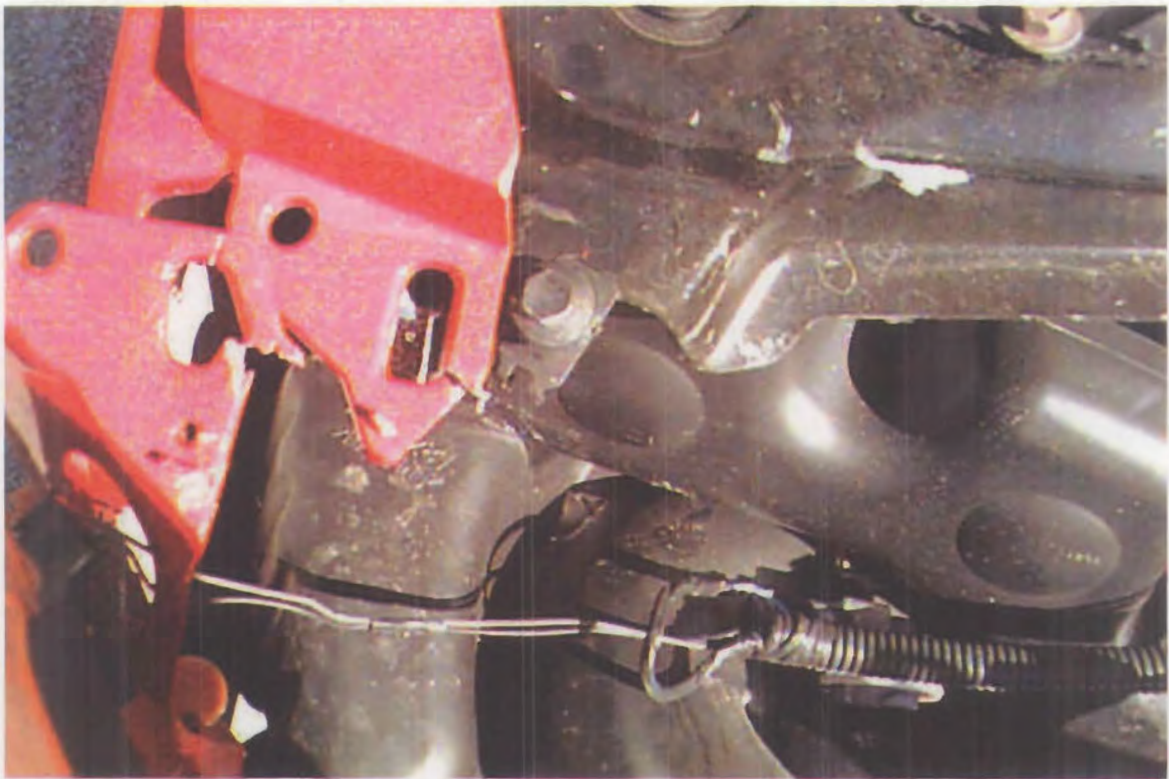




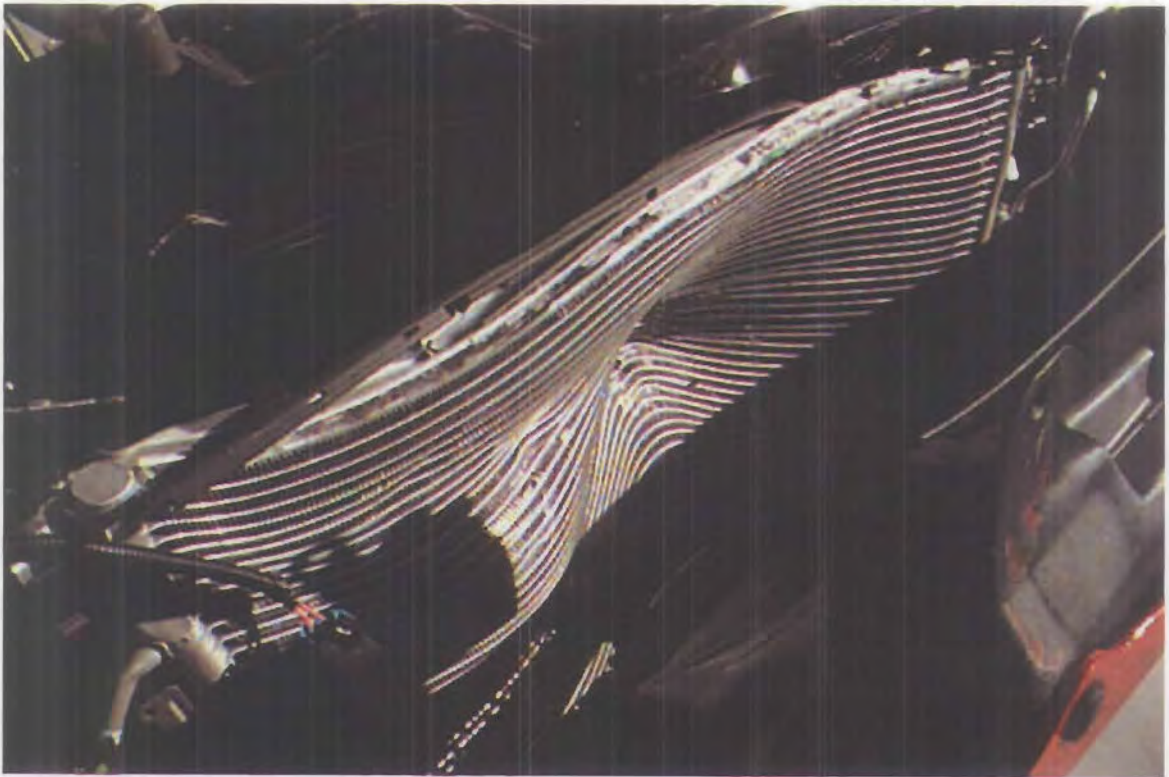






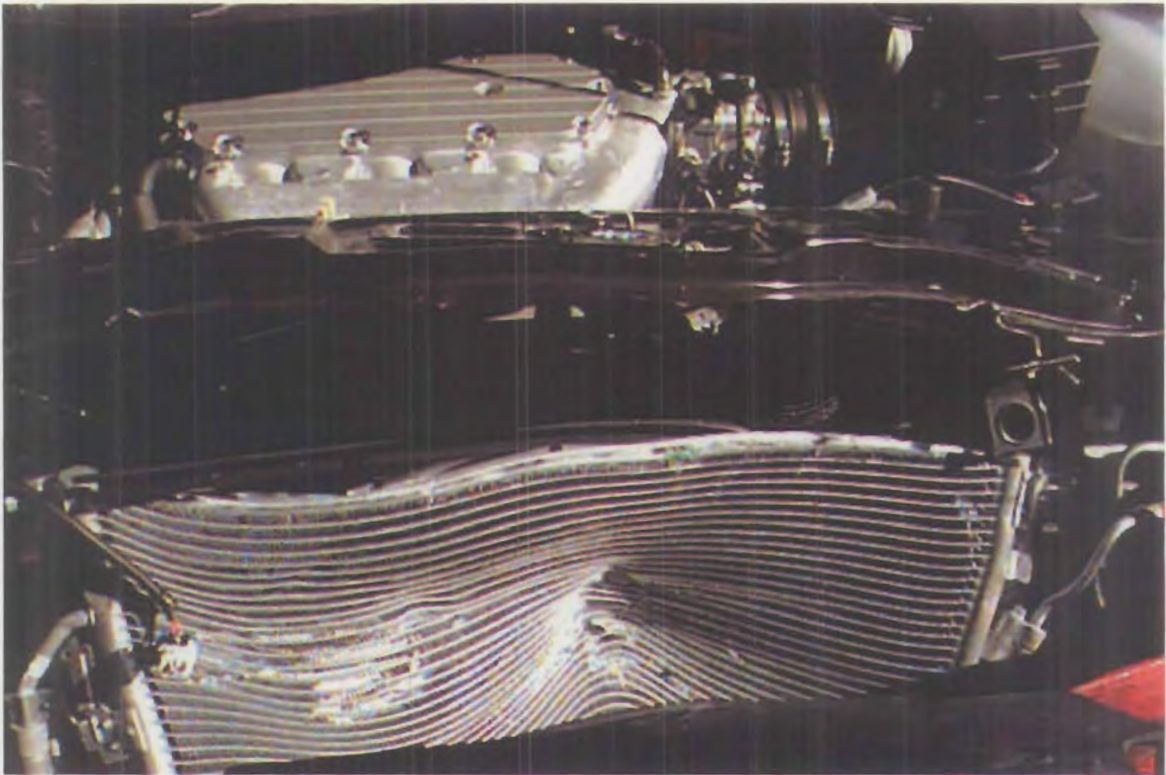




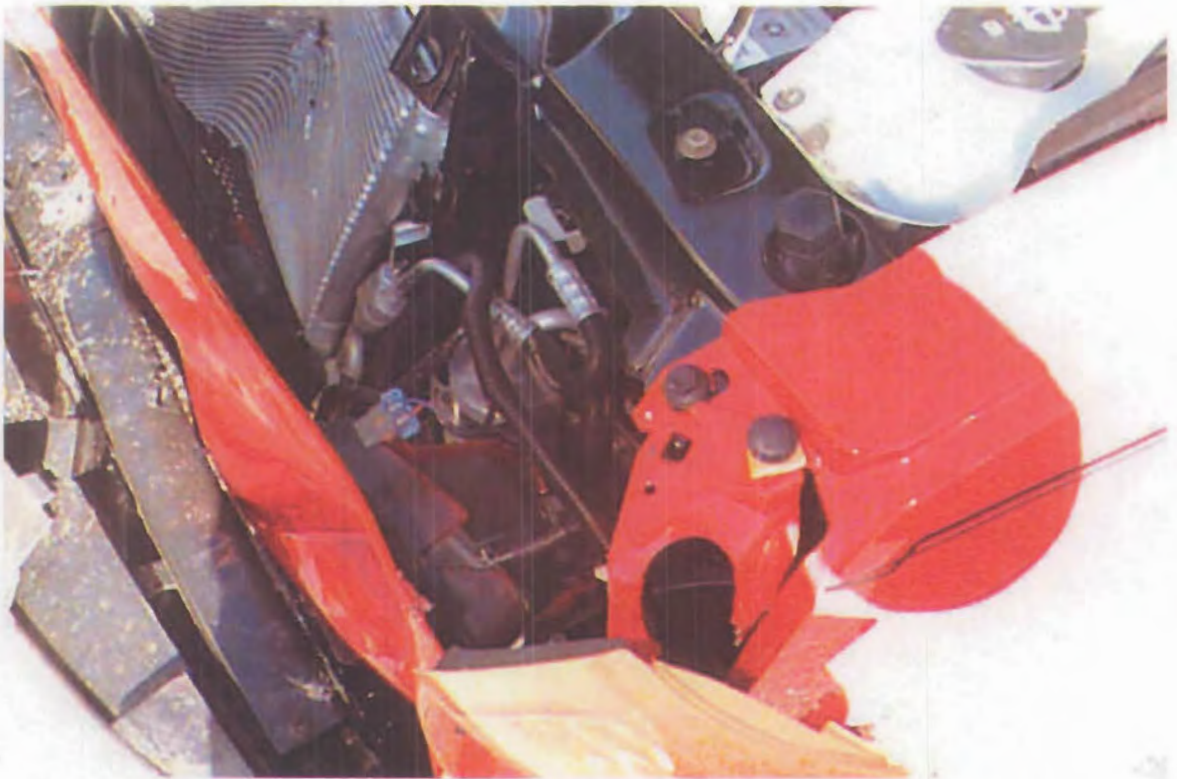
















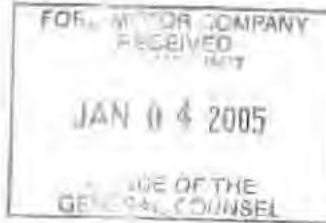
# State Farm Mutual Automobile Insurance Company



Auto Claim Central  
P.O. Box 8014  
Ballston Spa, NY 12020

December 28, 2004

Ford Motor Co.  
Parklane Towers West  
Suite 400  
3 Parklane Boulevard  
Dearborn, MI 48126-2568



RECEIVED

JAN 04 2005

State Farm Claim Number: [REDACTED]  
Our Insured: [REDACTED]  
Date of Loss: October 11, 2004  
Ford Escape 4x4 XLT 2002  
VIN: 1FMYU04182K [REDACTED]

The identified Ford Escape is insured by State Farm Mutual Insurance. This Ford Escape experienced a throttle that did not return to the idle position once our insured foot came off the accelerator.

State Farm would like to give you an opportunity to inspect the Ford Escape and give you advanced notice of our potential subrogation claim.

Please contact me at 866-560-2922 ext. 3040 to set up a time for your inspection. Please contact us by January 13, 2005.

Sincerely,

*J. Molloy*

Claim Representative Jennifer Molloy  
Auto Claim Central, Team Four  
(866) 560-2922 ext. 3040  
State Farm Mutual Automobile Insurance Co

*-AC04  
-10/11/04  
-02 25000  
-VIN*

*WSD  
10/28/04  
XSD MO*







☐ Automobile Club Inter-Insurance Exchange  
☐ Auto Club Family Insurance Company

P.O. Box 66502 • St. Louis, MO 63166 • 314-523-7350 • 800-AAA-7623 • www.aaa.com

509017  
RECEIVED

APR 11 2005

April 06, 2005

FORD MOTOR COMPANY  
ATTN: ANDREW CABOT  
PARKLANE TOWERS WEST  
SUITE 300  
THREE PARKLANE BLVD.  
DEARBORN, MICHIGAN 48126-2568

RE: Our Claim Number: [REDACTED]  
Insured: [REDACTED]  
Date of Loss: 09/28/2004  
Your Claim Number: NONE NOTED

Thank for responding to our subrogation demand relating to this loss due to a defective part. You mentioned in your letter of March 22, 2005 that Ford did not have an opportunity to investigate or inspect our insured's vehicle prior to repair. I am enclosing, again, a copy of McMahon Ford's repair invoice (doc dated 2-16-05) for the replacement of the defective part. Ford, then, did inspect the vehicle and did replace the same.

As to the preservation of the defective part, that appears to be an issue best taken up with your dealer's service department. What we do know, is that because of the defective part, our insured could not stop her vehicle due to the continued acceleration with full brake applied until it struck another vehicle.

We would appreciate it if you would revisit this matter and advise accordingly. Since we obviously did not pay for the replacement part but only the resulting collision damages, we are interested in recovering what we paid on behalf of our insured plus the collision deductible she was forced to pay due to the defective part.

Please refer to our claim number on all correspondence.

Sincerely,

  
Jim Breeden  
Subrogation Department  
(314) 523-6909



McMAHON FORD COMPANY
4100 GRAVOIS AVE. SAINT LOUIS, MISSOURI 63116
LOCAL 684-4100

McMAHON FORD CAR RENTAL
SERVICE DISCOUNTS AVAILABLE

Customer information header including CUSTOMER NO. 128900, ADVISOR RONALD GUTIERREZ, TAC NO. 4777, INVOICE DATE 02/15/05, and INVOICE NO. FOC558130.

Table with columns: PARTS, QTY, FP-NUMBER, DESCRIPTION, LIST PRICE, UNIT PRICE, WARRANTY. Includes entry for CABLE ASY and JOB# 1 TOTALS.

PROPER CAR RENT AND YOUR SATISFACTION ARE BOTH IMPORTANT TO US... WE HAVE FOUND IT IS NOT PRACTICAL TO ITEMIZE THE MANY MISCELLANEOUS SUPPLIES AND MATERIALS USED ON EACH REPAIR... TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

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

CUSTOMER SIGNATURE
WHEN WE DO ANY WORK THAT IS WARRANTY, THE FACTORY WILL SEND YOU A SERVICE SURVEY... IF FOR ANY REASON YOU CAN NOT MARK YOUR SURVEY "COMPLETELY SATISFIED", PLEASE CALL ME, DOUG SUCHER (314)-665-7135



Automobile Club Inter-Insurance Exchange  
 Auto Club Family Insurance Company

P.O. Box 66502 • St. Louis, MO 63166 • 314-523-7350 • 800-AAA-7623 • www.aaa.com

CONSUMER AFFAIRS  
SECTION

5 MAR -1 AIO :21

February 22, 2005

FORD MOTOR COMPANY  
 ATTN: FRANK M. LIGON DIRECTOR  
 FORD CUSTOMER SERVICE DIVISION  
 PO BOX 1904  
 DEARBORN, MICHIGAN 48121



RE: Our Claim No: [REDACTED]  
 Our Insured: [REDACTED]  
 Date of Loss: 09/28/2004  
 Our Insured: [REDACTED]  
 Your Product: 2003 ESCAPE XLT 1FMYU03113K [REDACTED]

This letter will serve as a notice of our subrogation rights due to the payment of a claim made as a result of the above accident. Our investigation of this accident indicates that your insured was responsible.

**PAYMENTS**

Collision or Comprehensive	\$363.11
Rental Reimbursement	\$85.81
Insured Deductible	\$500.00
Property Damage	\$1469.75
<b>TOTAL SUBROGATION</b>	<b>\$2418.67</b>

COMMENTS: Enclosed are supports indicating that a vehicle defect (throttle cable) caused our insured to rear end another vehicle when the throttle stuck open and she could not control her Escape to a stop in time to avoid hitting another vehicle.

Please forward this claim information to the appropriate party for proper payment. Questions may be directed to the undersigned,

PLEASE INCLUDE OUR CLAIM NUMBER ON ALL CORRESPONDENCE AND/OR CHECKS.

Sincerely,

Jim Breeden  
 Subrogation Department  
 (314) 523-6909

Attachment

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/9/2005 CLOSED	[REDACTED] DEALER GENERATED INFORMATION ISSUE	1FMYU03113K [REDACTED] 1570190035	2003 ESCAPE	02
1/24/2005 CLOSED	[REDACTED] RECALL/ONP - VEHICLE INVOLVEMENT	1FMYU03113K [REDACTED] 1570190035	2003 ESCAPE	03
1/3/2005 CLOSED	[REDACTED] RECALL/ONP - COMPLETION OPTIONS	1FMYU03113K [REDACTED] 1570190035	2003 ESCAPE	02

[REDACTED] 3/10/2005

## All Action Details for Issue

Print

VIN: 1FMYU03113K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2003-01-31  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 08027 MCMAHON FORD COMPANY Origin Desc: DEALER  
Odometer: 1 MI Comm Type: PHONE  
Analyst Name: MCMAHON FORD Analyst: D-SUCHER  
Action Date: 02/09/2005 Action Time: 11.26.31.529 Action Data: No

Comments CAC PLEASE BE ADVISED [REDACTED] CONTACTED ME 2/9/05 AT 1015 AM TO ADVISE ME THAT HER ESCAPE WAS INVOLVED IN AN ACCIDENT AND THAT SHE ATTRIBUTES IT TO HER THROTTLE CABLE STICKING SHE CLAIMS SHE JUST RECEIVED HER RECALL LETTER THIS PAST WEEKEND APPROX 2/5/05 SHE INTENDS THAT SHE IS SEEKING LEGAL ACTION TO OFF SET HER COST OF INSURANCE DEDUCTABLE AND THAT HER INSURANCE HAS DOUBLED DO TO THIS ACCIDENT I ADVISED HER THAT HER INSURANCE CO. NEEDS TO CONTACT FORD LEGAL DEPT TO PERSUE ANY TYPE OF CLAIM WITH FORD AND THAT SHE SHOULD STILL COME IN TO HAVE RECALL PERFORMED HOWEVER SHE DOESNT WANT TO DO THIS WITHOUT FORD AND LEGAL REPRESENTATION ON HAND ANT FURTHER QUESTIONS REGARDING THIS MATTER PLEASE CONTACT DOUG SUCHER AT MCMAHON FORD 314-655-7135

[REDACTED] 3/10/2005

All Action Details for Issue

Print

VIN: 1FMYU03113K [REDACTED] Year: 2003  
 Name: [REDACTED] Owner Status: Original  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED  
 Reason Desc: RECALL/ONP - VEHICLE INVOLVEMENT  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 01/24/2005

Model: ESCAPE Case: [REDACTED]  
 WSD: 2003-01-31  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: ADVISE CUST OF FSA/CSP; DOCUMENT CAMPAIGN NUMBER  
 Dealer: 08027 MCMAHON FORD COMPANY Origin Desc: US INQUIRY CASE BASE  
 Odometer: 8000 MI Comm Type: PHONE  
 Analyst Name: FREELAND ,KIM Analyst: KFREELAN  
 Action Date: 01/13/2005 Action Time: 10.24.42.385 Action Data: Yes

Comments CUSTOMER SAID: CUSTOMER CALLING TO SEE IF THE LETTER BEEN SENT AS YET FOR RECALL FOR 04S25  
 CUSTOMER NEEDS FOR INSURANCE PURPOSES AS SHE HIT ANOTHER VEHICLE DUE TO THE CONCERN WITH THIS  
 RECALL.DEALER SAID: MCMAHON FORD CO. 4100 GRAVOIS AVEST LOUIS, MO 63116CRC ADVISED: PLEASE ADVISE THE  
 CUSTOMER OF THE INFORMATION FOUND IN THE CUSTOMER LETTER OR THE SEARCH ENGINE Q&A. PLEASE  
 DOCUMENT ANY INFORMATION YOU PROVIDE TO THE CUSTOMER.ADVISED CUSTOMER LETTER BEEN SENT OUT AND  
 THEY ARE SENT OUT IN BATCHESADVISE CRC HAS NO CONTROL OVER THE LETTER ISSUE CUSTOMER WOULD HAVE  
 TO WAIT TILL SHE GOT IT IN THE MAIL.

Data Element Name	Data Value
FSA/CSP CAMPAIGN NUMBER	04S25

Action: NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"  
 Dealer: 08027 MCMAHON FORD COMPANY Origin Desc: DEALER  
 Odometer: 8000 MI Comm Type: PHONE  
 Analyst Name: MCMAHON FORD Analyst: D-SUCHER  
 Action Date: 01/24/2005 Action Time: 09.43.36.310 Action Data: No

Comments WHEN CUST COMES IN WE WILL PERFORM ANY OPEN RECALLS ON UNIT

3/10/2005

All Action Details for Issue

Print

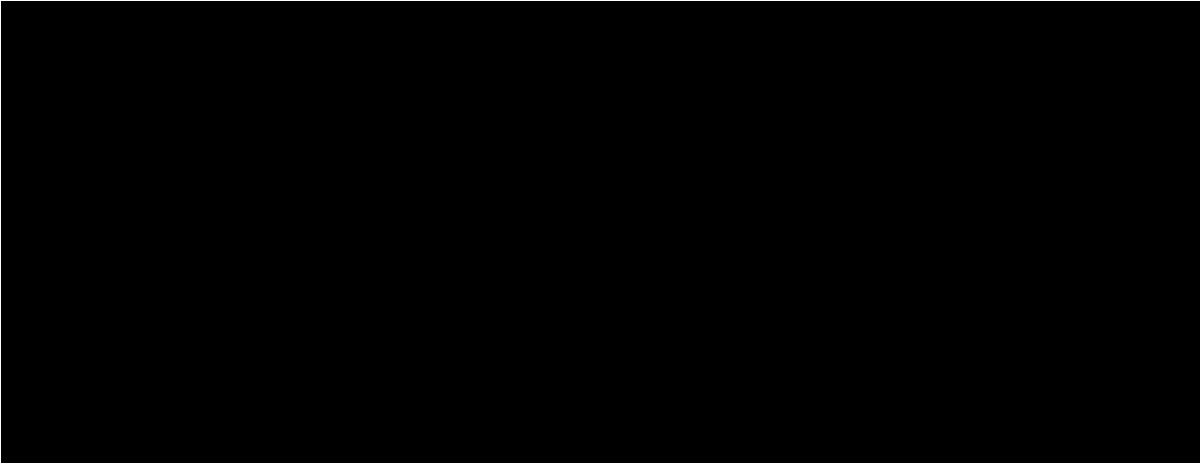
VIN: 1FMYU03113K [REDACTED]	Year: 2003	Model: ESCAPE	Case: [REDACTED]
Name: [REDACTED]	Owner Status: Original	WSD: 2003-01-31	
Symptom Desc: SURGE ACCELERATION HOT ENGINE		Primary Phone [REDACTED]	
Reason Desc: RECALL/ONP - COMPLETION OPTIONS		Secondary Phone [REDACTED]	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: ADVISE CUST ANY F/LM DLR CAN COMPLETE FSA/CSP	Origin Desc: US INQUIRY CASE BASE
Dealer: 12847 MCMAHON LINCOLN MERCURY, INC.	
Odometer: 8000 MI	Comm Type: PHONE
Analyst Name: SHEIKH RAHIMA	Analyst: RSHEIKH1
Action Date: 01/03/2005	Action Time: 15.50.17.811
	Action Data: No

Comments CUSTOMER SAID: -THE VEH WAS IN PARK AT A DRIVETHROUGH-CUST HIT ACCELARATOR THE VEH KEPT GOING COULD NOT GET THE VEH TO STOP AND SHE REAR ENDED AN OTHER VEH-CUST HEARD THERE WAS A RECALL ON THE VEH AND WOULD LIKE TO CONFIRM WHETHER OR NOT THERE ISCRRC ADVISED: \*- ANY FORD/L-M DEALERSHIP CAN COMPLETE THE FSA/CSP. OUR DEALERSHIPS ARE PROVIDED WITH TECHNICAL PROCEDURES AND THE FORD PARTS NEEDED TO COMPLETE THE FSA/CSP.- THE DEALER WILL ALSO SUBMIT THE INFORMATION TO FORD MOTOR COMPANY INDICATING THAT THE FSA/CSP IS COMPLETED ON YOUR VEHICLE FOLLOWING COMPLETION OF THE REPAIR\*-----ADVISED CUST THAT THEY SHOULD RECIEVE A LETTER IN THE MAIL IN REGARDS TO THE RECALL WILL BE COMING FROM NHTSA-ADVISED CUST TO STAY IN TOUCH WITH THE DLRSHIP TO SEE IF THE PARTS WILL BE AVAILABLE



3/10/2005





**SUMMONS  
(CITACION JUDICIAL)**

SUM-100

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

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

FORD OF MONTEBELLO, a business entity, form unknown;  
FORD MOTOR COMPANY, a business entity, form unknown;  
and DOES 1 through 100, Inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

[Redacted]

107-4-2004  
470  
G

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
111 North Hill Street  
111 North Hill Street  
Los Angeles, CA 90012  
Central District

CASE NUMBER:  
(Número del Caso): [Redacted]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
ERIC BRYAN SEUTHE, ESQ., (SBN 90269) (310) 277-8020  
LAW OFFICES OF ERIC BRYAN SEUTHE & ASSOCIATES  
509 S. BEVERLY DRIVE  
BEVERLY HILLS, CA 90212

**JOHN A. CLARKE, CLERK**  
[Redacted Signature]

D.M. Swain, Deputy  
(Adjunto)

DATE: OCT 06 2004  
(Fecha)

(For proof of service of this summons, see Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): **FORD MOTOR COMPANY**  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date): **OCT-6-04**

[SEAL]

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, street number, and address):

ERIC BRYAN SEUTHE, ESQ., (SBN 90269)

LAW OFFICES OF ERIC BRYAN SEUTHE

& ASSOCIATES

509 S. BEVERLY DRIVE

BEVERLY HILLS, CA 90212

TELEPHONE NO.: (310) 277-8020

FAX NO.: (310) 551-1644

ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY

ORIGINAL FILED

OCT 05 2004

LOS ANGELES SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District

CASE NAME: [REDACTED] v. Ford, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

CASE NUMBER: [REDACTED]

JUDGE:

DEPT.:

All five (5) items below must be completed (see instructions on page 2).

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

Auto Tort

Auto (22) Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07) Civil rights (08) Defamation (13) Fraud (15) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36) Other employment (15)

Contract

Breach of contract/warranty (06) Collections (09) Insurance coverage (18) Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14) Wrongful eviction (33) Other real property (26)

Unlawful Detainer

Commercial (31) Residential (32) Drugs (38)

Judicial Review

Asset forfeiture (05) Petition re: arbitration award (11) Writ of mandate (02) Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)

Antitrust/Trade regulation (03) Construction defect (10) Mass tort (40) Securities litigation (28) Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27) Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21) Other petition (not specified above) (43)

2. This case is [ ] is not [X] complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. Substantial amount of documentary evidence d. Large number of witnesses e. Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court f. Substantial post-judgment judicial supervision

3. Type of remedies sought (check all that apply):

- a. monetary [X] b. nonmonetary; declaratory or injunctive relief [ ] c. punitive [ ]

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

5. This case is [ ] is not [X] a class action suit.

Date: October 5, 2004

ERIC BRYAN SEUTHE, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

Page 1 of 2

1 LAW OFFICES OF ERIC BRYAN SEUTHE & ASSOCIATES  
Eric Bryan Seuthe, Esq. [SBN 90269]  
2 509 South Beverly Drive  
Beverly Hills, California 90212  
3 (310) 277-8020

ORIGINAL FILED

OCT 06 2004

LOS ANGELES  
SUPERIOR COURT

4 Attorneys for Plaintiff  
5  
6  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10  
11 [REDACTED],  
12 Plaintiff,  
13 vs.  
14 FORD OF MONTEBELLO, a business  
15 entity, form unknown; FORD  
16 MOTOR COMPANY, a business  
17 entity, form unknown; and DOES  
18 1 through 100, Inclusive  
19 Defendants.

) CASE NO. [REDACTED]  
)  
) COMPLAINT FOR DAMAGES AND  
) PERSONAL INJURIES BASED ON:  
)  
) 1. NEGLIGENCE  
) 2. STRICT PRODUCTS  
) LIABILITY

20  
21  
22 FACTS COMMON TO ALL CAUSES OF ACTION

- 23 1. Plaintiff is, and at all times herein mentioned was a  
24 resident of Los Angeles County, in the State of California.  
25 2. Defendant FORD OF MONTEBELLO, a corporation, is and at  
26 all times herein mentioned, was a corporation organized and  
27 existing under the laws of the State of California and qualified  
28 to do business in California.

1           3. Defendant, FORD MOTOR COMPANY, a corporation, is and at  
2 all times herein mentioned, was a corporation organized and  
3 existing under the laws of the State of California and qualified  
4 to do business in California.

5           4. Plaintiff is informed and believes and thereon alleges  
6 that defendants Does 1 through 100, inclusive, and each of them,  
7 are business entities and/or corporations, and at all times  
8 herein mentioned were corporations organized and existing under  
9 the laws of the State of California and qualified to do business  
10 in California.

11           5. Plaintiff is informed and believes and thereon alleges  
12 that defendants Does 1 through 100, inclusive, are, and at all  
13 times herein mentioned were residents of the County of Los  
14 Angeles, State of California.

15           6. That the true names and capacities, whether individual,  
16 corporate, associate or otherwise of defendants, Does 1 through  
17 100, inclusive are unknown to plaintiff at this time, who  
18 therefore sues said defendants by such fictitious names, and that  
19 when the true names and capacities of said defendants are  
20 ascertained, plaintiff will amend this complaint accordingly;  
21 plaintiff is informed and believes that and therefore alleges  
22 that each of the defendants designated herein as DOE is  
23 responsible in some manner for the events and happenings herein  
24 referred to and caused injury and damages proximately thereby to  
25 plaintiff, as herein alleged.

26           7. That at all times mentioned herein, each defendant, was  
27 the agent, employee, and servant of each co-defendant and doing  
28 the acts as alleged herein, was acting within the course and

1 scope of such agency, employment, with the knowledge, consent and  
2 permission of co-defendants, and each of them.

3 **FIRST CAUSE OF ACTION FOR NEGLIGENCE**

4 (Against All Defendants, and each of them and

5 Doe Defendants 1 through 100, inclusive)

6 8. Plaintiff realleges and incorporates herein by  
7 reference each and every allegation contained in paragraph 1  
8 through 7 as if set forth fully herein.

9 9. That at all times herein mentioned, Lucas Avenue and  
10 Emerald Drive are streets and thoroughfares located in the City  
11 of Los Angeles, County of Los Angeles, State of California.

12 10. That at all times herein mentioned, plaintiff, [REDACTED]  
13 [REDACTED], was the operator of a certain Ford Escape motor vehicle,  
14 which was involved in the collision herein described. Said motor  
15 vehicle was at all times herein mentioned owned by defendants.

16 11. That on or about April 23, 2004, at the aforementioned  
17 time and place, while plaintiff was operating the aforementioned  
18 motor vehicle, the defendants, and each of them, did negligently,  
19 recklessly, carelessly and wantonly maintain their motor vehicle,  
20 so as to cause the same to undergo unanticipated and sudden  
21 acceleration, thereby proximately causing the plaintiff to be  
22 severely injured as hereinafter described and further proximately  
23 causing the plaintiff to sustain injuries and damages as  
24 hereinafter described.

25 12. That as a proximate and direct result of the  
26 negligence, recklessness and carelessness of the defendants, and  
27 each of them, plaintiff has sustained, and in the future is  
28 certain to sustain disabling, serious and permanent injuries,

1 pain, suffering and mental anguish in connection therewith, all  
2 to her general damages according to proof.

3 13. That as a further, direct and proximate result of the  
4 negligence, recklessness and carelessness of the defendants, and  
5 each of them, plaintiff, [REDACTED], has incurred and will in  
6 the future incur medical and sundry expenses in the examination,  
7 care and treatment of her injuries, the exact nature and extent  
8 of which are unknown to plaintiff at this time, and plaintiff  
9 will ask leave of court to amend this complaint in this regard  
10 when the same are ascertained.

11 14. At the time of said injuries, plaintiff was employed in  
12 her usual occupation and as a further proximate result of the  
13 negligence, recklessness and carelessness of the defendants and  
14 each of them, and by reason of said injuries suffered by her,  
15 plaintiff was unable to attend her usual occupation and thereby  
16 lost earnings and earning capacity. The full amount of such loss  
17 of earnings, past, present, and future, is an amount which is  
18 currently unknown to plaintiff, and plaintiff will amend this  
19 complaint to state the full amount of such damages when the same  
20 become known to her, or upon proof thereof.

21 **SECOND CAUSE OF ACTION FOR STRICT PRODUCTS LIABILITY**

22 (Against all Defendants, and each of them, and

23 Doe Defendants 1 through 100, inclusive)

24 15. Plaintiff realleges and incorporates herein by  
25 reference each and every allegation contained in paragraph 1  
26 through 14 as if set forth fully herein.

27 16. Defendants, and each of them, and Doe Defendants 1  
28 through 100 are, and at all times herein mentioned, were engaged

1 in the business of designing, manufacturing, producing and  
2 selling to the public, motor vehicles for sale and use by members  
3 of the general public, and as a part of its business, defendants,  
4 and each of them, and Doe defendants 1 through 100, at a time  
5 unknown to plaintiff, designed, manufactured, and produced the  
6 2002 Ford motor vehicle ("product") operated by plaintiff on  
7 April 23, 2004.

8 17. Defendants, and each of them, and Doe defendants 1  
9 through 100, are and at all times herein mentioned were engaged  
10 in the business of selling to members of the general public, and  
11 other individuals who are reasonable and foreseeable users of the  
12 product operated by plaintiff [REDACTED] on April 23, 2004.

13 18. Defendants, and each of them, and Doe defendants 1  
14 through 100, intended that the above described product was safe  
15 to be used in the manner in which it was intended.

16 19. Defendants, and each of them, and Doe defendants 1  
17 through 100, at all time herein mentioned knew and intended that  
18 the aforementioned product would be used by the purchaser or  
19 ultimate user without inspection for defects therein.

20 20. That the product was defective when it left the control  
21 of defendants and each of them. Adequate warnings of the danger  
22 were not given.

23 21. The product was, at the time of delivery and thereafter  
24 as herein alleged, defective and unsafe for its intended purpose  
25 and use.

26 22. That on or about April 23, 2004, at the aforementioned  
27 time and place, while plaintiff was operating the aforementioned  
28 motor vehicle, the defendants, and each of them, did negligently,

1 recklessly, carelessly and wantonly maintain their motor vehicle,  
2 so as to cause the same to undergo unanticipated and sudden  
3 acceleration, thereby proximately causing the plaintiff to be  
4 severely injured as hereinafter described and further proximately  
5 causing the plaintiff to sustain injuries and damages as  
6 hereinafter described.

7 23. That as a proximate and direct result of the  
8 negligence, recklessness and carelessness of the defendants, and  
9 each of them, plaintiff has sustained, and in the future is  
10 certain to sustain disabling, serious and permanent injuries,  
11 pain, suffering and mental anguish in connection therewith, all  
12 to her general damages according to proof.

13 24. As a proximate result of the defect as herein alleged,  
14 plaintiff sustained serious and permanent injuries to her health,  
15 strength and activity and was caused to suffer extreme physical  
16 and mental pain, all to her general damage in an amount in excess  
17 of the minimum jurisdiction of this court.

18 25. As a further proximate result of the negligence,  
19 carelessness, and recklessness of the defendants, and each of  
20 them, and Doe defendants 1 through 100, plaintiff was required to  
21 and did employ physicians, surgeons and other practitioners of  
22 the healing art, hospitals, etc., to examine, treat and care for  
23 the plaintiff and did incur medical, hospital and incidental  
24 expenses. The exact amount of such expense is unknown to  
25 plaintiff at this time and plaintiff will ask leave to amend this  
26 pleading at an appropriate time or times to set forth the exact  
27 amount thereof when it is ascertained by plaintiff.

28 26. At the time of said injuries, plaintiff was employed in



1 her usual occupation and as a further proximate result of the  
2 negligence, recklessness and carelessness of the defendants and  
3 each of them, and by reason of said injuries suffered by her,  
4 plaintiff was unable to attend her usual occupation and thereby  
5 lost earnings and earning capacity. The full amount of such loss  
6 of earnings, past, present, and future, is an amount which is  
7 currently unknown to plaintiff, and plaintiff will amend this  
8 complaint to state the full amount of such damages when the same  
9 become known to her, or upon proof thereof.

10 **THIRD CAUSE OF ACTION FOR NEGLIGENCE**

11 (Against Defendants and each of them

12 and Doe Defendants 1 through 100, inclusive)

13 27. Plaintiff realleges and incorporates herein by  
14 reference each and every allegation contained in paragraphs 1  
15 through 26, as if set forth fully herein.

16 28. At all times herein mentioned, defendants, and each of  
17 them, and Doe defendants 1 through 100, inclusive, negligently,  
18 recklessly and carelessly did certain acts and failed to do other  
19 things, including but not limited to inventing, developing,  
20 designing, researching, guarding, purchasing, compounding,  
21 selecting, manufacturing, building, owning, inspecting,  
22 investigating, testing, labeling, representing, caring for,  
23 specifying, maintaining, packaging, supplying, shipping,  
24 furnishing, and selling of the above-mentioned product and  
25 negligently and carelessly failed to provide adequate and fair  
26 warning of the characteristics, dangers and hazards of the  
27 product to purchasers and users and members of the general  
28 public, including but not limited to plaintiff, and wilfully

1 failed to recall or cure one or more defects in the product  
2 involved, thereby directly and proximately causing the accident  
3 and occurrence described herein.

4 29. The product involved herein, to the present best  
5 information and belief of the plaintiff, was the motor vehicle  
6 manufactured by defendants FORD MOTOR COMPANY and Does 1 through  
7 100, inclusive.

8 30. That on or about April 23, 2004, at the aforementioned  
9 time and place, while plaintiff was operating the aforementioned  
10 motor vehicle, the defendants, and each of them, did negligently,  
11 recklessly, carelessly and wantonly maintain their motor vehicle,  
12 so as to cause the same to undergo unanticipated and sudden  
13 acceleration, thereby proximately causing the plaintiff to be  
14 severely injured as hereinafter described and further proximately  
15 causing the plaintiff to sustain injuries and damages as  
16 hereinafter described.

17 31. That as a proximate and direct result of the  
18 negligence, recklessness and carelessness of the defendants, and  
19 each of them, plaintiff has sustained, and in the future is  
20 certain to sustain disabling, serious and permanent injuries,  
21 pain, suffering and mental anguish in connection therewith, all  
22 to her general damages according to proof.

23 32. As a direct and proximate result of the recklessness,  
24 carelessness and negligence of the defendants, and each of them,  
25 and Doe defendants 1 through 100, plaintiff was hurt and injured  
26 in plaintiff's strength, health, and activity, sustaining injury  
27 to plaintiff's body, and shock and injury to plaintiff's nervous  
28 system and person, all of which injuries have caused and continue

1 to cause plaintiff great mental, physical and nervous pain and  
2 suffering. Plaintiff is informed and believes and hereon alleges  
3 that those injuries will result in permanent disability to  
4 plaintiff, all to plaintiff's general damage in a sum within the  
5 jurisdiction of this court.

6 33. As a further proximate result of the negligence,  
7 carelessness, and recklessness of the defendants, and each of  
8 them, and Doe defendants 1 through 100, the plaintiff was  
9 required to and did employ physicians, surgeons and other  
10 practitioners of the healing arts, hospitals, etc., to examine,  
11 treat and care for plaintiff, and did incur medical, hospital and  
12 incidental expenses. The exact amount of such expense is unknown  
13 to plaintiff at this time, plaintiff will ask leave to amend this  
14 pleading at an appropriate time or times to set forth the exact  
15 amount thereof when it is ascertained by plaintiff.

16 34. At the time of said injuries, plaintiff was employed in  
17 her usual occupation and as a further proximate result of the  
18 negligence, recklessness and carelessness of the defendants and  
19 each of them, and by reason of said injuries suffered by her,  
20 plaintiff was unable to attend her usual occupation and thereby  
21 lost earnings and earning capacity. The full amount of such loss  
22 of earnings, past, present, and future, is an amount which is  
23 currently unknown to plaintiff, and plaintiff will amend this  
24 complaint to state the full amount of such damages when the same  
25 become known to her, or upon proof thereof.


26  
27 **WHEREFORE**, plaintiff prays for judgment against the  
28 defendants, and each of them, for:

AS TO ALL CAUSES OF ACTION

1. For general damages according to proof.
2. For special damages for X-ray, medical and sundry expenses, according to proof.
3. For loss of earnings and earning capacity, according to proof.
4. For the costs of suit incurred herein.
5. For such other and further relief as the Court may deem just and proper.

Dated: October 5, 2004

LAW OFFICES OF ERIC BRYAN  
SEUTHE & ASSOCIATES

BY:   
ERIC BRYAN SEUTHE  
ATTORNEYS FOR PLAINTIFF

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required in all new civil case filings in the Los Angeles Superior Court**

- I. Check the types of hearing and fill in the estimated length of hearing expected for this case:  
 JURY TRIAL?  YES    CLASS ACTION?  YES    LIMITED CASE?  YES    TIME ESTIMATED FOR TRIAL 5  HOURS/  DAYS.
- II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to No. III, Pg. 4):  
**1** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.  
**2** Check one Superior Court type of action in Column 2 below which best describes the nature of this case.  
**3** In Column 3, circle the reason for the court location choice that applies to the type of action you have checked.

**Applicable Reasons for Choosing Courthouse Location (See Column 3 below)**

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

**4** Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input checked="" type="checkbox"/> A7100 Motor Veh. - Pers. Injury/Prop. Dam./Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Pers. Inj/Prop. Dam./Wrongful Death - Unins. Motorist	1., 2., 4.
	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestiosis - Personal Injury/Wrongful Death	2. 2.
Other PI/PD/WD Tort	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other PI/PD/WD (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7271 Negligent Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 3. 1., 2., 4.
Non-PI/PD/WD Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

SHORT TITLE: <span style="background-color: black; color: black;">[REDACTED]</span> v. Ford, et al.	CASE NUMBER
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	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Employment Non-PI/PD/WD Tort (Contd)	Prof. Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Oth Non-PI/PD/WD Tort (35)	<input type="checkbox"/> A6025 Other Non-PI/PD/WD Tort - Intentional	2., 3.
		<input type="checkbox"/> A6026 Other Non-PI/PD/WD Tort - Negligence	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
		<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
		<input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property	Emnt Dom/Inv. Cond. (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 8.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not em. domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 8.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm Arbitration	2., 5.

Judicial Review (continued)  
Provisionally Complex Litig.  
Enforcement of Judgment  
Misc. Civ. Cmplts  
Misc. Civil Petitions

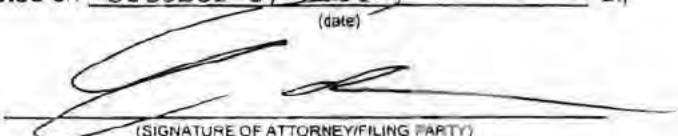
-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Oth. Jud. Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2, 8.
Antitrust/Trade Reg. (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1, 2, 3.
Claims Inv. Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 6.
Securities Litig. (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8.
Tox. Tort/Environm (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8.
Ins Cims - Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2, 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8.
Partnership/Corp. Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2, 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 4, 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9.

SHORT TITLE: <span style="background-color: black; color: black;">[REDACTED]</span> v. Ford, et al.	CASE NUMBER
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III. Statement of Location: Enter the address of the accident, party residence or place of business, performance, or other circumstance indicated in No. II., item 3 on Page 1 as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER ITEM -3- WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 245 S. Lucas Avenue Los Angeles, CA 90026
CITY: Los Angeles	STATE: CA	ZIP CODE: 90026	

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the Superior courthouse in the Central District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on October 5, 2004 at Beverly Hills California.  
(city) (date)

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Eric Bryan Seuthe, Esq.

### New Civil Case Filing Instructions

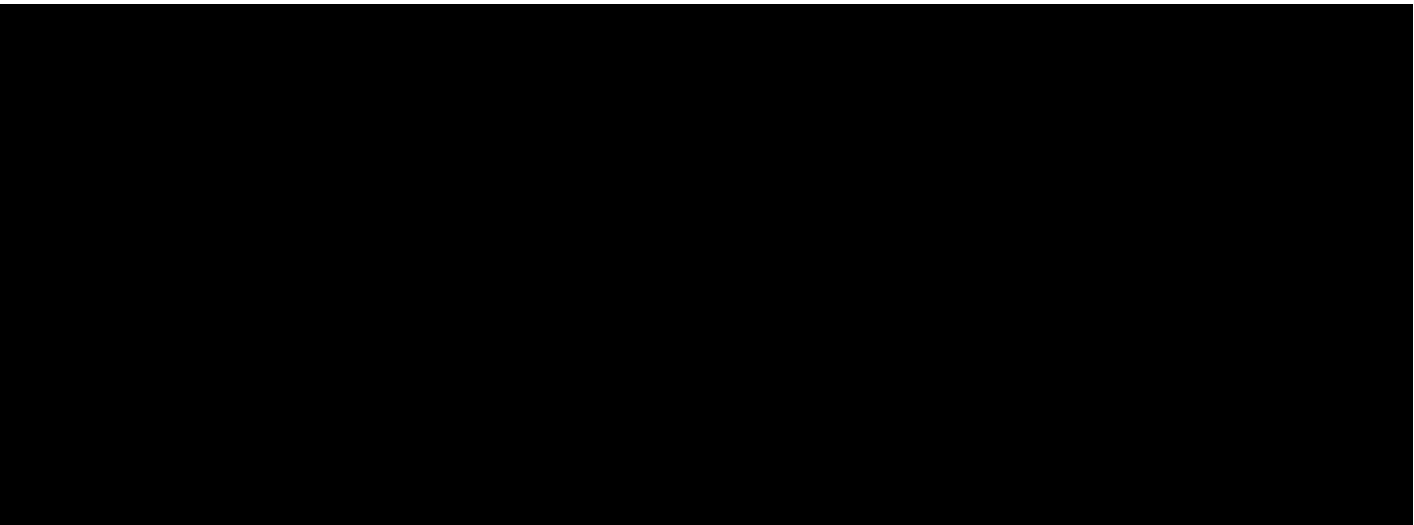
This addendum form is required so that the court can assign your case to the correct courthouse location in the proper district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the courthouse location, as set forth in Los Angeles Superior Court Local Rule 2.0. It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in **ALL** civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk (Summons forms available at the Forms Counter).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet" form [Superior Court Form Number CIV 109, revised 09-03], completely filled out (Item II. does not apply in limited civil cases) and submitted with the Civil Case Cover Sheet.\*
5. Payment in full of the filing fee (unless filing on behalf of state or local government or no fee is due for the type of case being filed) or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

\* With the exception of unlimited civil cases concerning property damage, bodily injury or wrongful death occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all unlimited jurisdiction civil actions may be optionally filed either in the Central District or in whichever other court location the rule would allow them to be filed. When a party elects to file an unlimited jurisdiction civil action in Central District that would also be eligible for filing in one or more of the other court locations, this form must still be submitted with location and assignment information completed.





# TransPaC Solutions

P.O. Box 36220  
Louisville, KY 40233-6200  
FAX (800) 723-4869

December 22, 2005

FORD MOTOR COMPANY  
3 PARKLANE BLVD STE 300 WEST  
DEARBORN MI 48126

JAN 04 2006  
(AS)

RE: Insured: [REDACTED]  
Insurance Company: AUTO CLUB INSURANCE ASSOCIATION  
Date of Incident: 8/12/2005  
Event Number: TPCS - 461025 - 698927  
Amount Paid: 5176.94  
Your Insured :  
Your File Number: RECALL 04S25

Dear ,

JAN 04 2006

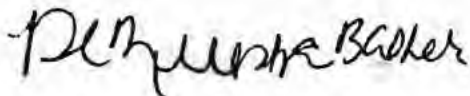
AUTO CLUB INSURANCE ASSOCIATION has retained the services of TransPaC Solutions to act as their subrogation and/or reimbursement agent with regard to payments that were paid by AUTO CLUB INSURANCE ASSOCIATION for above-referenced accident.

AUTO CLUB INSURANCE ASSOCIATION has transferred the above-referenced file to TransPac Solutions, and any questions you may have regarding this matter, including settlement/reimbursement, should be directed to my attention.

I request that you contact me within fourteen (14) days from the date of this letter and provide me with the current status.

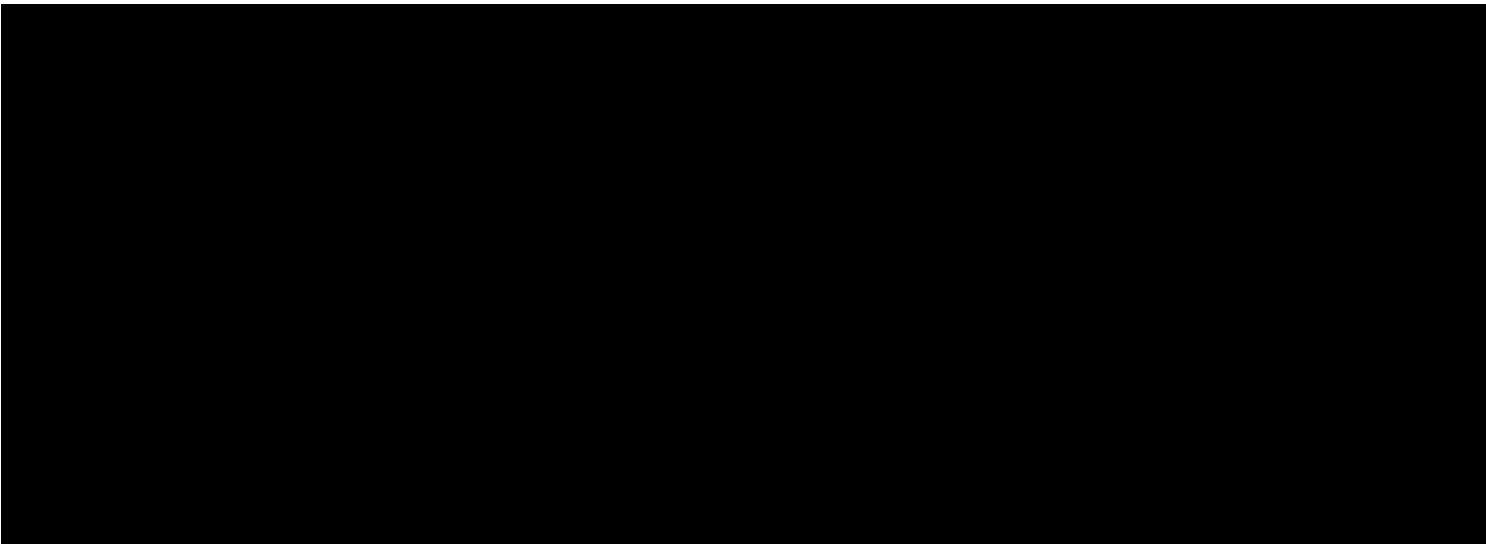
Thank you for your cooperation and assistance in this matter.

Sincerely,



Dequesha Baker  
(877) 479-5154

451025 - 698927/TCLINTRO



THE COURT OF COMMON PLEAS, SCIOTO COUNTY, OHIO  
GENERAL DIVISION

SUMMONS ON COMPLAINT

[REDACTED]  
MINFORD, OH [REDACTED]

07CIH00049

PLAINTIFF

VS.

FORD MOTOR COMPANY  
AKA:  
FORD CORPORATION SYSTEM  
1300 E 9TH ST - SUITE 1010  
CLEVELAND, OH 44114

DEPENDANT

TO THE WITHIN NAMED DEFENDANT: FORD MOTOR COMPANY

YOU ARE HEREBY SUMMONED THAT A COMPLAINT (A COPY OF WHICH IS ATTACHED AND MADE A PART HEREOF HAS BEEN FILED AGAINST YOU IN THIS COURT BY THE PLAINTIFF(S) NAMED HEREIN.

YOU ARE REQUIRED TO SERVE UPON THE PLAINTIFF(S) ATTORNEY, A COPY OF YOUR ANSWER TO THE COMPLAINT WITHIN 28 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU, EXCLUSIVE OF THE DAY OF SERVICE ON PLAINTIFFS ATTORNEY. SAID ANSWER MUST BE FILED WITH THIS COURT WITHIN 3 DAYS AFTER SERVICE ON PLAINTIFF'S ATTORNEY.

THE NAME AND ADDRESS OF THE PLAINTIFF(S) ATTORNEY IS AS FOLLOWS:

KAHN & ASSOCIATES LLC  
55 PUBLIC SQUARE - STE 650  
CLEVELAND OH 44113

IF YOU FAIL TO APPEAR AND DEFEND, JUDGEMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT

MILDRED E. THOMPSON  
CLERK OF COURTS

BY: \_\_\_\_\_

January 22, 2007

(RULE 4 OF THE OHIO RULES OF CIVIL PROCEDURE)

IN THE COURT OF COMMON PLEAS  
SCIOTO COUNTY, OHIO

TRUSTY

JAN 22 2007 9:03

[REDACTED]

Minford, OH  
Plaintiff,

vs.

FORD MOTOR COMPANY  
c/o CT Corporation System  
1300 E. 9<sup>th</sup> Street, Suite 1010  
Cleveland, Ohio 44114  
Defendant.

Case No:

[REDACTED]

Judge:

*Marshall*

COMPLAINT

(Jury Demand Endorsed Hereon)

Now comes Plaintiff, [REDACTED], by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiff, [REDACTED], is an adult individual citizen and legal resident of the state of Ohio, residing at [REDACTED], Minford, OH [REDACTED]
2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conducting business in the State of Ohio, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 1300 E. 9<sup>th</sup> Street, Suite 1010, Cleveland, Ohio 44114.
3. On or about February 29, 2004, Plaintiff purchased a 2004 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number IFMYU03114D [REDACTED] (hereinafter the "vehicle").

THE STATE OF OHIO  
Scioto County, ss.

HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS TRULY TAKEN AND COPIED FROM THE ORIGINAL DOCUMENT NOW ON FILE IN MY OFFICE WITHIN 60 DAYS AND SEAL OF SAID COURT.

JAN 22 2007

Michael E. Thompson, Clerk

BY: *[Signature]* DEPUTY

4. The vehicle was purchased in the State of Ohio and is registered in Ohio.
5. The price of the vehicle and/or the total of payments is approximately \$25,424.18.
6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.
8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

**COUNT I**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT**

9. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
10. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
11. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).
12. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).

13. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6) and/or a "Service Contract" as defined by 15 USC 2301(8).
14. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
15. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. §2310 (e).
16. Section 15 U.S.C. §2310 (d) (1) provides:

Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....
17. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.
18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.
19. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT II**  
**OHIO UNIFORM COMMERCIAL CODE**

20. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
21. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:
  - a. Express Warranty
  - b. Implied Warranty of Merchantability; and
  - c. Implied Warranty of Fitness for a Particular Purpose.
22. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
23. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
24. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.



25. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT III**  
**IMPLIED WARRANTY IN TORT**

26. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

27. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual, statutory and/or common law obligations of Defendant, including, but not limited to, the following:

- a. Implied Warranty of Merchantability sounding in Tort; and
- b. Implied Warranty of Fitness for a Particular Purpose sounding in Tort.

28. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's implied warranties, obligations and representations with regard to the vehicle.

29. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's implied warranties, obligations and representations with regard to the vehicle.

30. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT IV**  
**OHIO CONSUMER SALES PRACTICES ACT**

31. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
32. Section 1345.01 et seq. is commonly known as, and will hereinafter be referred to as, the "Ohio Consumer Sales Practices Act" or "CSPA."
33. Plaintiff is a "Person," as defined by R.C. § 1345.01 (B).
34. Defendant is a "Supplier" and a "Person" as defined by R.C. § 1345.01 (C)& (B).
35. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by R.C. § 1345.01 (A).

UNFAIR, DECEPTIVE OR UNCONSCIONABLE ACTS GENERALLY

36. In connection with said transaction, Defendant committed unfair, deceptive and unconscionable acts and practices in violation of R.C. §1345.02 and R.C. §1345.03.

*Said acts and practices include, but are not limited to, the following:*

37. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.
38. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.
39. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.
40. Defendant's representation that the vehicle was fit for ordinary purposes, was untrue.
41. Defendant's representation that the vehicle was merchantable was untrue.
42. Defendant's violation of the Magnuson-Moss Warranty Act constitutes an unfair, deceptive and/or unconscionable sales practice.
43. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE  
BY ATTORNEY GENERAL RULES

- 44. In connection with said transaction, Defendant committed acts and practices that have been declared to be unfair, deceptive or unconscionable by rules adopted pursuant to R.C. §1345.05(B)(2).
- 45. Said acts and practices were committed after such rules were made available for public inspection pursuant to R.C. §1345.05(A)(3).

*Said acts and practices include, but are not limited to, the following:*

- 46. Defendant may have violated the Motor Vehicle Repairs and Services Rule by failing to comply with all the requirements of O.A.C. § 109:4-3-13.
- 47. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE  
BY OHIO COURTS

- 48. In connection with said transaction, Defendant committed acts and practices that have been declared violations of R.C. §1345.02 and/or R.C. §1345.03 by Courts of the State of Ohio.
- 49. Said acts and practices were committed after such court decisions were made available for public inspection pursuant to R.C. §1345.05(A)(3).

*Said acts and practices include, but are not limited to, the following:*

- 50. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which

has been declared a violation of the CSPA in Brown v. Spears, No. 8897 (Muni, Franklin 1979); Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.

51. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work, which is behavior declared a violation in Brown v. Lyons, 322 N.E.2d 380 (CP Hamilton 1974); Pearson v. Tom Harrigan Oldsmobile-Nissan, Inc., No. 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and Brown v. Spears, No. 8897 (Muni, Franklin 1979).
52. Defendant failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974).
53. Defendant refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in Holsinger v. Krystal Klear Sales & Service, Inc., No. 91-CV-55 (CP, Meigs 1991) and Price v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).
54. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages in excess of \$25,000.00 and/or the statutory minimum of \$200 for each additional unlawful act specified, over and above any treble damage award;
2. Costs, including expert witness fees and reasonable attorney's fees;
3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and
4. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.

  
G. BRAD RIFFE (0073843)  
55 Public Square  
Suite 650  
Cleveland, Ohio 44113  
Ph.: (216) 621-6101  
Fax: (216) 621-6006  
Attorney for Plaintiff

**JURY TRIAL**

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs and the determination of which damages shall be trebled, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.

  
\_\_\_\_\_  
G. BRAD RIFFE (0073843)  
Attorney for Plaintiff

061577LL / PRATT, T. V. FORD\T\team50\template\document\00000060.dot

**CERTIFIED MAIL**

**MILDRED E. THOMPSON**

*Scioto County Clerk of Courts*  
SCIOTO COUNTY COURT HOUSE  
602 7th STREET, ROOM 205  
PORTSMOUTH, OHIO 45662



7160 3901 7849 8395 8552

**RETURN RECEIPT REQUESTED**



UNITED STATES POSTAGE  
EAGLE  
\$ 05.12<sup>00</sup>  
MAILED FROM ZIP CODE 45662

07CIH00049 [REDACTED] / FORD MOTOR

FORD MOTOR COMPANY  
% CT CORPORATION SYSTEM  
1300 E 9TH ST - SUITE 1010  
CLEVELAND, OH 44114

JAN 23 2007

44114\$1506 C026





### ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
12/11/2006 CLOSED	[REDACTED] LEGAL - OTHER ATTORNEY DEMAND	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	07
11/21/2006 INELIGIBL	[REDACTED] DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	06
10/13/2006 CLOSED	[REDACTED] CI - ATTORNEY GENERAL	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	05
9/18/2006 CLOSED	[REDACTED] CRC RELATED - POSITIVE FEEDBACK	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	01
9/5/2006 CLOSED	[REDACTED] WARRANTY - VEHICLE REPLACEMENT REQUEST	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	03
8/31/2006 CLOSED	[REDACTED] CRC RELATED - F/M CSR FOLLOWING CONTACT	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	01
8/10/2006 CLOSED	[REDACTED] WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	01
8/10/2006 CLOSED	[REDACTED] WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	01
8/10/2006 CLOSED	[REDACTED] WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	01
9/27/2004 CLOSED	[REDACTED] WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	1FMYU03114D [REDACTED] 471782714	2004 ESCAPE	02

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED] Year: 2004 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2004-02-29  
 Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE Primary Phone [REDACTED]  
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Dealer: 02243 DICK MASHETER FORD INC  
 Odometer: 38500 MI Comm Type: INBOUND MAIL-OTHER  
 Analyst Name: LEICH,CHERIE Analyst: CLEICH  
 Action Date: 12/07/2006 Action Time: 10.27.36.172 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMPED 11-21-06. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR ELECTRICAL, STEERING, WINDSHIELD, AND ENGINE CONCERNS.ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE

Data Element Name	Data Value
NAME OF LAW FIRM	KAHN & ASSOCIATES
ATTORNEY NAME	G. BRAD RIFFE
ATTORNEY PHONE NUMBER	2166216101
ANALYST ID	VKIRKSE1

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 02243 DICK MASHETER FORD INC  
 Odometer: 38500 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: KIRKSEY VINCE Analyst: VKIRKSE1  
 Action Date: 12/08/2006 Action Time: 08.37.57.950 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*-LPA HAS SENT AN ACKNOWLEDGEMENT LETTER TO THE ATTORNEY ON BEHALF OF HIS CLIENT

Action: INFORMATIONAL CALL/FAX Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 02243 DICK MASHETER FORD INC  
 Odometer: 38500 MI Comm Type: OUTBOUND EMAIL-OTHER  
 Analyst Name: KIRKSEY VINCE Analyst: VKIRKSE1  
 Action Date: 12/11/2006 Action Time: 10.58.50.208 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*-LPA HAS SENT AN E-MAIL TO THE ZONE MANAGER/FSE REQUESTING ADDITIONAL INFORMATION REGARDING THE CUSTOMER'S CONCERNS.

Action: CLOSING COMMENTS - DENIAL - BASED ON LITIGATION PREVENTION REVIEW  
 Dealer: 02243 DICK MASHETER FORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION

PREVENTION

**Odometer:** 38500 MI

**Comm Type:** OUTBOUND FAX-  
OTHER

**Analyst Name:** KIRKSEY  
VINCE

**Analyst:** VKIRKSE1

**Action Date:** 12/11/2006

**Action Time:** 11.00.28.225

**Action Data:** No

**Comments** \*\*\*LPA COMMENTS\*\*\*-LPA HAS REVIEWED THE ABOVE CASE. UNFORTUNATELY, WE WILL BE UNABLE TO PROVIDE ASSISTANCE IN THE MATTER, AND PROPOSE NO FURTHER ACTION.

---

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED] Year: 2004 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-29  
Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]  
Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: INELIGIBLE

Action: OPEN - PENDING ELIGIBILITY  
Dealer: 02243 DICK MASHETER FORD INC Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 38500 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 11/20/2006 Action Time: 11.00.20.318 Action Data: No

Comments NEW CASE: FRD0668716. REPRESENTED BY G. BRAD RIFFE OF KAHN & ASSOCIATES. PROBLEMS: DEFECTIVE ELECCTRIAL SYSTEM,DEFECTIVE STEERING,DEFECTIVE WINDSHIELD,DEFECTIVE ENGINE.

Action: VEHICLE INELIGIBLE DUE TO MILEAGE  
Dealer: 02243 DICK MASHETER FORD INC Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 38500 MI Comm Type: MAIL  
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25  
Action Date: 11/21/2006 Action Time: 21.00.36.431 Action Data: No

Comments VEHICLE INELIGIBLE DUE TO MILEAGE

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED] Year: 2004 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2004-02-29  
 Symptom Desc: RESTRAINTS AIR BAG SYSTEM INDICATOR Primary Phone: [REDACTED]  
 Reason Desc: CI - ATTORNEY GENERAL Secondary Phone: [REDACTED]  
 Issue Type: 05 PRIORITY Issue Status: CLOSED

Action: OPEN PRIORITY CONTACT  
 Dealer: 02243 DICK MASHETER FORD INC Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Odometer: 36988 MI Comm Type: INBOUND CUSTOMER MAIL  
 Analyst Name: JACKSON Analyst: CJACKS84  
 (CJACKS84),CELESTE  
 Action Date: 09/13/2006 Action Time: 09.09.41.740 Action Data: Yes

Comments SR. CI ANALYST COMMENTS: CUSTOMER STATES CONCERN AS AIRBAG LIGHT, WINDSHIELD LEAKS, SQUEEK IN STEERING WHEEL AND PAINT SCRATCHED DOWN TO BARE METAL(DOOR SILL) FROM AIRBAG SYSTEM REPAIR ATTEMPT. CUSTOMER SEEKS: CI REQUESTS ZM REVIEW AND CONTACT CUSTOMER DIRECTLY, PLEASE PROVIDE DETAILS OF ACTION TAKEN, RESOLUTION AND CUSTOMER LEVEL OF SATISFACTION W/RESOLUTION. ACKNOWLEDGEMENT SENT TO REFERRING PARTY.

Data Element Name	Data Value
3RD PARTY AGENCY	AG/OH
REGION NUMBER	MW
DATE OF LETTER (MM-DD-YYYY)	08-31-2006
DATE RECEIVED (MM-DD-YYYY)	09-06-2006
TIME RECEIVED (HH:MM)	11:43

Action: TRANSFER ISSUE  
 Dealer: 02060 BARNETT FORD, INC. Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Odometer: 36988 MI Comm Type: INBOUND EMAIL-OTHER  
 Analyst Name: JACKSON Analyst: CJACKS84  
 (CJACKS84),CELESTE  
 Action Date: 09/20/2006 Action Time: 15.36.26.776 Action Data: No

Comments SR. CI ANALYST COMMENTS: PER ZM TRANSFER TO BARNETT FORD AS PER CUSTOMER'S REQUEST. CUSTOMER REFUSES TO GO BACK TO DICK MASHETER FORD. TRANSFERING FOR APPROPRIATE CASE HANDLING.

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 02060 BARNETT FORD, INC. Origin Desc: DEALER  
 Odometer: 36988 MI Comm Type: PHONE  
 Analyst Name: BARNETT FORD Analyst: H-CRABTR  
 Action Date: 09/26/2006 Action Time: 11.14.51.600 Action Data: No

Comments ADVISED CUST TO RETURN TO DICK MASHETER FORD BECAUSE HIS WARRANTY HAS EXPIRED & THAT DEALERSHIP WAS FAMILER WITH HIS CONCERNS.CUST AGREE TO RETURN TO DICK MASHETER FOR INSPECTION.

Action: CLOSE PRIORITY CONTACT

**Dealer:** 02060 BARNETT FORD, INC.

**Origin Desc:** CONSUMER AFFAIRS -  
CONSUMER INTERVENTION

**Odometer:** 36988 MI

**Comm Type:** INBOUND  
CUSTOMER MAIL

**Analyst Name:** JACKSON  
(CJACKS84).CELESTE

**Analyst:** CJACKS84

**Action Date:** 10/13/2006

**Action Time:** 10.43.25.674

**Action Data:** No

**Comments** COMMENTS: CI SENT CLOSING RESPONSE LETTER TO REFERRING PARTY AND DIRECTLY TO CUSTOMER. ZM AND DEALERSHIP DIRECTLY INVOLVED.

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All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED] Year: 2004  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: UNKNOWN SOURCE NOISE PASSENGER COMP.  
Reason Desc: CRC RELATED - POSITIVE FEEDBACK  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2004-02-29  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED

Dealer:

Odometer: 36800 MI

Analyst Name: CHRISTOPHER KNAPP (CKNAPP8)

Action Date: 09/18/2006

Comm Type: PHONE

Analyst: CKNAPP8

Action Time: 10.31.21.565 Action Data: No

Origin Desc: US INQUIRY CASE BASE

Comments CUSTOMER SAID: -> CUST STATES RECIEVED CALL FROM "JOE" A CCST, TELLING HIM TO TAKE IT BACK TO THE ORIGINAL DLR.+CUST STATES WILL -NEVER- GO TO THAT DLR.+CUST STATES HAVE CONTACTED ATTORNEY GENERAL ABOUT THIS VEH.+CUST IS PURSUEING LEMON LAW BY OUTSIDE MEANS.+CUST WILL NOT BE TAKING THE VEH ANYWHERE.+CUST STATES THAT " TELL THIS TO THAT CCST, THEY NEVER LEAVE NUMBERS AND THIS TIME THE MESSAGE WAS SO GARBLED THE HE COULD BARELY UNDERSTAND IT.+"PLEASE TELL THE WHO EVER IT WAS, THIS INFORMATION, THAT I WILL NOT BE GOING TO THAT DLR, EVER AGAIN.+ CUST STATES THAT THIS IS ALL BECAUSE HE HAS A SQUEAK IN THE STEARING WHEEL=+SEE HISTORICS FOR ALL OTHER INFOCRC ADVISED: THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS. THE INFORMATION HAS BEEN DOCUMENTED AND THAT THEIR OPINIONS ARE VALUABLE TO US. WE WILL REVIEW YOUR COMMENTS WITH THE REPRESENTATIVES INVOLVED.

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All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED]  
Name: [REDACTED]  
Symptom Desc: INDICATOR CHECK ENGINE  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST  
Issue Type: 03 CONCERN  
Initial Customer Contact: 09/05/2006

Year: 2004  
Owner Status: Original  
Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2004-02-29  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 02243 DICK MASHETER FORD INC  
Odometer: 36800 MI  
Analyst Name: JENNA WHITE (JWHIT243)  
Action Date: 08/28/2006

Origin Desc: US CONCERN CASE BASE

Comm Type: PHONE  
Analyst: JWHIT243  
Action Time: 10.07 47.643 Action Data: No

**Comments** CUSTOMER SAID: -CUST STATED THAT THE VEH HAS A A SQUEEK IN THE STEERING SINCE THE DAY OF PURCHASE -CUST IS ORIGINAL OWNER OF THE VEH -CUST STATED THAT THE VEH HAS BEEN IN THE DLR { 3 DIFFERENT DLRS } AND ALL OF THEM WILL REPLACE PARTS BUT THE CONCERN IS STILL PRESENT -CUST STATED THAT THERE IS ALSO A WATER LEAK IN THE WINDSHIELD THAT HAS NOT BEEN REPAIRED -CUST STATED THAT THE MOST CONCERNING ISSUE IS THE AIRBAG LIGHT -CUST STATED THAT THE LIGHT ON THE DASH FOR THE AIRBAG INDICATOR WILL FLASH OFF AND ON AND HAS DONE SO FOR MONTHS -CUST STATED THAT THE VEH IS UNSAFE AND HE HAS CONTACTED AN ATTORNEY -CUST STATED THAT HE HAS ALSO WRITTEN A LETTER TO CONSUMER AFFAIRS AND WANTED AN ADDRESS TO SEND IT TO HER -CUST STATED THAT THE VEH IS UNREPAIRABLE AND HE FEELS IF THEY WERE IN AN ACCIDENT HIM OR HIS WIFE WOULD BE KILLED BECAUSE THE AIRBAGS DONE WORK -CUST STATED THAT THE DLR TOLD HIM THAT THE AIRBAGS WERE FINE AND THE SENSOR ON THE DASH WAS MALFUNCTIONING CUST STATED THAT DICK MASTER OFFERED HIM A GOOD DEAL ON A TRADE IN BUT HE DOESNT WANT ANOTHER FORD -CUST STATED THAT HE IS SEEKING A VEH REPURCHASEDEALER SAID: DICK MASHETER FORD INC1090 SOUTH HAMILTON ROAD COLUMBUS, OH 43227TEL: (614) 861-7150FAX: (614) 861-7303CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO THE DEALERSHIP. THE CRM/SM WILL CONTACT YOU TO DISCUSS YOUR CONCERNS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD 'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY\*\*\* NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS.-OBC TO DLR { TJ IN SERVICE }DLR STATED THAT THE VEH HAS BEEN IN THIS DLR ONCE FOR AN AIRBAG ISSUE -DLR STATED THAT THE VEH WAS REPAIRED BY PUTTING ON NEW PARTS AS PER TSB -DLR STATED THAT THERE WAS A SQUEEK IN THE STEERING THAT THEY REPLACED PARTS AND IS NOW NOT SQUEEKING -DLR STATED THAT THE CUST STATED THAT CIGARETTE LIGHTER DIDNT WORK BUT IT DID -DLR STATED THAT THE CUST HAS BEEN TO OTHER DLRS -DLR STATED THAT THE CUST STATED THAT THE VEH HAS A WINDSHIELD LEAK -DLR STATED THAT CONCERN WAS VERIFIED AND REPAIRED -DLR STATED THAT THEY WERE UNAWARE THAT THE CUST WAS HAVING ANY FURTHER CONCERNS -DLR STATED THAT THE CUST DID NOT REQUEST A BUYBACK THROUGH THEM

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 02243 DICK MASHETER FORD INC  
Odometer: 36800 MI  
Analyst Name: CHIDA, CRYSTAL  
Action Date: 09/05/2006

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE  
Analyst: CCHIDA  
Action Time: 10.47 31.105 Action Data: No

**Comments** ==CCST REP CCHIDA-7073== -REP MADE OBC TO CUSTOMER TO ADVISE CUSTOMER FORD WILL NOT BE REPLACING HIS VEHICLE, CUSTOMER WAS NOT AVAILABLE LIM TO HAVE CUSTOMER CALL BACK -VEHICLE DOESNT QUALIFY FOR LL

Action: DOCUMENT INFORMATION AND CLOSE CONTACT  
Dealer: 02243 DICK MASHETER FORD INC  
Odometer: 36800 MI  
Analyst Name: CHIDA, CRYSTAL

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE  
Analyst: CCHIDA



**Action Date:** 09/05/2006

**Action Time:** 13.28.11.923 **Action Data:** No

**Comments** ==CCST REP CCHIDA-7073== -REP ADVISED CUSTOMER THAT FORD WOULD NOT BE REPURCHASING HIS VEHICLE BACK-CUSTOMER WAS NOT HAPPY WITH THE ANSWER AND STATED HE WAS PURSUING THE LL- NO FURTHER ACTION REQUIRED BY THE FIELD==CASE CLOSED==

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All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED] Year: 2004 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-29  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS  
Dealer: Origin Desc: US CONCERN CASE BASE  
Odometer: 36800 MI Comm Type: PHONE  
Analyst Name: CHATELIER TIFFANY Analyst: TCHATELI  
Action Date: 08/31/2006 Action Time: 09.21.49.353 Action Data: No

Comments CUSTOMER SAID: -JUST WANTED TO KNOW IF THERE WAS ANY RESOLUTION YET-WIFE'S NAME IS KELLY DEALER SAID: -NONE CRC ADVISED. PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

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All Action Details for Issue

Print

VIN: 1FMYU031140 [REDACTED] Year: 2004  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: UNKNOWN SOURCE NOISE PASSENGER COMP.  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2004-02-29  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS

Dealer: 02243 DICK MASHETER FORD INC

Odometer: 34676 MI

Analyst Name: MASON (FMASON16),FREDDIE

Action Date: 08/10/2006

Comm Type: PHONE

Analyst: FMASON16

Action Time: 11.03.15.360 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: -HAD VEH IN FOR WARRANTY WORK-CUST SAYS THAT THE DLRSHP TOLD HIM TO COME PICK THE VEH UP BECAUSE THEY ARE CLOSING THE DLRSHP-CUST SAYS THAT THE WORK WAS NEVER DONE-CUST SAYS THAT THE AIR BAG LIGHT IS ON-CUST SAYS THE WIND SHIELD IS LEAKING ON THE DR SIDE BOTTOM-THE VEH IS WITH THE CUST-CUST IS TAKING TEH VEH IN TO ANOTHER DLRSHP ON THE 21ST-THE CIGERETTE LIGHTER DOES NOT WORK STEERING WHEEL IS SQUEAKING-CUST WANTS DOCUMENTATION DEALER SAID: -CUST SAYS THAT THE DLRSHP TOLD HIM TO COME PICK THE VEH UP BECAUSE THEY ARE CLOSING THE DLRSHPDICK MASHETER FORD INC1090 SOUTH HAMILTON ROAD COLUMBUS, OH 43227 TEL: (614) 861-7150 CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN/MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.

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All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED] Year: 2004  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: RESTRAINTS AIR BAG SYSTEM INDICATOR  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2004-02-29  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS

Dealer: 02243 DICK MASHETER FORD INC

Origin Desc: US CONCERN CASE BASE

Odometer: 34676 MI

Comm Type: PHONE

Analyst Name: MASON (FMASON16),FREDDIE

Analyst: FMASON16

Action Date: 08/10/2006

Action Time: 11 02.19.592 Action Data: No

Comments CUSTOMER SAID: -HAD VEH IN FOR WARRANTY WORK-CUST SAYS THAT THE DLRSHIP TOLD HIM TO COME PICK THE VEH UP BECAUSE THEY ARE CLOSING THE DLRSHIP-CUST SAYS THAT THE WORK WAS NEVER DONE-CUST SAYS THAT THE AIR BAG LIGHT IS ON-CUST SAYS THE WIND SHIELD IS LEAKING ON THE DR SIDE BOTTOM-THE VEH IS WITH THE CUST-CUST IS TAKING TEH VEH IN TO ANOTHER DLRSHIP ON THE 21ST-THE CIGERETTE LIGHTER DOES NOT WORK STEERING WHEEL IS SQUEAKING-CUST WANTS DOCUMENTATION DEALER SAID: -CUST SAYS THAT THE DLRSHIP TOLD HIM TO COME PICK THE VEH UP BECAUSE THEY ARE CLOSING THE DLRSHIP DICK MASHETER FORD INC 1090 SOUTH HAMILTON ROAD COLUMBUS, OH 43227 TEL: (614) 861-7150 CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN/MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.

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All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED] Year: 2004  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: HRN/SPD CNTRL LIGHTER FUNCTION  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2004-02-29  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 02243 DICK MASHETER FORD INC Origin Desc: US CONCERN CASE BASE  
Odometer: 34676 MI Comm Type: PHONE  
Analyst Name: MASON (FMASON16),FREDDIE Analyst: FMASON16  
Action Date: 08/10/2006 Action Time: 11.01.16.305 Action Data: No

Comments CUSTOMER SAID: -HAD VEH IN FOR WARRANTY WORK-CUST SAYS THAT THE DLRSHIP TOLD HIM TO COME PICK THE VEH UP BECAUSE THEY ARE CLOSING THE DLRSHIP-CUST SAYS THAT THE WORK WAS NEVER DONE-CUST SAYS THAT THE AIR BAG LIGHT IS ON-CUST SAYS THE WIND SHIELD IS LEAKING ON THE DR SIDE BOTTOM-THE VEH IS WITH THE CUST-CUST IS TAKING TEH VEH IN TO ANOTHER DLRSHIP ON THE 21ST-THE CIGERETTE LIGHTER DOES NOT WORKSTEERING WHEEL IS SQUEAKING-CUST WANTS DOCUMENTATIONDEALER SAID: -CUST SAYS THAT THE DLRSHIP TOLD HIM TO COME PICK THE VEH UP BECAUSE THEY ARE CLOSING THE DLRSHPDICK MASHETER FORD INC1090 SOUTH HAMILTON ROAD COLUMBUS, OH 43227TEL: (614) 861-7150CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN/MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.

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All Action Details for Issue

Print

VIN: 1FMYU03114D [REDACTED]  
Name: [REDACTED]  
Symptom Desc: STRG/HANDLING NOISE ACCELERATION/DECEL  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM  
Issue Type: 02 INFORMATION

Year: 2004  
Owner Status: Original  
Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2004-02-29  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 02060 BARNETT FORD, INC  
Odometer: 8421 MI  
Analyst Name: FERRARO KRISTINA  
Action Date: 09/27/2004

Comm Type: PHONE  
Analyst: KFERRARO  
Action Time: 13.06.17.892

Origin Desc: US CONCERN CASE BASE

Action Data: No

**Comments** CUSTOMER SAID: =CUST PURCHASED VEH IN COLUMBUS, OH =AROUND 7000MI, TOOK VEH TO DLR FOR A SQUEAK IN THE STEERING WHEN DRIVING STRAIGHT=WHEN TURNING A FEW DEGREES TO THE LEFT OR RIGHT IT DOESN'T MAKE NOISE=DLR FIXED CONCERN BUT IT ONLY LASTED 8 DAYS=THEN TOOK VEH TO LOCAL DLR AND THEY SPRAYED LUBRICATION IN THE STEERING =THIS DIDN'T CORRECT THE PROBLEM SO CUST TOOK VEH BACK TODAY=CUST IS FRUSTRATED THAT HE CANNOT FIND A DLR TO RESOLVE HIS STEERING CONCERN=CUST WILL TAKE VEH TO OBERLING FORD FOR OIL CHANGE BUT WOULD LIKE CRC TO RECOMMEND A LOCAL DLR THAT CAN FIX HIS STEERING CONCERNDEALER SAID: BARNETT FORD115 WEST EMMITT AVENUEWAVERLY, OH 45690CRC ADVISED: BEFORE WE CAN MAKE A DECISION REAGRDNING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP CONVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN/MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.=ADVISED CUST TO SCHEDULE APPOINTMENT WITH DLR FOR SERVICE=BARNETT FORD: (740) 947-7565

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## CORPORATE HEADQUARTERS

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PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

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VIRGINIA OFFICE

700 East Main St., Suite 1600

Richmond, VA 23219

November 10, 2006

Ford Motor Company  
Customer Assistance Center  
16800 Executive Plaza Drive  
Dearborn, Michigan 48121

02243  
38,500

Re: Revocation of Acceptance  
Our Client: [REDACTED]  
Vehicle: 2004 Ford Escape  
Date of Purch/Lease: February 29, 2004  
VIN: 1FMYU03114D [REDACTED]  
Current Mileage: 38,500  
Our File No: [REDACTED]

Dear Sir/Madam:

Please be advised that this office has been retained by [REDACTED] regarding the above-referenced vehicle which was obtained from Dick Masheter Ford, Inc. (Columbus, Ohio). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Electrical System;
2. Steering;
3. Windshield;
4. Engine, and
5. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Ohio Lemon Law, the Magnuson-Moss Warranty Act and the Ohio Uniform Commercial Code.

Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety..." these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that [REDACTED] is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. **DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO ONE OF OUR LAW OFFICES.**<sup>1</sup>

If you wish to resolve this matter expeditiously or merely apprise us of your position, please contact this office as soon as possible. Knowing we have to wait up to forty (40) days for an arbitration decision prior to filing with the court, we will be preparing the arbitration application immediately. If we do not hear anything from you and/or we receive an unfavorable decision from the arbitration panel, we have been directed to commence formal legal proceedings against you.<sup>2</sup>

Sincerely,

  
G. Brad Riffe  
Attorney for [REDACTED]

GBR/ka

cc: [REDACTED]

---

<sup>1</sup>Until this matter is resolved, [REDACTED] reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

<sup>2</sup>However, if the consumer has already completed the informal arbitration process, we will begin preparing a formal complaint to be filed with the Court in fourteen (14) days.





# GAINESVILLE POLICE DEPARTMENT MOTOR VEHICLE ACCIDENT COURTESY REPORT

2/2

Service No. 26485-06  
 Location of Occurrence 811 E Hwy 82 Date 09/25/06  
 Intersecting Street \_\_\_\_\_ Time 1344

**Unit 1** Insurance Information Southern Co. Mutual 800-344-2275 Policy # \_\_\_\_\_  
 Name \_\_\_\_\_ DOB \_\_\_\_\_  
 Driver's License # \_\_\_\_\_ State TX Phone # \_\_\_\_\_  
 Address \_\_\_\_\_ City Gule State TX  
 Year Model 2002 Color/Make Silver Ford Model/Style Escape  
 LP # \_\_\_\_\_ State TX Year 2007 Vehicle Towed Yes  No   
 Owner Name Same As Above Address \_\_\_\_\_

**Unit 2** Insurance Information Dairyland Co Mutual 940-668-7675 Policy # \_\_\_\_\_  
 Name \_\_\_\_\_ DOB \_\_\_\_\_  
 Driver's License # \_\_\_\_\_ State TX Phone # \_\_\_\_\_  
 Address \_\_\_\_\_ City Gule State TX  
 Year Model 1995 Color/Make Blue/Ford Model/Style Windsor GL  
 LP # \_\_\_\_\_ State TX Year 2006 Vehicle Towed Yes  No   
 Owner Name Same As Above Address \_\_\_\_\_

**Unit 3** Insurance Information \_\_\_\_\_ Policy # \_\_\_\_\_  
 Name \_\_\_\_\_ DOB \_\_\_\_\_  
 Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Year Model \_\_\_\_\_ Color/Make \_\_\_\_\_ Model/Style \_\_\_\_\_  
 LP # \_\_\_\_\_ State \_\_\_\_\_ Year \_\_\_\_\_ Vehicle Towed Yes  No   
 Owner Name \_\_\_\_\_ Address \_\_\_\_\_

Officer M. Puffer Badge Number 323

## Transcription of Recorded Statement

---

Date Recorded February 27, 2007

Interviewer Cheryl Meshack

Interviewee [REDACTED]

Introduction This is Cheryl Meshack. I'm speaking with [REDACTED] We're discussing an accident that occurred or is  
[REDACTED]

---

APV0053918

Q:

A: [REDACTED]

Q: [REDACTED] We're discussing an accident that occurred on September 25, 2006 in Gainesville TX. Today's date is February 27, 2007. The time is approximately 2:23 PM. [REDACTED] are you aware that I'm recording this conversation?

A: Yes ma'am

Q: Do I have your permission to record the conversation?

A: Yes ma'am

Q: Would you state your first and last name and spell them both for me.

A: [REDACTED]

Q: What is your date of birth?

A: [REDACTED]

Q: What is your marital status?

A: Married

Q: Your spouse's name.

A: [REDACTED]

Q: Your home address and telephone number.

A: [REDACTED] Gainesville TX [REDACTED]

Q: What is your occupation?

A: I'm retired at the moment.

Q: Who's the registered owner of the vehicle you were driving on the date of this loss?

A: I am.

Q: The year, make, and model of your vehicle.

C-204-E.doc  
(7/00)

A: It's a 2004 uh 2002 Ford Escape.

Q: What color is it?

A: It's silver.

Q: How many vehicles were involved in the loss?

A: Uh one to me and one to the person that I struck.

Q: Can you describe the other vehicle for me?

A: No I'm sorry I can't.

Q: My records indicate it was a 1995 Ford Windstar.

A: That's possible yes ma'am. I don't recall.

Q: Do you recall who was driving that vehicle?

A: [REDACTED] was the owner or driver of the vehicle, yes.

Q: What was the date of the accident for confirmation?

A: September 25, 2006

Q: About what time of day did this happen?

A: Oh I'm thinking early to late afternoon. I'm not exactly sure of the time.

Q: Where did the accident take place?

A: It occurred on the parking lot of the Sack 'N Save grocery store on Hwy 82 here in Gainesville.

Q: The grocery store parking lot.

A: Yes ma'am

Q: Any traffic controls, lights or signs in the area where the accident happened?

A: No ma'am

Q: Was there a lot of traffic in that parking lot?

A: No

Q: Where were you going to and coming from?

A: I was coming from my house, going to the grocery store.

Q: Were there any passengers with you?

A: No ma'am

Q: What was the weather like that day?

A: It was clear.

Q: Can you tell me in your own words how this incident occurred?

A: I pulled in to the parking lot and was pulling in to a parking space. There was a car parked in a space facing where I was going to pull in. When I took my foot off the accelerator to put it on to the brake, the car surged forward and struck the other car.

Q: This happened when you took your foot off the accelerator.

A: Yes ma'am

Q: Then what happened?

A: I went inside. They announced would the driver of the vehicle come out. We called the police. Police came out, did a courtesy report uh turned the information over to the insurance company and that was it.

Q: Now the problem with the vehicle surging when you took your foot off the accelerator, had this ever happened before?

A: Yes ma'am. It had happened on numerous occasions.

Q: How many would you say?

A: Oh I would say 10 to 20 times.

Q: Did you ever check with the dealership and report this problem?

A: I did.

Q: When did you report it?

A: Oh I started reporting it about six to eight, ten months after I bought the car actually. Uh I took it to the dealership. Of course they drove it, it didn't surge on them.

Q: Mm-hmm

A: You know, they never could get it to surge. Like I say it did on me. My niece drove the car. She reported that it did on her.

Q: Mm-hmm

A: And uh so.

Q: Prior to this loss had you ever been involved in any other accidents?

A: No

Q: So when you took it in, how many different times did you take it in to the dealership?

A: Oh I took it in at least four or five times. A couple times specific, about three times or four, specifically for the surging problem. Uh then when I, I let my niece drive it to school I took it over and had it serviced for her and I mentioned it to them again. Of course they never could find anything.

Q: Mm-hmm. Did they ever find anything? Or ever give you an explanation why this was happening?

A: No ma'am

Q: Do you know what prompted this to happen? Was this any certain activity that would happen before the surging?

A: No

Q: No?

A: No just randomly when you'd take the foot off the accelerator and go to brake the car would surge momentarily forward. You know, there's been occasions when I had to rely stomp on the brake to get the car to stop. That was you know traveling at probably 25, 35 mile an hour.

Q: So back to the accident that happened on September 25th. Was there anything that you could've done to have avoided this?

A: Not that I know of.

Q: Can you describe the damage that was done to your vehicle?

A: Yes ma'am, the front end was uh damaged. The undercarriage and some things underneath were damaged. Uh it actually didn't do too much to the grill or anything like that but it did damage a bunch of stuff underneath.

Q: Okay. What about the other vehicle?

A: It had quite a bit of front end damage to it. Now I don't know. I haven't talked to the people since the accident or anything like that. So I don't know the extent of it.

Q: Mm-hmm

A: But it looked like it was you know, quite a bit of damage to the front of it.

Q: Were you wearing a seatbelt when this happened?

A: Yes ma'am

Q: Any witnesses that you know of?

A: Not that I'm aware of, no.

Q: Was anyone in the other vehicle?

A: No ma'am

Q: Were you injured?

A: No

Q: Was anyone injured?

A: No

Q: The police did arrive. Which police department?

A: Gainesville Police Department

Q: They completed a courtesy report.

A: Yes ma'am

Q: What is a courtesy report consist of?

A: Well it's just an accident report that they do on the scene. And uh normally they don't investigate on private property but they just done one so we could turn the accident report over to the insurance company.

Q: Basically they gathered the names of the involved parties and that's about it.

A: Yes ma'am, yes. The parties and the information on the insurance and yes ma'am things of that nature.

Q: Okay

A: They didn't do a full accident investigation.

Q: Okay. Were both vehicles drivable after this incident?

A: Hers was not.

Q: But yours was.

A: Yes ma'am

Q: Is there anything else that you can tell me about this specific incident?

A: That's about all I can tell you.

Q: Okay. Now as far as the recall goes uh were you ever notified of a Ford recall?

A: I had received two recall notices in the mail and tell you the truth I just took the recall notice and the vehicle over to the Ford Company. I don't even really remember what they were, what was written on them.

Q: Do you recall when you received the recall notices?

A: Uh I received one I think in '04 and one uh maybe in '05. I'm not specific on the date

Q: Mm-hmm. You received these notices by mail?

A: Yes ma'am

Q: Do you know what the 2004 recall notice was for?

A: No ma'am

Q: What about the 2005 recall notice?

A: I, to tell you the truth I didn't look at specifics on them. I just took the notice and the car over to the motor company.

Q: Do you think either of these had anything to do with the surge problem that you'd experienced before?

A: I think one was an accelerator cable. Now whether that was part of the surge problem I don't know.

Q: At the dealership did they ever go into detail about what they did to service your vehicle?

A: No ma'am

Q: The accelerator cable recall, do you know what repairs were done to your vehicle?

A: I'm assuming they replaced it. I don't, you know, I don't know all that. Like I say I took it over and I went back and they said it's fixed. That's all I really cared about.

Q: Okay

A: I probably wouldn't have known if they'd have told me to tell you the truth.

Q: Did you ever keep any of the parts that they replaced or repaired?

A: No ma'am. I guess they exchanged them out over there.

Q: Was your vehicle purchased new or used?

A: It was new.

Q: Did you ever, have you ever done any after-market modifications to your vehicle?

A: No ma'am

Q: From whom was this vehicle purchased, which dealership?

A: From uh Team Bonner. They've in Whitesboro.

Q: Whitesboro, Texas?

A: Yes ma'am

Q: Did they also do the recall repairs?

A: Yes ma'am

Q: Okay. Is there anything else that you can tell me about the actual recall?

A: No ma'am

Q: And . . . I'm just making sure I didn't forget to ask you anything else. Is the vehicle currently with you?

A: Uh the vehicle right now is with my niece in Kansas.

Q: Is she attending school in Kansas?

A: She's visiting relatives.

Q: Okay. Did you loan the vehicle to her or is it, does the vehicle belong to her now?

A: No, no. It's my vehicle.

Q: Okay

A: She has access to it. Yes

Q: She borrowed the vehicle.

A: Yes ma'am

Q: Okay. Have any other repairs been done to the vehicle since the September incident?



A: Yes ma'am. I had it out to the Ford Company here in Gainesville. Uh and they replaced something uh in the oh I don't know, the air conditioning uh something like that up there.

Q: Was this a recall item?

A: No

Q: Or was it just a repair?

A: It was just a repair.

Q: Is there anything else about the recall that you can tell me that I didn't ask you?

A: No ma'am

Q: Everything that you've told me has been true to the best of your knowledge?

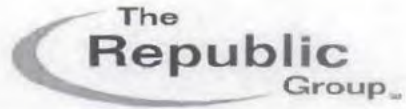
A: Best of my knowledge.

Q: Was this recording made with your knowledge and consent?

A: Yes ma'am

Q: With your permission I'll stop the recording.

A: Okay (end of recording)



Claims Department

November 15, 2006

NOV 21 2006

Ford Motor Company  
Office of the General Counsel  
Parklane Towers West, Suite 300  
Three Parklane Boulevard  
Dearborn, MI 48126-2568

**Our Insured:** [REDACTED]  
**Date of Loss:** 9/25/2006  
**Claim Number:** [REDACTED]  
**Amount of Loss:** \$6,787.81  
**Your Company:** Ford Motor Company

Our investigation reveals that your company is legally responsible for the damage sustained by our policyholder.

Enclosed you will find the necessary supporting documents relating to this loss. (Estimates, Proof of Loss, Copy of Draft).

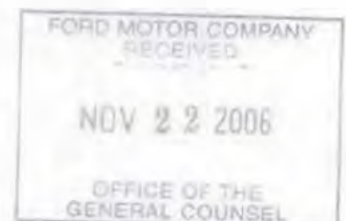
At this time, we are requesting reimbursement of the above stated amount. Make your check payable to Southern County Mutual.

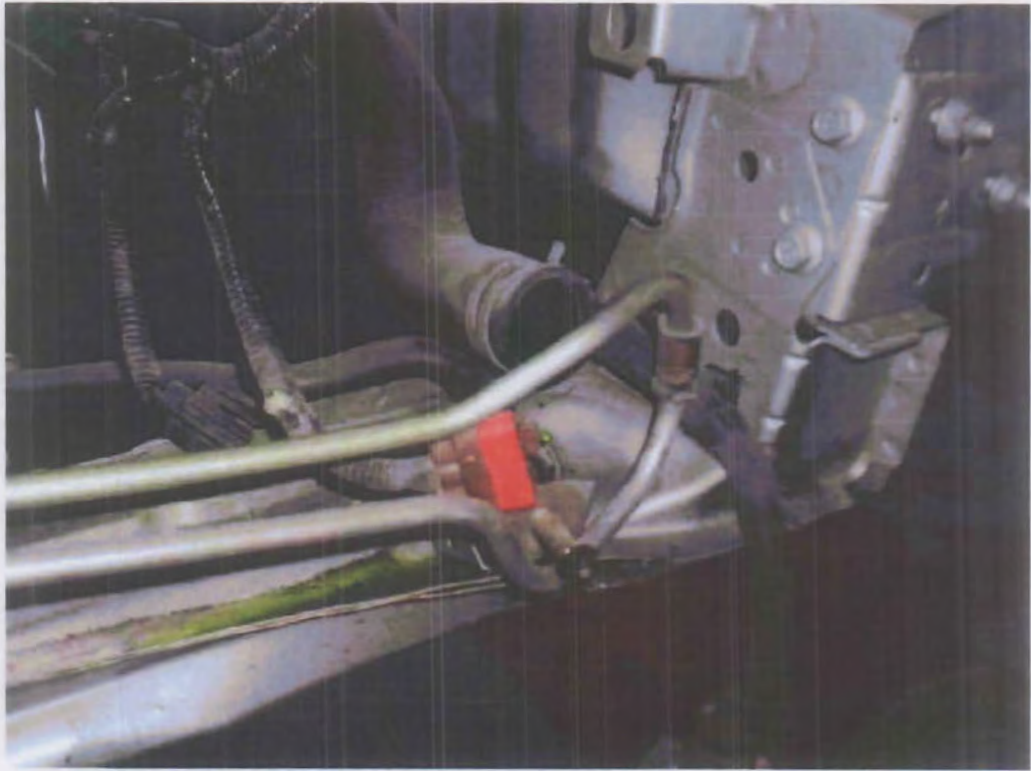
Your prompt attention to this matter would be appreciated.

Sincerely,

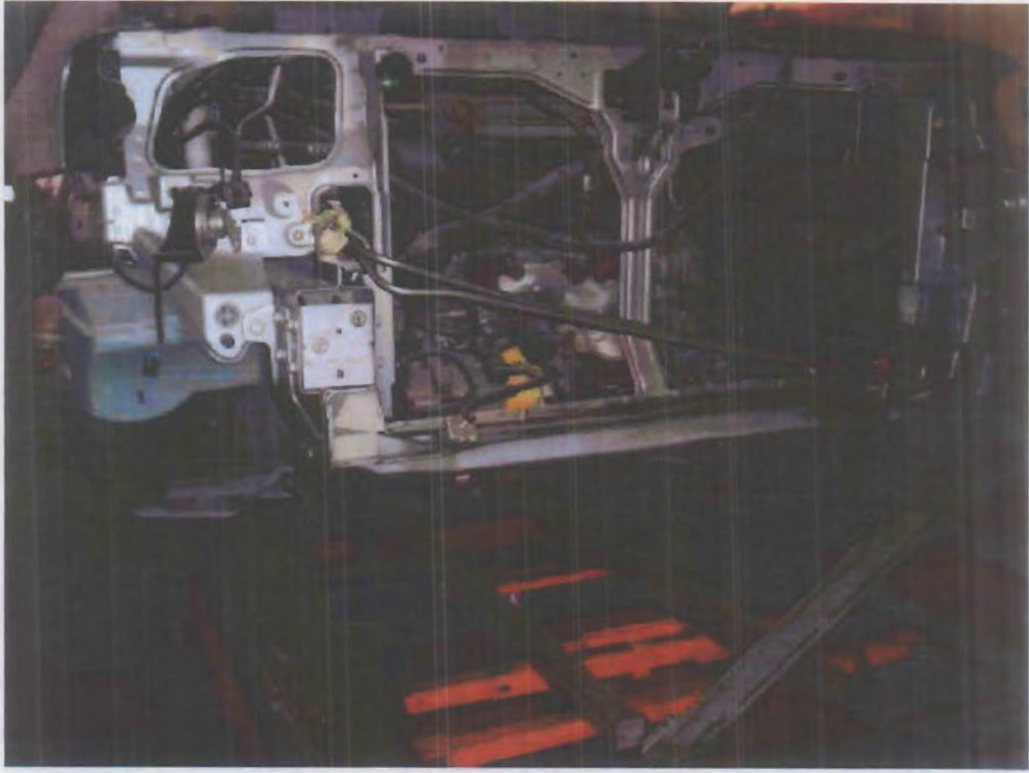
Harpreet Singh  
Senior Loss Recovery Examiner  
Southern County Mutual  
T: 972 788 6720  
F: 972 788 6080  
Harpreet.Singh@RepublicGroup.com

Enclosures













FARMERS

CUSTOMER RELATIONSHIP CENTER

National Document Center  
P.O. Box 268994  
Oklahoma City, OK 73126-8994  
Fax: (877)217-1389  
Claimsdocuments@farmersinsurance.com

JUN 14 2005

June 10, 2005

2005 JUN 14 3:19

Ford Motor Company  
Consumer Affairs  
PO Box 6248  
MD-3NEB  
Dearborn, MI, 48126



Re: Our Insured: [REDACTED]  
Date Of Loss: 5-1-05  
Our Claim #: [REDACTED]  
Vehicle: 2003 Ford Escape  
Vin#: 1FMYU93143K [REDACTED]

Ford Motor Company:

The above vehicle was involved in an accident and is a total loss. The vehicle is on hold at our salvage yard: LKQ Corp. N4079 Hwy. E Hustisford, WI 53034. Stock# YM4990. The contact person there is Stacy at: 800-349-5850 Ext. 131.

We have reason to believe this accident took place as a result of recall #: NHSTAD 04V57400. I have checked with the local Ford Dealer and they indicate the recall was not performed on this vehicle, # assigned to this vehicle is: 04S25.

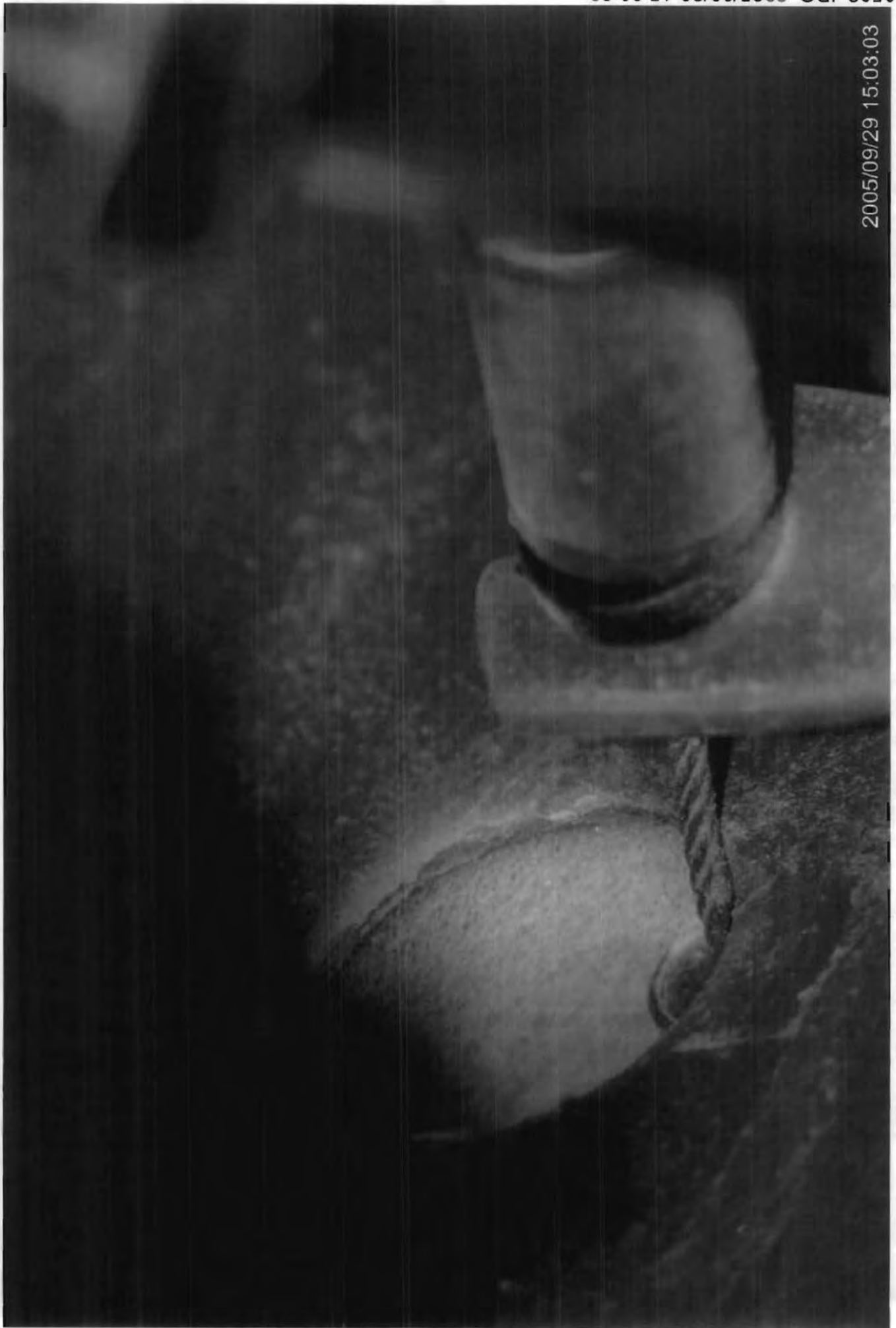
I would ask that you set up a mutual time to inspect this vehicle with our engineers: Rob Painter & Assoc. PO Box 190, Big Bend, WI 53105. Ph#: 414-698-9696, at the above location. I would also ask that this be completed within the next 30 days.

I can be contacted at: 715-359-4756.

Sincerely:  
FARMERS INSURANCE EXCHANGE

Mike Stankowski  
Special Claims Representative

CC: Rob Painter & Assoc.



DSCN0532.JPG 2005/09/29 15:03:03

2005/09/29 15:03:03



513788

RECEIVED

SEP 23 2005



FARMERS

National Document Center  
P.O. Box 268992  
Oklahoma City, OK 73126-8992  
claimsdocuments@farmersinsurance.com  
FAX : 877-217-1389

09/15/2005

Ford - Andrew Chabot  
Three Parklane Blvd Ste 300  
Dearborn, MI 48126-2568

Re: Our Insured: [REDACTED] a  
Our Claim #: [REDACTED]  
Date of Loss: 05/01/2005  
Your Insured: Ford  
Your Claim #: [REDACTED]  
Deductible Amount: \$500.00  
Loss of Use Amount: \$500.00  
Total Amount Owed: \$18,860.35

Dear Ford - Andrew Chabot:

We have made payment to our insured for damages resulting from this accident. Our investigation has established that the above loss was caused by the negligence of your driver. By virtue of our subrogation rights this letter is to advise you that we expect payment from you for the amount of damages within 14 days of the receipt of this letter.

Be advised that no partial payment, which is less than the full amount claimed herein, will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you.

If you need additional support for our claim or require further information, please call me at 630-907-6947 with your FAX number so that the requested information can be sent to you.

Sincerely,  
Farmers Insurance Exchange

*Christina Villa*

Christina Villa  
Auto Subrogation Representative  
christina.r.villa@farmersinsurance.com  
Self Insured  
ATTACHMENT(S)



FARMERS

National Document Center  
P.O. Box 268992  
Oklahoma City, OK 73126-8992  
claimsdocument@farmersinsurance.com  
FAX : 877-217-1389

09/15/2005

Payment Log

Account Number: [REDACTED]  
Date of Loss: 05/01/2005  
Insured: [REDACTED]  
Claim Number: [REDACTED]  
Loss Type: Material Damage

Proof of Payment

Date: 05/01/2005  
Payee:  
Payment Description: Material Damage  
Payment: \$9,710.73

Date: 06/20/2005  
Payee:  
Payment Description: Material Damage  
Payment: \$8,149.62

Date: 06/27/2005  
Payee:  
Payment Description: Collision Plus  
Payment: \$500.00

---

Sub Total: \$18,360.35  
Deductible Amount: \$500.00  
Salvage: 0.00

Total Amount: \$18,860.35











# Walworth County Sheriff's Department

W4054 County Road NN • Post Office Box 1004 • Elkhorn, Wisconsin 53121-1004

David Graves  
Sheriff

Kurt Picknell  
Undersheriff

## LAW ENFORCEMENT OPERATIONS

## FAX COVER LETTER

PLEASE DELIVER THE FOLLOWING TRANSMITTAL TO:

NAME: 775-295-4294

FROM: Central Records

TOTAL NUMBER OF PAGES 5, INCLUDING THE  
COVER LETTER.

IF YOU DO NOT RECEIVE ALL OF THE PAGES OF THIS  
TRANSMITTAL OR ARE HAVING OTHER PROBLEMS,  
PLEASE CALL (262) 741-4470 IMMEDIATELY.

DATE: 5/16/05

Please remit \$2.00 to above  
PO Box attn: Central Records

ADMINISTRATION  
Telephone 741-4410  
Fax 741-4645

COURT SERVICES  
Telephone 741-4158

CENTRAL RECORDS  
Telephone 741-4470  
Fax 741-4492

COMMUNICATIONS  
Telephone 741-4625  
Fax 741-4475

DETECTIVE BUREAU  
Telephone 741-4400  
Fax 741-4402

DRUG UNIT  
Telephone 741-4600  
Fax 741-4643

PATROL DIVISION  
Telephone 741-4400  
Fax 741-4492

PROCESS DIVISION  
Telephone 741-4480  
Fax 741-4492

TRAINING DIVISION  
Telephone 741-4680  
Fax 741-4615

EMERGENCY GOVERNMENT  
Telephone 741-4816  
Fax 741-4815

## JAIL OPERATIONS

ADMINISTRATION  
Telephone 741-4510  
Fax 741-4644

CLASSIFICATION  
Telephone 741-4547  
Fax 741-4640

INTAKE  
Telephone 741-4530  
Fax 741-4671

WORK RELEASE  
Telephone 741-4580  
Fax 741-4642

# Wisconsin Motor Vehicle Accident Report

Police No. 05-18959-1  
Date 05-02-05  
Location Hwy H n/w Lost Nation

**INSTRUCTIONS**

Please use a Black Ink Pen or #2 Pencil.

Mark Areas as shown:

Correct Mark

Incorrect Marks

Reportable Accident

County **64** MUN/TWP **13**

Accident Date

MONTH	DAY	YEAR
<input type="radio"/> Jan	<input type="radio"/> 02	<input type="radio"/> 05
<input type="radio"/> Feb		
<input type="radio"/> Mar		
<input type="radio"/> Apr		
<input type="radio"/> May		
<input type="radio"/> Jun		
<input type="radio"/> July		
<input type="radio"/> Aug		
<input type="radio"/> Sept		
<input type="radio"/> Oct		
<input type="radio"/> Nov		
<input type="radio"/> Dec		

Time of Accident (Military Time)

Hour: **00** Min: **00**

Total Number

UNITS	INJURED	KILLED
<b>01</b>	<b>00</b>	<b>01</b>

Hit & Run  Government Property  Fire (Narrative)  Photos Taken (Narrative)  Trailer or Towed (Narrative)  Truck or Bus (Last Page)  Load Spillage  Construction Zone  Names Exchanged

Unit #

Sheet No. **12** of

ACCIDENT LOCATION

Public Highway, Intersection/Related

Public Highway, Non-Intersection

Parking Lot

Private Property or Road

LATITUDE (GPS) Degrees:  Minutes:  Seconds:

LONGITUDE (GPS) Degrees:  Minutes:  Seconds:

ON  Hwy No. and / Street Name **CTH H** Estimated  FT.  MI.  FROM/AT  Hwy No. and / Street Name **Lost Nation Rd.**

House #  Fire #  Other  Utility #  Railroad #  Grid: **F03** Agency Space **05/03/05** Special Study

Unit Number	Unit Type	Total Number of Occupants	Direction of Travel (Before the Accident)	Unit Number	Unit Type	Total Number of Occupants	Direction of Travel (Before the Accident)

Speed Limit	OPERATOR Last NAME	ADDRESS Street & Number	City & State	Driver's License Number	State	Exp. Year
			<b>ELKHORN, WI</b>		<b>WI</b>	<b>07</b>

Date of Birth	Sex	Operating Classified	Class (Mark Only One)	Endorse (Mark All That Apply)	Date of Birth	Sex	Operating Classified	Class (Mark Only One)	Endorse (Mark All That Apply)

Severity	SEAT Position	SAFETY Equipment	AIRBAG	EJECTED	Severity	SEAT Position	SAFETY Equipment	AIRBAG	EJECTED

TRAPPED/EXTRICATED  Not Applicable  Trapped/Extricated  Unknown  Medical Transport

Vehicle Owner Same  Last Name  First  M.I.

Street Address

City & State  ZIP  Phone Number

Year of Vehicle  Make  Model  Body Style  Color

**2003 Ford Escape ADR WHT**

Vehicle ID Number

**1FMYU93143K**

License Plate Number  Plate Type  State  Exp. Year

**MLG WZ 06**

Policy Holder's Name Same  Different  Policy Holder's Name Same  Different

Liability Insurance Company  State #

**Unknown**

Occupant Unit Number	NAME	Last	First	M.I.	Date of Birth	Sex	Severity	SEAT Position	SAFETY Equipment	AIRBAG

Address Same as Operator  Yes  No

MV#000899



Occupant Unit Number	NAME		M.I.	Date of Birth	Sex	Severity	SEAT Position	SAFETY Equipment	AIRBAG
	Last	First							
1 2 3 4 5 6 7 8 9 10	ADDRESS Street & Number		City & State		ZIP	K N A B C			1 Deployed 2 Non Deployed 3 Not Applicable 4 Unknown
Address Same as Operator	Yes No	EJECTED 1 Not Applicable 2 Not Ejected	3 Totally Ejected 4 Partially Ejected 5 Unknown	TRAPPED/EXTRICATED 1 Not Applicable 2 Not Trapped	3 Trapped/Extricated 4 Trapped/Not Extricated 5 Unknown	Medical Transport	Y N	Agency Splice	

Occupant Unit Number	NAME		M.I.	Date of Birth	Sex	Severity	SEAT Position	SAFETY Equipment	AIRBAG
	Last	First							
1 2 3 4 5 6 7 8 9 10	ADDRESS Street & Number		City & State		ZIP	K N A B C			1 Deployed 2 Non Deployed 3 Not Applicable 4 Unknown
Address Same as Operator	Yes No	EJECTED 1 Not Applicable 2 Not Ejected	3 Totally Ejected 4 Partially Ejected 5 Unknown	TRAPPED/EXTRICATED 1 Not Applicable 2 Not Trapped	3 Trapped/Extricated 4 Trapped/Not Extricated 5 Unknown	Medical Transport	Y N	Agency Splice	

### Type of Accident

**7-12 First Hazardous Event**  
**Most Harmful Event**

Unit Number	Unit Number
1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10

(select one per vehicle)

**Collision With Object Not Fixed**

1	Motor Vehicle in Transport	1
2	Parked Motor Vehicle	2
3	Deer	3
4	Pedalcycle	4
5	Pedestrian	5
6	Railway Train	6
7	Other Animal	7
8	Motor Vehicle in Transport in Other Roadway	8
9	Other Object (Not Fixed)	9

**Collision With Fixed Object**

10	Traffic Sign Post	10
11	Traffic Signal	11
12	Utility Pole	12
13	Lum. Light Support	13
14	Other Post	14
15	Tree	15
16	Mailbox	16
17	Guardrail Face	17
18	Guardrail End	18
19	Median Barrier	19
20	Bridge Parapet End	20
21	Bridge Pier Abut.	21
22	Impact Attenuator	22
23	Overhead Sign Post	23
24	Bridge Rail	24
25	Culvert	25
26	Ditch	26
27	Curb	27
28	Embankment	28
29	Fence	29
30	Other Fixed Object	30
31	Unknown	31

**Non-Collision**

32	Overtum	32
33	Fire Explosion	33
34	Immersion	34
35	Jackknife	35
36	Other Non-Collision	36

### Driver Condition

Unit Number	Unit Number
1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10

**Driver Factors (Or Pedestrians)**

1	Appeared Normal	1
2	Reduced Alertness	2
3	Ability Impaired	3
4	Not Observed	4

**Presence**

5	Neither Alcohol nor Drugs Present	5
6	Yes—Alcohol Present	6
7	Yes—Drugs Present	7
8	Yes—Alcohol & Drugs Present	8
9	Unknown	9

**Alcohol**

AC Value:  AC Value:

10	Test Not Given	10
11	Test Refused	11
12	Test Given, Alcohol Unknown	12
13	Test Given, No Alcohol Reported	13

**Drugs**

14	Test Not Given	14
15	Test Refused	15
16	Test Given, Drugs Unknown	16
17	Test Given, No Drugs Reported	17
18	Drugs Reported (Specify Below)	18
19	Marijuana	19
20	Cocaine	20
21	Opiates	21
22	Amphetamines	22
23	PCP	23
24	Other Drug Medication	24
25	Type Unknown	25

Unit #

**Pedestrian Location**

1	In Crosswalk	Walking not Facing Traffic
2	In Roadway	Disregarded Signal
3	Not in Roadway	Darting Into Road
4	On Sidewalk	Dark Clothing
5		Walking Facing Traffic

**Manner of Collision**

No Collision with Motor Vehicle in Transport

2 Rear-end

3 Head On

4 Rear to Rear

5 Angle

6 Sideswipe, Same Direction

7 Sideswipe, Opposite Direction

8 Unknown

Unit #

**Darken Numbered Area(s) of Vehicle Damage**

0 None  
10 Undercarriage  
11 Total (Damage to All Areas)  
12 Other  
13 Unknown

**Extent of Damage**

0	None	4	Severe
1	Very Minor	5	Very Severe
2	Minor	6	Unknown
3	Major		

Vehicle Towed Due to Damage:  N  Y

Vehicle Removed by: **Dehart's**

Unit #

**Darken Numbered Area(s) of Vehicle Damage**

0 None  
10 Undercarriage  
11 Total (Damage to All Areas)  
12 Other  
13 Unknown

**Extent of Damage**

0	None	4	Severe
1	Very Minor	5	Very Severe
2	Minor	6	Unknown
3	Major		

Vehicle Towed Due to Damage:  Y  N

Vehicle Removed by:

**Fixed Object Struck**

Unit # 1	Unit #	Unit #	Unit #
12			

Govt. Damage Tag #

PROPERTY Last OWNER: **WEPCO** First: **#99651** MI

ADDRESS Street & Number: **1300 Jonesville Ave.**

City & State: **Pt. Atkinson, WI 53539** ZIP: **53539** Phone Number (Area): **562-1251**

Draw Diagram of Accident & indicate North with an arrow in the circle.



# Pictorial Representation of Narrative

Supplements Reports  Witness Statements  Measurements Taken

Handmarks in Impact

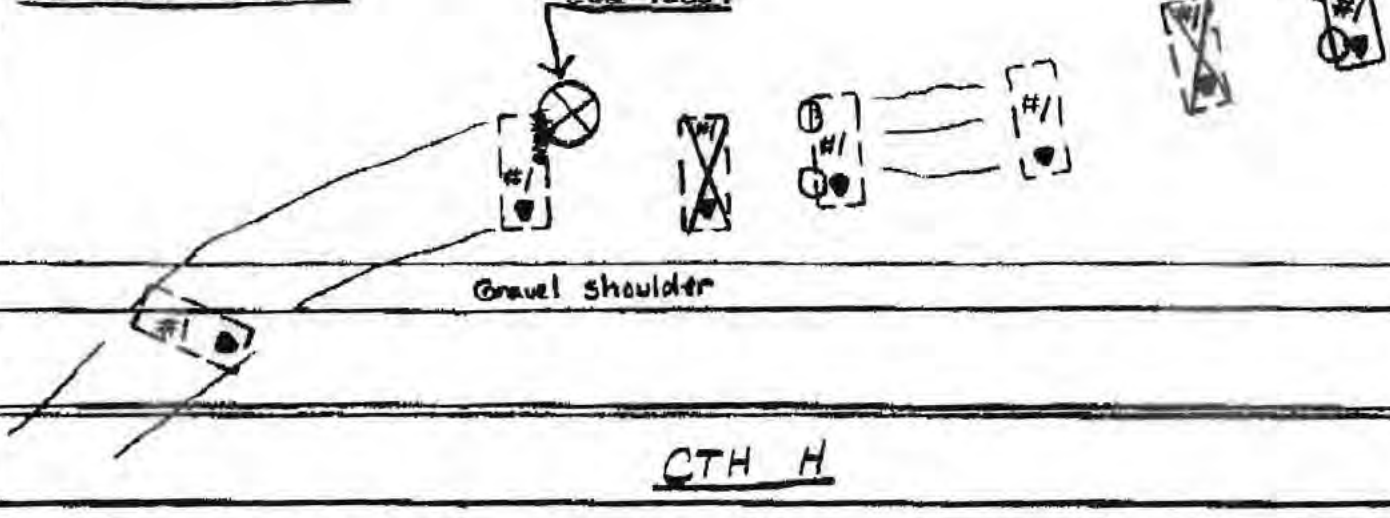
Unit 1 106 Unit 2

PREY

Surface: Asphalt  
Type: Asphalt

Not drawn to scale

UTILITY POLE  
#ELJ-12054



N  
A Unit #1 was S/B on CTH H.  
R Unit #1 lost control, skidded sideways down  
R a grass hill, struck a utility pole, went  
A airborne, landed on its roof, rolled onto  
T the left side, skidded across the grass,  
I went upright, vaulted and landed on  
V its roof, rolled on its left side finally  
E coming to rest with the driver left  
leg pinned under the vehicle. Speed  
is a definite factor in this crash.

Photo By: Deputy Pagenkopf

## What Drivers Were Doing

Unit Number	Unit Number
<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 11
<input type="checkbox"/> 3	<input type="checkbox"/> 12
<input type="checkbox"/> 4	<input type="checkbox"/> 13
<input type="checkbox"/> 5	<input type="checkbox"/> 14
<input type="checkbox"/> 6	<input type="checkbox"/> 15
<input type="checkbox"/> 7	<input type="checkbox"/> 16
<input type="checkbox"/> 8	<input type="checkbox"/> 17
<input type="checkbox"/> 9	<input type="checkbox"/> 18
<input type="checkbox"/> 10	

- 1 Going Straight
- 2 Making Left Turn
- 3 Making Right Turn
- 4 Slowing or Stopping
- 5 Stopped in Traffic
- 6 Legally Parked
- 7 Violating No Passing Zone
- 8 Illegally Parked
- 9 Parking Maneuver
- 10 Backing Maneuver
- 11 Changing Lanes
- 12 Overtaking on Left
- 13 Overtaking on Right
- 14 Making U Turn
- 15 Turning on Red
- 16 Merging
- 17 Negotiating Curve
- 18 Other

## Traffic Control

Unit Number	Unit Number
<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 11
<input type="checkbox"/> 3	<input type="checkbox"/> 12
<input type="checkbox"/> 4	<input type="checkbox"/> 13
<input type="checkbox"/> 5	<input type="checkbox"/> 14
<input type="checkbox"/> 6	<input type="checkbox"/> 15
<input type="checkbox"/> 7	<input type="checkbox"/> 16
<input type="checkbox"/> 8	<input type="checkbox"/> 17
<input type="checkbox"/> 9	<input type="checkbox"/> 18
<input type="checkbox"/> 10	
<input type="checkbox"/> 11	

- 1 No Control
- 2 Traffic Signal Operating
- 3 Traffic Signal Flashing
- 4 Stop Sign
- 5 Stop Sign with Flasher
- 6 Warning
- 7 Warn Sign with Flasher
- 8 Yield Sign
- 9 Traffic Control Person
- 10 RR-sing Signal
- 11 Other

WITNESS Last	First	M.I.
NAME 1st		
ADDRESS Street & Number	Date of Birth	
118	11/11	
City & State ZIP	Phone Number ( )	
118	111 ( )	

**ACCESS CONTROL**

- 1 No Control (Unlimited Access)
- 2 Full Control (Only Ramp Entry/Exit)
- 3 Partial Control

**ROAD TERRAIN**

Part A

- 1 Straight
- 2 Curve

Part B

- 3 Level/Flat
- 4 Hill

**LIGHT CONDITION**

- 1 Daylight
- 2 Dark-Not Lighted
- 3 Dark-Lighted
- 4 Dawn
- 5 Dusk
- 6 Unknown

**TRAFFIC WAY**

- 1 Not Physically Divided (2-Way Traffic)
- 2 Divided Highway, Median Strip, without Traffic Barrier
- 3 Divided Highway, Median Strip, with Traffic Barrier
- 4 One-Way Traffic
- 5 Parking Lot or Private Property

**ROAD SURFACE CONDITION**

- 1 Dry
- 2 Wet
- 3 Snow/Slush
- 4 Ice
- 5 Sand, Mud, Dirt, Oil
- 6 Other
- 7 Unknown

**WEATHER**

- 1 Clear
- 2 Cloudy
- 3 Rain
- 4 Snow
- 5 Fog, Smog, Smoke
- 6 Sleet, Hail (Freezing Rain or Drizzle)
- 7 Blowing Sand, Soil, Dirt, Snow
- 8 Severe Crosswinds
- 9 Other
- 10 Unknown

**RELATION TO ROADWAY**

- 1 On Roadway
- 2 Parking Lot or Private Property
- 3 Shoulder (Other Than Shoulder within Median or Gore)
- 4 Median (Other Than Median within Gore)
- 5 Outside Shoulder-Left
- 6 Outside Shoulder-Right
- 7 Off Roadway-Location Unknown
- 8 On Ramp
- 9 Gore (Area between Ramp & Highway)
- 10 Unknown

# Officer's Opinion of Possible Contributing Circumstances

Driver Factors					
Unit Number		Unit Number			
1	2	3	4	5	
6	7	8	9	10	
N/A					
1	Exceeding Speed Limit				1
2	Speed Too Fast/Condition				2
3	Fail to Yield Right of Way				3
4	Inattentive Driving				4
5	Following Too Close				5
6	Improper Turn				6
7	Lan of Center				7
8	Disregarded Traffic Control				8
9	Improper Overtaking				9
10	Unsafe Backing				10
11	Failure to Have Control				11
12	Driver Condition				12
13	Physically Disabled				13
14	Other				14

Vehicle Factors					
Unit Number		Unit Number			
1	2	3	4	5	
6	7	8	9	10	
N/A					
1	Brake System				1
2	Tires				2
3	Steering System				3
4	Turn Signals				4
5	Head Lamps				5
6	Stop Lamps				6
7	Tail Lamps				7
8	Disabled in Prior Accident				8
9	Other Disabled				9
10	Mirrors				10
11	Suspension System				11
12	Other				12

Highway Factors					
Unit Number		Unit Number			
1	2	3	4	5	
6	7	8	9	10	
N/A					
1	Snow, Ice or Wet				1
2	Narrow Shoulder				2
3	Low Shoulder				3
4	Soft Shoulder				4
5	Loose Gravel				5
6	Rough Pavement				6
7	Debris From Prior Accident				7
8	Other Debris				8
9	Sign Obscured or Missing				9
10	Narrow Bridge				10
11	Construction Zone				11
12	Visibility Obscured				12
13	Other				13

### OFFICER INFORMATION

Law Deputy C. Konopski Rank PLS M.I.

Law Enforcement Agency Address W4054 CTH NN

City & State ELKHORN, WI ZIP 53121

Phone Number (262) 741-4400

Agency # 6500 Enforcement Agency Walworth Co. Officer ID # 4590

MONTH	DAY	YEAR	Date Notified		Time Notified (Military Time)		Time Arrived (Military Time)		Date of Report		
			HR	MIN	HR	MIN	MONTH	DAY	YEAR		
Jan		02	0	0	0	0	0	0	0	0	0
Feb	02	05									
Mar	0	0									
Apr	1	1									
May	2	2									
June	3	3									
July	4	4									
Aug	5	5									
Sept	6	6									
Oct	7	7									
Nov	8	8									
Dec	9	9									

### Truck & Bus Accident Information

(This Section Must Be Completed for Each Truck or Bus Involved in this Accident.)

When to Use This Section: Did the accident involve...

**PART A**

A truck with at least two axles and six tires? Y N

A truck with a hazardous materials placard? Y N

A bus designed to carry 16 or more persons, including the driver? Y N

**STOP!** If all the responses to Part A are "NO" do not complete this Truck & Bus Accident Information Section. If there are any "YES" answers, continue to Part B.

**PART B**

Any person who was fatally injured? Y N

Any injured person who required transport for immediate medical treatment? Y N

One or more vehicles that had to be towed from the scene as a result of the accident? Y N

**STOP!** If all the responses to Part B are "NO" do not continue. If there are any "YES" answers, please complete this Truck & Bus Accident Information Section.

### Hazardous Material Information

- Hazardous Material Class Numbers (1-2 digit):
- Hazardous Material "UN" Numbers (4 digit):
- Hazardous Material Placard Displayed? Y N
- Hazardous Cargo was Released? Y N

List the Hazardous Material(s) by Name in this Load:

List the Name(s) of Released Hazardous Material(s):

### Carrier Information

\* Interstate Carrier? Y N

Carrier Name:

### Carrier Identification Numbers

US DOT: LC

ICC MC: IC

Carrier Address:

Sources: Vehicle Side, Shipping Papers, Trip Manifest, Driver Log Book

### Vehicle Information

Vehicle Configuration:

Gross Vehicle Weight Rating:  LBS

Total # of Axles:

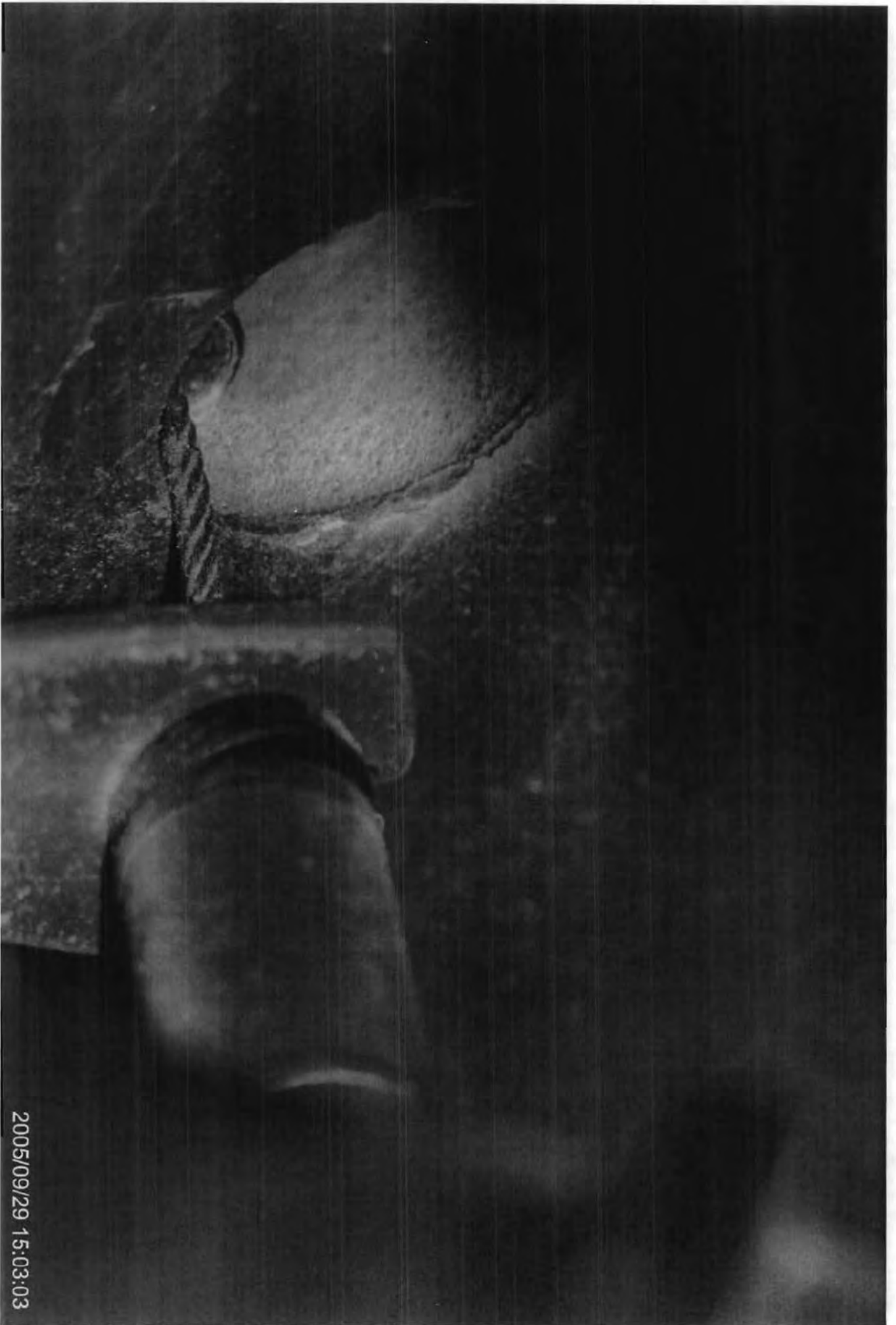
SEQUENCE OF EVENTS FOR THIS VEHICLE

1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
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1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10

### Cargo Body Type

1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
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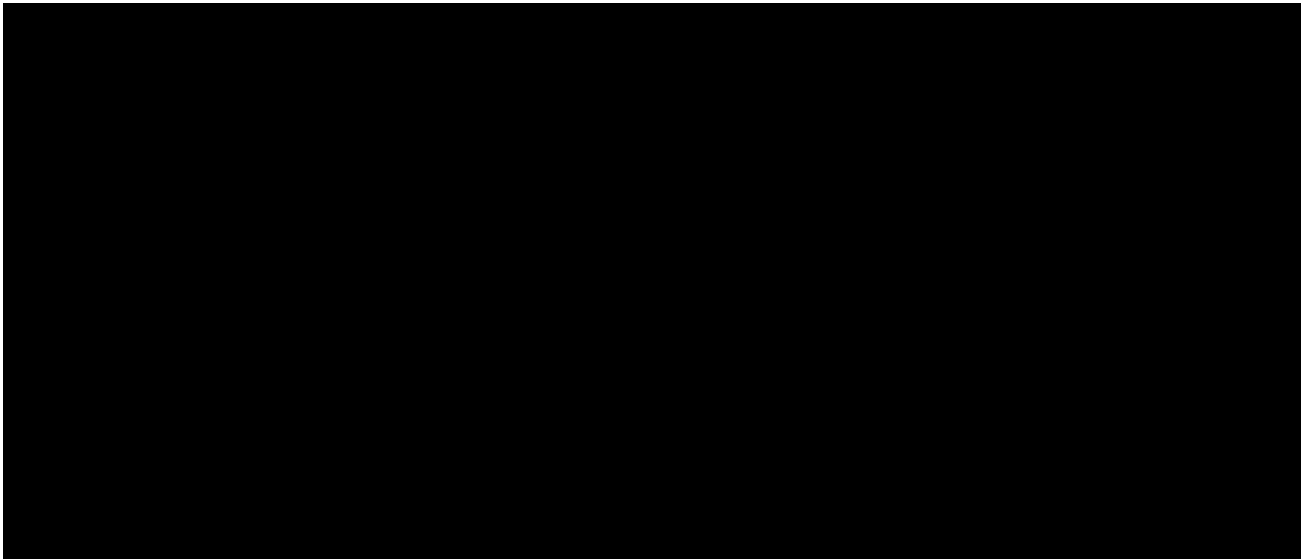


2005/09/29 15:03:03

DSCN0532.JPG 2005/09/29 15:03:03



DSCN0532.JPG 2005/09/29 15:03:03



BEGINNING OF CONTACT  
01/18/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.07

=====

REGION:	OGC ISSUE	CASE NBR:	637510171
VIN: 1FMYU021X3K [REDACTED]	ZONE:	OPENED:	2011/01/17
	ENGINE: 1	VEH TYPE: T	CLOSED: 2011/01/17
=====			
LAST NAME:	[REDACTED]	STATUS:	CLOSED
TITLE:	MISS	MI:	[REDACTED]
ADDRESS:	[REDACTED]		
CITY:	SAN ANTONIO	STATE:	[REDACTED]
HOME PHONE:	[REDACTED]	ZIP:	[REDACTED]
MODEL YEAR:	2003	MODEL:	ESCAPE
MILEAGE:	133000		
DEALER NAME:		SALES CODE:	
REASON CODE:	0799 ACCIDENT/PRODUCT LIABILITY		P & A:
SYMPTOMS:	612693 SURGE AT CRUISE ALL ENGINE TEMP		

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE  
ACTION: T1120 - TIER ONE CLOSE ISSUE  
DOCUMENT: ANALYST: TDAVI223 DAVIS, TIFFANY

DATE: 2011/01/17 TIME: 17.51.19 :  
ACTION DATA/COMMENTS:

-RECALL 04S25 ACCELERATOR PEDAL-TOOK TO DLR FOR DINGING SOUND-DLR ADV THERE WAS NO RECALL-TAKEN VEH TO 2 SEPERATE DLRSHIP-COMING TO STOP SIGN TRIED HITTING BREAK VEH THEN SURGED -CUST HAD TO TURN VEH OFF TO GET IT TO STOP-1. DATE OF THE ACCIDENT 1/14/112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT RECALL 04S25. VEH VEH ACCELERATED WOULD NOT STOP3. IF THERE WERE ANY INJURIES SUSTAINED NO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED COMMERCIAL AND GROVERSNER INTERSECTION5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.YES6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.N/A7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.S [REDACTED]. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.YES9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.N/A10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.UNSURE11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE) N/A12. WHAT THE CUSTOMER IS SEEKING REPAIR VEH FULLY OR REPLACEMENT CAR-I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.\*\*NOTE TO CCR: PLEASE REMEMBER TO VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT PER THE AAF TOPIC ""DOCUMENTING FIRE AND ACCIDENTS"" GUIDELINES-CRC ADV OF ABOVE-ALL INFO IS CURRENT

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE  
ACTION: T1120 - TIER ONE CLOSE ISSUE  
DOCUMENT: ANALYST: TDAVI223 DAVIS, TIFFANY

DATE: 2011/01/17 TIME: 17.52.21 :  
ACTION DATA/COMMENTS:

-RECALL 04S25 ACCELERATOR PEDAL-TOOK TO DLR FOR DINGING SOUND-DLR ADV THERE WAS NO RECALL-TAKEN VEH TO 2 SEPERATE DLRSHIP-COMING TO STOP SIGN TRIED HITTING BREAK VEH THEN SURGED -CUST HAD TO TURN VEH OFF TO GET IT TO STOP-1. DATE OF THE ACCIDENT 1/14/112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT RECALL 04S25. VEH VEH ACCELERATED WOULD NOT STOP3. IF THERE WERE ANY INJURIES SUSTAINED NO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED COMMERCIAL AND GROVERSNER INTERSECTION5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.YES6. IF A

CONSUMER AFFAIRS 01/18/2011 FAX OGC1 CONFIDENTIAL

POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.N/A7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED [REDACTED]. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.YES9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.N/A10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.UNSURE11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).N/A12. WHAT THE CUSTOMER IS SEEKING REPAIR VEH FULLY OR REPLACEMENT CAR-I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.\*\*\*NOTE TO CCR: PLEASE REMEMBER TO VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT PER THE AAF TOPIC ""DOCUMENTING FIRE AND ACCIDENTS"" GUIDELINES-CRC ADV OF ABOVE-ALL INFO IS CURRENT

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE  
ACTION: T1120 - TIER ONE CLOSE ISSUE  
DOCUMENT: ANALYST: TDAVI223 DAVIS, TIFFANY

DATE: 2011/01/17 TIME: 17.58.27:  
ACTION DATA/COMMENTS:

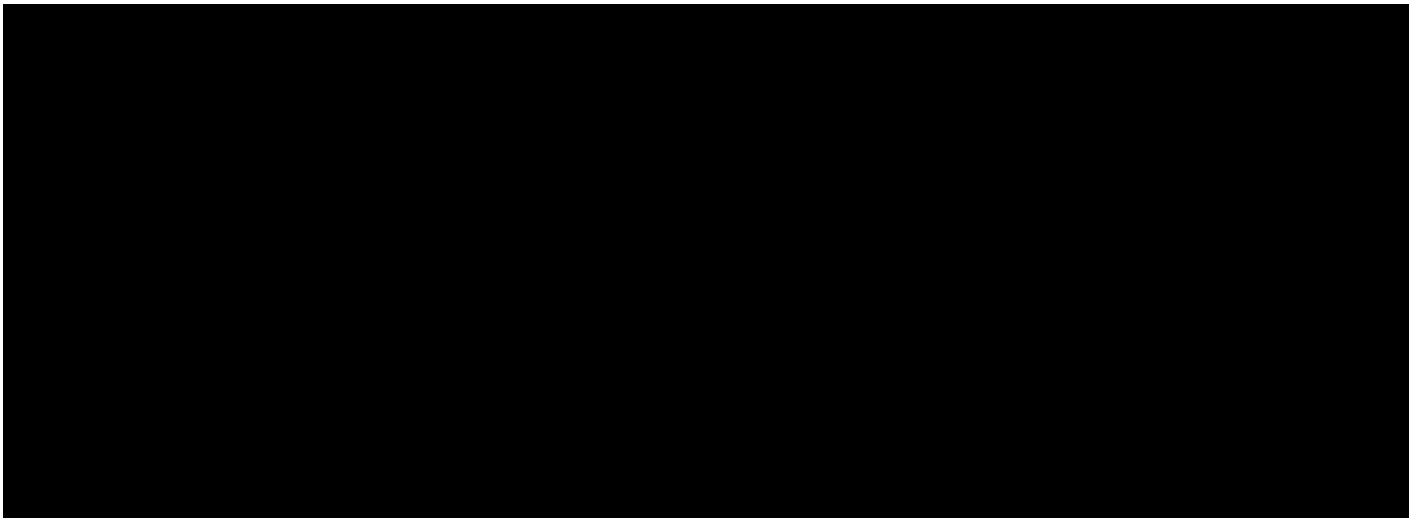
-RECALL 04S25 ACCELERATOR PEDAL-TOOK TO DLR FOR DINGING SOUND-DLR ADV THERE WAS NO RECALL-TAKEN VEH TO 2 SEPERATE DLRSHIP-COMING TO STOP SIGN TRIED HITTING BREAK VEH THEN SURGED -CUST HAD TO TURN VEH OFF TO GET IT TO STOP-1. DATE OF THE ACCIDENT1/14/112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENTRECALL 04S25. VEH VEH ACCELERATED WOULD NOT STOP3. IF THERE WERE ANY INJURIES SUSTAINEDNO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURREDCOMMERICAL AND GROVERSNER INTERSECTION5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED YES6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.N/A7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.SAPD110113108. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.YES9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.N/A10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE UNSURE11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).N/A12. WHAT THE CUSTOMER IS SEEKING REPAIR VEH FULLY OR REPLACEMENT CAR-I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.\*\*\*NOTE TO CCR: PLEASE REMEMBER TO VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT PER THE AAF TOPIC ""DOCUMENTING FIRE AND ACCIDENTS"" GUIDELINES-CRC ADV OF ABOVE-ALL INFO IS CURRENT

CONSUMER AFFAIRS

01/18/2011 FAXOGC1 CONFIDENTIAL

PE12-019 001835LC SUBJECT





CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY AS SUBROGEE OF [REDACTED]

Index No: 054581/08

Filed on 4-17-08

**SUMMONS**

Plaintiff(s),

-against-

Plaintiff's address:  
60-05 Kissena Boulevard  
Flushing, NY 11355

FORD MOTOR COMPANY,

Venue designated is:  
Plaintiff's Residence

Defendant(s).

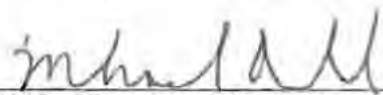
To the above named defendant(s):

**YOU ARE HEREBY SUMMONED** and required to appear in the Civil Court of the City of New York at the office of the Clerk of said Court at 89-17 Sutphin Boulevard, Jamaica, County of Queens, State of New York by serving an Answer to the annexed Complaint upon Clerk of the Court, at the address stated above within the time provided by law as noted below; upon your failure to answer, judgment will be taken against you for the relief demanded in the complaint, together with the costs of this action.

DATED: WOODBURY, NEW YORK  
April 11, 2008

Defendant(s) Address(es)

Ford Motor Company  
P. O. Box 6242  
Deerborn MI 48126

  
LAW OFFICE OF RICKY J. LUCYK  
By: Michael Avella, Esq.  
Attorney for Plaintiff(s)  
170 Froehlich Farm Boulevard  
Woodbury, NY 11797  
516-496-6316  
File No.: 022513928-0101-028

LITIGATION  
PRACTICE GROUP  
B MAY 14 P2:36  
OFFICE OF THE  
GENERAL COUNSEL

**NOTE:** The law provides that: (a) if this Summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY (20) days after such service; or (b) If this Summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York you are allowed THIRTY (30) days after the proof of service thereof is filed with the Clerk of this Court within which time to appear and answer.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY AS SUBROGEE OF [REDACTED],

Index No:

**COMPLAINT**

Plaintiff(s),

-against-

Plaintiff's address:  
60-05 Kissena Boulevard  
Flushing, NY 11355

FORD MOTOR COMPANY,

Venue designated is:  
Plaintiff's Residence

Defendant(s).

**Plaintiff(s), by its attorney, Michael Avella, complaining of the defendant(s),  
alleges as follows:**

1. At all times herein stated and hereinafter mentioned the plaintiff was and still is a corporation authorized to do business in the State of New York, doing so in the County of Queens.
2. At all times herein stated and hereinafter mentioned, plaintiff was and is authorized to issue policies for automobile insurance.
3. That on June 02, 2007, plaintiff had an automobile insurance policy in effect for plaintiff subrogor [REDACTED] (hereinafter "[REDACTED]") and his 2003 Ford Escape bearing New York State license plate number CV737P.
4. At all times herein stated and hereinafter mentioned, defendant Ford Motor Company (hereinafter referred to as "Ford") was and is a corporation authorized to do business in the State of New York, doing so in the County of Queens.
5. At all times herein stated and hereinafter mentioned, defendant Ford was engaged in the business of automobile sales for compensation.
6. That on June 2, 2007, plaintiff subrogor [REDACTED]' Ford Escape was involved in an automobile accident with a 2006 Infinity G35 bearing New York State license plate number [REDACTED] (hereinafter "Infinity") that was owned by [REDACTED] (hereinafter "[REDACTED]"). That said accident occurred on 28<sup>th</sup> Avenue at or near the intersection of 338<sup>th</sup> Street and 28<sup>th</sup> Avenue, County of Queens, City of Astoria and State of New York (hereinafter "Accident").

7. The Accident between plaintiff subrogor [REDACTED] and [REDACTED] occurred due to plaintiff subrogor [REDACTED]' Ford Escape's defective and malfunctioning Throttle Cable.
8. That said Accident and the resulting property damage to [REDACTED]'s Infinity were caused by the negligence and carelessness of defendant Ford, in that it caused, allowed and permitted the defective and malfunctioning throttle cable to be offered for use to and to be used by plaintiff subrogor [REDACTED]' Ford Escape.
9. That as a result of said Accident, plaintiff subrogor's ford Escape was damaged in the amount of \$1,405.89.
10. By reason of the foregoing, plaintiff was required to pay \$1,405.89 and has been damaged in said sum.

**WHEREFORE, plaintiff(s) demand(s) judgment against said defendant(s) for the sum of \$1,405.89 with interest thereon from June 11, 2007, the date of payment, from plaintiff subrogor to plaintiff subrogee, together with costs and disbursements.**

DATED: WOODBURY, NEW YORK  
APRIL 11, 2008

  
LAW OFFICE OF RICKY J. LUCYK  
By: Michael Avella, Esq.  
Attorney for Plaintiff(s)  
170 Froehlich Farm Boulevard  
Woodbury, NY 11797  
516-496-6316  
File No.: 022513928-0101-028

552717

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
8/14/2007 CLOSED	[REDACTED] LEGAL - ACCIDENT / FIRE	1FMYU921X3K [REDACTED] 1575151567	2003 ESCAPE	07
8/13/2007 CLOSED	[REDACTED] MISC INQUIRY - CHANGE OF ADDRESS	1FMYU921X3K [REDACTED] 1575151567	2003 ESCAPE	02
6/6/2007 CLOSED	[REDACTED] LEGAL - ACCIDENT / FIRE	1FMYU921X3K [REDACTED] 1575151567	2003 ESCAPE	07

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[REDACTED]  
11/24/2008

All Action Details for Issue

Print

VIN: 1FMYU921X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-06-19  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 03856 COUNTRY FORD LTD Origin Desc: US CONCERN CASE BASE  
 Odometer: 80000 MI Comm Type: PHONE  
 Analyst Name: MARRERO (SMARRER4),SABRINA Analyst: SMARRER4  
 Action Date: 06/13/2007 Action Time: 17.22.36.727 Action Data: Yes

Comments CUSTOMER SAID: -THE ACCIDENT WAS CAUSED BY THE ACCELERATOR CABLE THAT WAS ON RECALL AND RECENTLY REPLACED -CUST SEEKING FOR THE THE REPLACED CABLE TO BE BACK IN HER POSSESSION FOR FINAL ASSESSMENT -INSURANCE COMPANY NO LONGER INVOLVED -CALLED DLRSHIP THEY TOLD HER THEY SHIPPED IT TO FORD ALREADY AND CAN NOT GET IT BACK TO CONTACT THE LEGAL DEPARTMENT -CUST ALLEGING FORD IS RESPONSIBLE FOR ACCIDENT DEALER SAID: COUNTRY FORD LTD 03195 HEMPSTEAD TPKE LEVITTOWN, NY 11756 TEL:(866) 836-8079 -CALLED DLRSHIP THEY TOLD HER THEY SHIPPED IT TO FORD ALREADY AND CAN NOT GET IT BACK TO CONTACT THE LEGAL DEPARTMENT CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU WITHIN 7-10 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: SEND ACKNOWLEDGEMENT LETTER TO CUSTOMER  
 Dealer: 03856 COUNTRY FORD LTD Origin Desc: OGC - CLAIMS  
 Odometer: 80000 MI Comm Type: OUTBOUND CUSTOMER MAIL  
 Analyst Name: FONSECA, LOURDES NEARON (L.C.) Analyst: LFONSECA  
 Action Date: 06/14/2007 Action Time: 15.01.19.507 Action Data: No

Comments LPA WILL SEND DENIAL LTR, NOTICES WHERE MAILED TO THE CUSTOMER. NO FURTHER ASSISTANCE.

Action: CLOSING COMMENTS - DENIAL - CUSTOMER UNRESPONSIVE TO PROGRAM/FSA  
 Dealer: 03856 COUNTRY FORD LTD Origin Desc: OGC - CLAIMS  
 Odometer: 80000 MI Comm Type: OUTBOUND CUSTOMER MAIL  
 Analyst Name: FONSECA, LOURDES NEARON (L.C.) Analyst: LFONSECA  
 Action Date: 06/14/2007 Action Time: 15.01.41.615 Action Data: No

Comments LPA WILL SEND DENIAL LTR, NOTICES WHERE MAILED TO THE CUSTOMER. NO FURTHER ASSISTANCE.



11/24/2008

Ford Confidential

11/24/2008



All Action Details for Issue

Print

VIN: 1FMYU921X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-06-19  
 Symptom Desc: Primary Phone: [REDACTED]  
 Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER  
 Dealer: Origin Desc: MANUAL - PHONE CSR  
 Odometer: 80000 MI Comm Type: PHONE  
 Analyst Name: MARRERO (SMARRER4),SABRINA Analyst: SMARRER4  
 Action Date: 06/13/2007 Action Time: 17.24.22.863 Action Data: No

Comments CRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED FOR UPDATING CUSTOMER INFORMATION ONLY. DO NOT USE FOR DOCUMENTING ANY OTHER ISSUES.)

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All Action Details for Issue

Part

VIN: 1FMYU921X3K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-06-19  
 Symptom Desc: SURGE AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 03856 COUNTRY FORD LTD Origin Desc: US CONCERN CASE BASE  
 Odometer: 80000 MI Comm Type: PHONE  
 Analyst Name: CYNTHIA GRAY (CGRAY75) Analyst: CGRAY75  
 Action Date: 06/05/2007 Action Time: 15.58.34.146 Action Data: Yes

Comments CUSTOMER SAID: -6/2 AT 6PM-ACCIDENT-APPROACHING LIGHT -UNABLE TO STOP AND COULD HEAR ENGINE REVING-FENDER BENDER OCCURRED-DID NOT REPORT TO POLICE-REPORTED TO INSURANCE COMPANY-NO INJURIESDEALER SAID: -NONE-CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU WITHIN 7-10 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.-CONTACT CUST VIA CELL PHONE NUMBER5167240240

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: SEND ACKNOWLEDGEMENT LETTER TO CUSTOMER  
 Dealer: 03856 COUNTRY FORD LTD Origin Desc: OGC - CLAIMS  
 Odometer: 80000 MI Comm Type: OUTBOUND CUSTOMER MAIL  
 Analyst Name: FONSECA, LOURDES NEARON (L.C.) Analyst: LFONSECA  
 Action Date: 06/06/2007 Action Time: 10.32.37.356 Action Data: No

Comments LPA WILL SEND LETTER REFERRING CUSTOMER TO CONTINUE WORKING THEIR INSURANCE CARRIER.

Action: REFER TO INSURANCE CARRIER - INSURANCE COMPANY ALREADY INVOLVED  
 Dealer: 03856 COUNTRY FORD LTD Origin Desc: OGC - CLAIMS  
 Odometer: 80000 MI Comm Type: OUTBOUND CUSTOMER MAIL  
 Analyst Name: FONSECA, LOURDES NEARON (L.C.) Analyst: LFONSECA  
 Action Date: 06/06/2007 Action Time: 10.32.52.671 Action Data: No

Comments LPA WILL SEND LETTER REFERRING CUSTOMER TO CONTINUE WORKING THEIR INSURANCE CARRIER.

Ford Confidential

11/24/2008



6-1

# SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (Aviso a Acusado)

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

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

JUN 17 2002  
2:45  
GA

YOU ARE BEING SUED BY PLAINTIFF:  
(A Ud. le está demandando)

██████████

You have 30 CALENDAR DAYS after this summons is served on you to file a typewritten response at this court.

A letter or phone call will not protect you; your typewritten response must be in proper legal form if you want the court to hear your case.

If you do not file your response on time, you may lose the case, and your wages, money and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

Después de que le entreguen esta citación judicial usted tiene un plazo de 30 DIAS CALENDARIOS para presentar una respuesta escrita a máquina en esta corte.

Una carta o una llamada telefónica no le ofrecerá protección; su respuesta escrita a máquina tiene que cumplir con las formalidades legales apropiadas si usted quiere que le corte secuche su caso.

Si usted no presenta su respuesta a tiempo, puede perder el caso, y le pueden quitar su salario, su dinero y otras cosas de su propiedad sin aviso adicional por parte de la corte.

Existen otros requisitos legales. Puede que usted quiera llamar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia de abogados o a una oficina de ayuda legal (vea el directorio telefónico).

The name and address of the court is: (El nombre y dirección de la corte es)  
SUPERIOR COURT OF LOS ANGELES COUNTY  
111 N. HILL STREET  
LOS ANGELES, CA 90012-3117

CASE NUMBER (Número del Caso)

██████████

CENTRAL DISTRICT BRANCH COURT

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney is  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)  
ERIK L. SCHRANER SBN: 212613 (638) 485-9332 (858) 485-9763  
LAW OFFICES OF WILLIAM R. MCGEE  
16835 WEST BERNARDO DRIVE, STE. 380  
SAN DIEGO, CA 92127

DATE (Fecha) JUN 13 2002

JOHN A. CLARKE, CLERK

*[Signature]*  
C.L. Coleman, Deputy (Delegado)



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant
2. as the person sued under the fictitious name of (specify)
3.  on behalf of (specify): Ford Motor Company

- under:
- CCP 416.10 (corporation)
  - CCP 416.20 (defunct corporation)
  - CCP 416.40 (association or partnership)
  - Other: Business form liability insurance
  - CCP 416.80 (minor)
  - CCP 416.70 (conservatee)
  - CCP 416.90 (individual)

4. by personal delivery on (date):

(See reverse for Proof of Service)

SUMMONS

Legal Solutions & Plus

CCP 412.20

JUN 14 2002 11:01

8584859494

PAGE 02

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court

JUN 13 2002

John A. Clarke, Executive Secretary/Clerk  
By CHARLIE COLEMAN Deputy

1 LAW OFFICES OF WILLIAM R. MCGEE  
2 William R. McGee - State Bar No. 122153  
3 Erik L. Schraner - State Bar No. 212613  
4 16855 West Bernardo Drive, Su. 380  
5 San Diego, California 92127  
6 (858) 485-9332

7 Attorneys for Plaintiff

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

11 [REDACTED]  
12 Plaintiff,  
13 v.  
14 FORD MOTOR COMPANY, and  
15 DOES 1 through 10, inclusive,  
16 Defendants.

Case No. [REDACTED]  
COMPLAINT FOR RESTITUTION AND  
DAMAGES  
[VIOLATION OF THE SONG-BEVERLY  
CONSUMER WARRANTY ACT]

**BY FAX**

17 Plaintiff, [REDACTED] alleges as follows:

18 **GENERAL ALLEGATIONS**

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

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

26 ///  
27 ///  
28 ///

FILED BY FAX  
FAX & FILE  
CRC 2005

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

8           4. On or about March 25, 2001, plaintiff purchased a new 2001 Ford  
 9 Escape, vehicle identification number 1FMUU01B01K [REDACTED]

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

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

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

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

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

22           10. The subject vehicle has suffered from serious defect(s) and  
 23 nonconformity(s) to warranty, including, but not limited to, the engine, which cause the  
 24 engine to surge erratically and to consume a high rate of gasoline. The foregoing  
 25 defect(s) and nonconformity(s) to warranty manifested themselves within the applicable  
 26 express warranty period.

27 ///

28 ///

1 11. Plaintiff delivered the aforementioned vehicle to an authorized FORD  
2 MOTOR COMPANY service and repair facility for repair of the aforementioned  
3 nonconformity(s) on numerous occasions.

4 12. Defendant has been unable and/or has refused to conform plaintiff's  
5 vehicle to the applicable express and implied warranties under the Act after a  
6 reasonable number of attempts. Furthermore, the aforementioned nonconformity(s)  
7 substantially impairs the use, value and/or safety of the subject vehicle to plaintiff.

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

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

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

15 16. Under the Act, plaintiff is entitled to reimbursement of the purchase price  
16 paid for the subject vehicle less that amount directly attributable to use by the plaintiff  
17 prior to discovery of the nonconformity(s).

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

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

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

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WHEREFORE, plaintiff prays for judgment against defendant as follows:

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

DATED: June 13, 2002

LAW OFFICES OF WILLIAM R. MCGEE  
Attorneys for Plaintiff

By:   
ERIK L. SCHRANER



**NOTICE OF CASE ASSIGNMENT  
 LOS ANGELES SUPERIOR COURT**

CASE NUMBER \_\_\_\_\_

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM
Hon. Helen I. Bendix	18	308
Hon. Elihu M. Berle	42	418
Hon. Gregory Alercon	36	410
Hon. Soussan Bruguera	71	729
Hon. Susan Bryant-Deason	62	610
Hon. Alan Buckner	14	300
Hon. James C. Chalfant	13	830
Hon. Lawrence W. Crispo	58	518
Hon. J. Stephen Czuleger	50	808
Hon. Ralph W. Dau	57	517
Hon. James R. Dunn	26	316
Hon. Reginald A. Dunn	44	418
Hon. Emilia Elias	3	224
Hon. Irving Feffer	51	511
Hon. Edward A. Ferns	69	821
Hon. Madelaine Flier	37	413
Hon. Kenneth R. Freeman	64	801
Hon. Haley J. Fromholz	20	310
Hon. Richard Frulin	15	307
Hon. Ray L. Hart	10	831
Hon. Robert L. Hess	24	314
Hon. William Highberger	32	408
Hon. Ernest Hiroshige	54	512
Hon. Marilyn L. Hoffman	78	730
Hon. David Horowitz	30	400
Hon. Richard C. Hubbell	62	600

ASSIGNED JUDGE	DEPT	ROOM
Hon. Morris B. Jones	48	506
Hon. Owen Lee Kwong	49	509
Hon. Marvin Lager	38	412
Hon. Malcolm H. Mackey	55	514
Hon. Jon M. Mayeda	72	731
Hon. David L. Minning	61	832
Hon. Anthony J. Mohr*	309	CCW-1409
Hon. Aurelio Munoz	47	507
Hon. Mary Ann Murphy	25	317
Hon. Rodney E. Nelson	46	500
Hon. Alban I. Niles	34	408
Hon. Gregory O'Brien	21	313
Hon. S. James Otarp	88	617
Hon. Victor H. Person	39	415
Hon. Mel Recana	45	832
Hon. Andria K. Richey	31	407
Hon. Frances Rothschild	28	318
Hon. Jane Johnson	56	514
Hon. John P. Shook	53	513
Hon. Ronald Schiglan	41	417
Hon. Fumiko Wasserman	18	306
Hon. Thomas L. Wilhite, Jr.	23	315
Hon. Alexander Williams III	35	411
Hon David A. Workman	40	414
Hon. George Wu	33	409
OTHER		

(Revised 11/05/01)

\_\_\_\_\_, DEPUTY CLERK

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
06/04/2002 CLOSED	[REDACTED] LEGAL - OTHER ATTORNEY DEMAND	1FMUU01B01K [REDACTED] 1381271342	2001 ESCAPE	07

All Action Details for Issue

VIN: 1FMUU01B01K [REDACTED] Year: 2001 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Subsequent WSD: 0001-01-01  
 Symptom Desc: SURGE AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

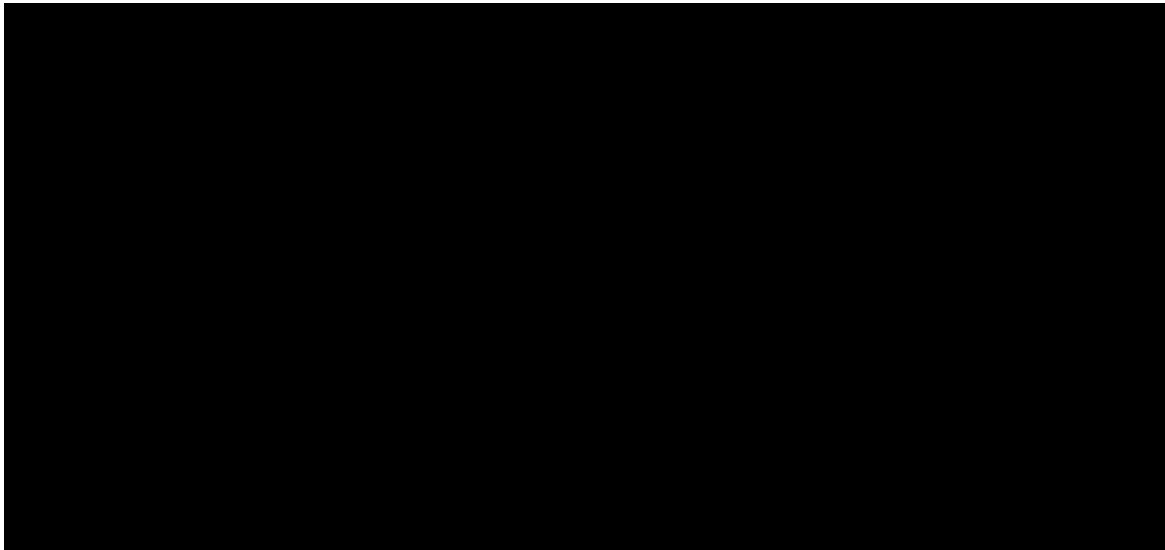
Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND  
 Dealer: 05426 ANTELOPE VALLEY FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 21448 MI Comm Type: MAIL  
 Analyst Name: MOLLY KELSEY Analyst: MKELSEY2  
 Action Date: 05/14/2002 Action Time: 10:35 AM Action Data: Yes  
 Comments \*\*\*\*\*ATTORNEY DEMAND LETTER\*\*\*\*\* REC'D 05/14/02 ATTORNEY ALLEGES DEFECTIVE VEHICLE. ATTORNEY ALLEGES HIS CLIENT'S VEHICLE IS DEFECTIVE. \*\*ATTORNEY DEMANDS FORD REPURCHASE HIS CLIENT'S VEHICLE.\*\*

Data Element Name	Data Value
-----	-----
NAME OF LAW FIRM	LAW OFFICES OF WILLIAM R. MCGEE
ATTORNEY NAME	WILLIAM R. MCGEE WILLIAM R. MCGEE
ATTORNEY PHONE NUMBER	8584859332 MCGEE WILLIAM R. MCGEE

Action: MAKE OUTBOUND CALL TO ATTORNEY  
 Dealer: 05426 ANTELOPE VALLEY FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 21448 MI Comm Type: PHONE  
 Analyst Name: BILL BILLUPS Analyst: BBILLUPS  
 Action Date: 05/15/2002 Action Time: 4:16 PM Action Data: Yes  
 Comments -LPA MADE OBC TO THE ATTORNEY AND LEFT MSG FOR BILL MCGEE ACKNOWLEDGING RECEIPT OF DEMAND LETTER.

Data Element Name	Data Value
-----	-----
CONTACT PERSON	BILL MCGEE

Action: DENY ASSISTANCE - NO FORD PRODUCT DEFECT FOUND  
 Dealer: 05426 ANTELOPE VALLEY FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 21448 MI Comm Type: FAX  
 Analyst Name: BILL BILLUPS Analyst: BBILLUPS  
 Action Date: 06/04/2002 Action Time: 2:11 PM Action Data: No  
 Comments -LPA IS CLOSING THIS FILE. LPA HAS REVIEWED THE CUSTOMER'S FILE. BASED ON THIS REVIEW, WE WILL NOT BE ABLE TO HONOR THE ATTORNEY'S REQUEST TO REPURCHASE THE CUSTOMER'S VEHICLE. OUR UNDERSTANDING IS THAT THE VEHICLE IS PERFORMING AS INTENDED. THE CUSTOMER IS ASKED TO HAVE THE VEHICLE INSPECTED AND/OR REPAIRED (IF APPLICABLE) AT THE SERVICING DEALER. WE PROPOSE NO FURTHER ACTION.



Amica Mutual Insurance Company  
Amica Life Insurance Company  
Amica General Agency, Inc.

MAINE OFFICE  
Two Monument Square, Suite 200  
Portland, Maine 04101-4032

MAR 18 2005

Mail: PO Box 4569, Portland, ME 04112-4569

Toll Free: 1-800-255-3833  
Fax: (207) 774-6432



March 7, 2005

Ford Motor Company  
P O Box 1904  
Dearborn, Michigan 48121



Our File Number: L04200401813D  
Our Insured: [REDACTED]  
Your File Number: Recall # 04S25  
Date of Loss: July 2, 2004  
Amount of Loss: \$4020.07

Dear Sir or Madam:

We are subrogated to the rights of our insured(s) due to the payment of a collision loss.

The amount of damage to our insured's vehicle is shown above. This amount includes both our loss and our insured's deductible.

After the accident our insured received this recall notice a copy of which is enclosed, indicating that it is possible that the accelerator cable may prevent the throttle from returning to the idle position, which may result in increased engine idle speed and may increase stopping distance which could result in a vehicle crash without warning. We feel that this problem was the cause of the accident, and therefore are asking you to consider our claim.

We have enclosed copies of our supporting papers.

Your prompt action regarding payment would be appreciated.

Very truly yours,

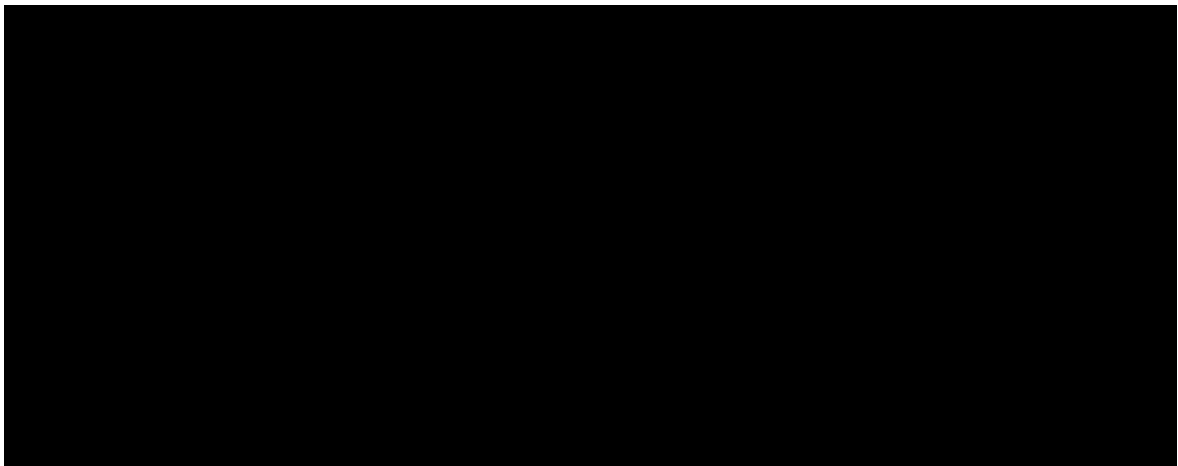
*Milagros A. Trezza*

Milagros A. Trezza  
Claims Department  
Amica Mutual Insurance Company  
mtrezza@amica.com

\*04B7

Web Site: [www.amica.com](http://www.amica.com)  
Offices Countrywide: 1-800-24-AMICA (1-800-242-6422)

PE12-019 001856LC SUBJECT



# State Farm Insurance Companies

February 28, 2002



State Farm Insurance Companies  
811 Kolu Street, Suite 103  
Wailuku, Hawaii 96793  
Phone: 808-244-7911

Valley Isle Motors  
221 S Puunene Avenue  
Kahului (Maui), HI 96732

Ford Motor Company  
Parklane Towers West  
3 Parklane Blvd, Suite 400  
Dearborn, MI 48126-2568

RE: OUR CLAIM NO. : [REDACTED]  
OUR INSURED : [REDACTED]  
VEHICLE INVOLVED : 2002 Ford Escape XLT  
VIN NO. : 1FMYU04112K [REDACTED]  
DATE OF LOSS : February 6, 2002



Mutual Automobile Insurance Company insures the identified 2002 Ford Escape XLT. This vehicle experienced a rapid acceleration problem following a motor vehicle accident that occurred on February 6, 2002 in Makawao, HI.

State Farm would like to give you an opportunity to inspect the vehicle and give you advance notice of our potential subrogation claim. The vehicle is currently in M. Toguchi Body Shop, which is located at 822 Alua Street in Wailuku (Maui), HI. The shop can be reached at (808) 244-5339.

Please contact me at (808) 244-7911 to set-up a time for your inspection.

Sincerely,

A handwritten signature in cursive script that reads "Wayne R. Yamamura".

Wayne R. Yamamura  
Claim Specialist  
State Farm Mutual Automobile Insurance Company

# State Farm Insurance Companies

March 29, 2002



State Farm Insurance Companies  
811 Kolu Street, Suite 103  
Wailuku, Hawaii 96793  
Phone: 808-244-7911

Andrew A. Chabot  
Ford Motor Company  
3 Parklane Boulevard, Suite 300  
Dearborn, MI 48126-2568

RE: OUR CLAIM NO. : [REDACTED]  
OUR INSURED : [REDACTED]  
DATE OF LOSS : February 6, 2002

Mr. Chabot:

This letter will acknowledge the receipt of your correspondence dated March 11, 2002 concerning the potential claim of our insured driver, [REDACTED]. The following is information that you requested:

1. Loss occurred on February 6, 2002 on Makawao Avenue near Makawao (Maui), HI.
2. Our driver - [REDACTED] was involved in a two-car accident. He was struck in the rear by another car. Following the collision, [REDACTED] contends that his accelerator stuck and brakes failed.
3. Police report enclosed.
4. [REDACTED] was the driver. He is married. Wifes name is [REDACTED]. His date of birth, address, social security number, and occupation are noted on police report. He has fracture of T1 vertebra.
5. VEHICLE : 2002 Ford Escape  
VIN : 1FMYU04112K [REDACTED]
6. MILEAGE: 917
7. Photos of vehicle exterior enclosed.
8. Photos of vehicle interior pend.
9. Scene photos enclosed.
10. Rapid acceleration and brake failure; cause unknown.
11. Inspection by engineering expert pends. We would like to conduct joint inspection of vehicle with Ford engineer. We are awaiting Ford's response on when inspection can be completed.
12. No repair completed.
13. M Toguchi Body Shop  
822 Alua Street  
Wailuku (Maui), HI 96793
14. Partial repair estimate \$10,11,350.13. Teardown needed to verify other damages.
15. New vehicle. No service performed since delivery by dealership - Valley Isle Motors.
16. None
17. Source of problem not determined.



18. Wage loss: 2-6-02 to Present (documentation pends)
19. N/A
20. Drive
21. Yes
22. Yes
23. State Farm Insurance has policy on vehicle. Loss is being investigated from Claim [REDACTED]
24. Attorney representing [REDACTED] is Christopher Carroll. Attorney's address:  
55 N Church Street  
Wailuku, HI 96793  
Phone: (808) 244-0000
25. Vehicle purchased by [REDACTED] from:  
Valley Isle Motors  
221 Puunene Avenue  
Kahului (Maui), HI 96732  
Phone: (808) 877-3673

If you have any questions or comments, please contact me at (808) 244-7911.

Sincerely,

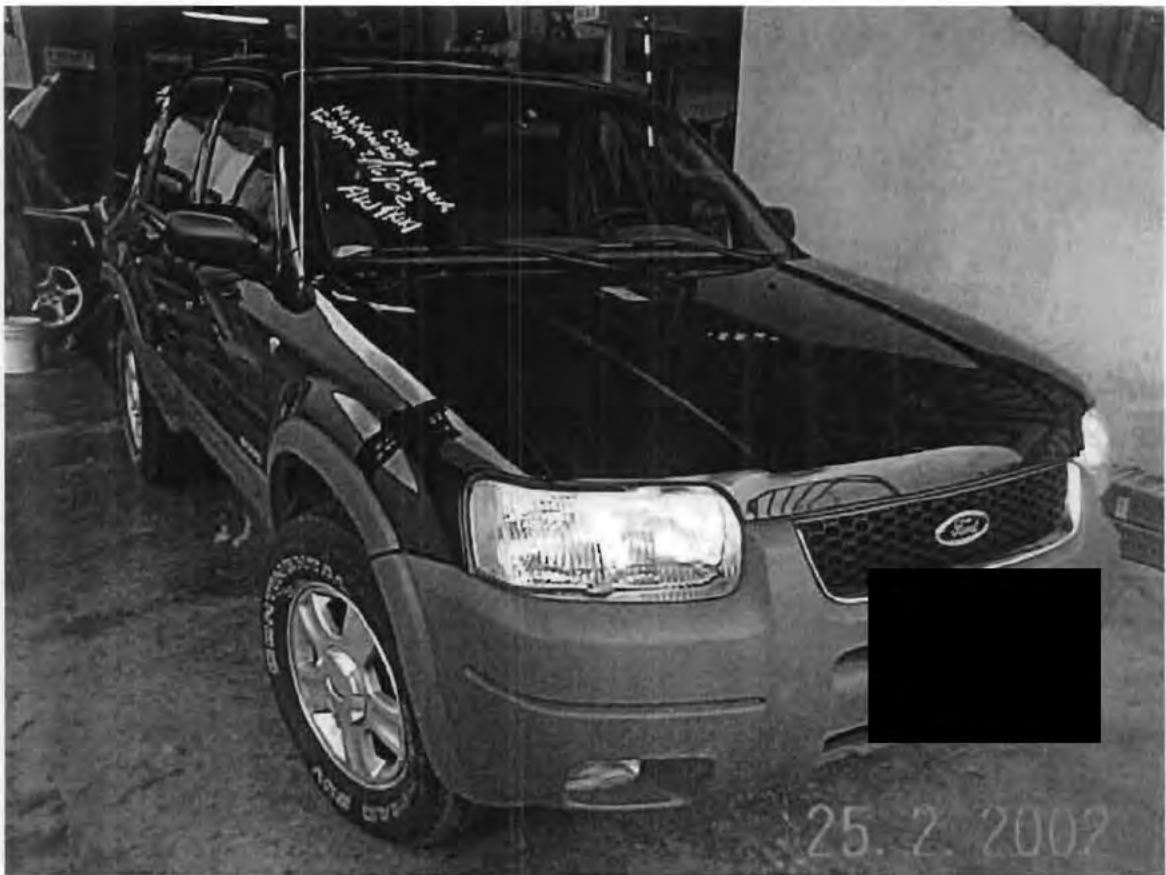
Wayne R. Yamamura  
Claim Specialist  
State Farm Mutual Automobile Insurance Company





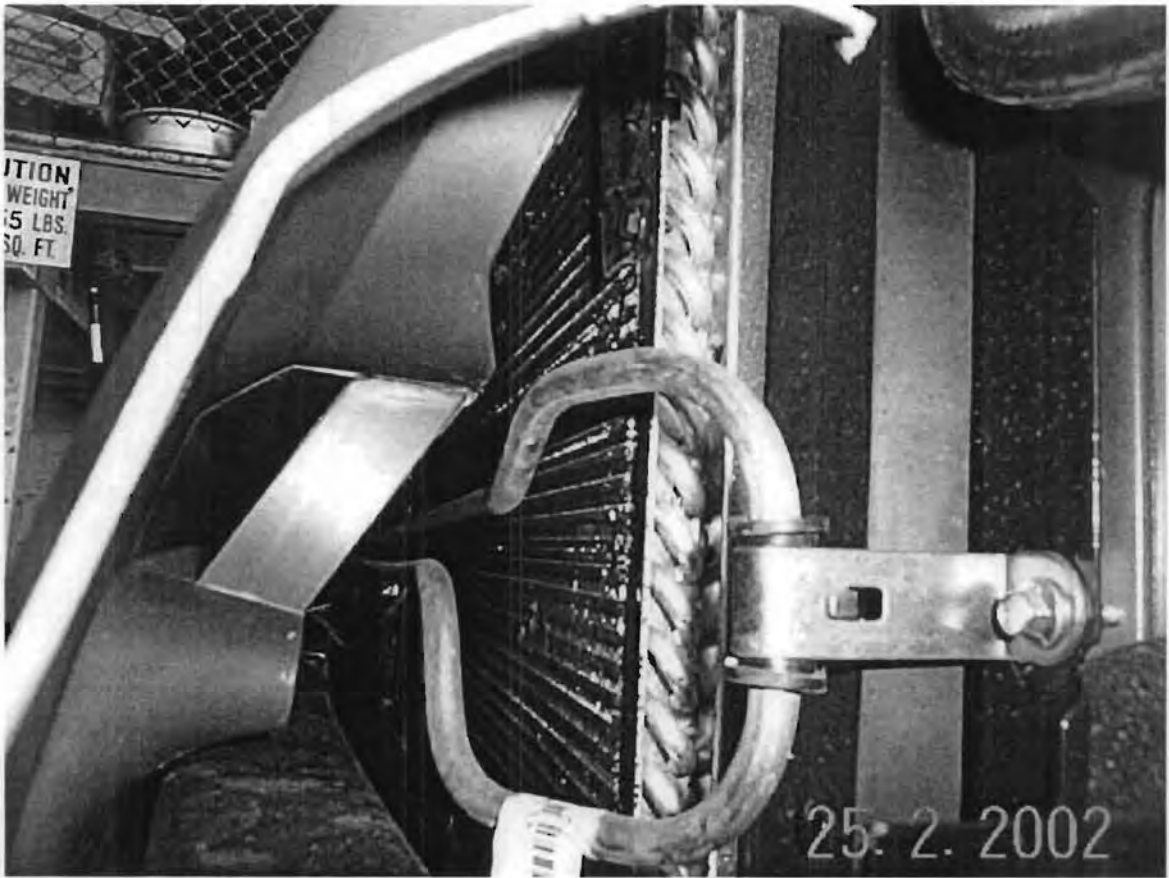




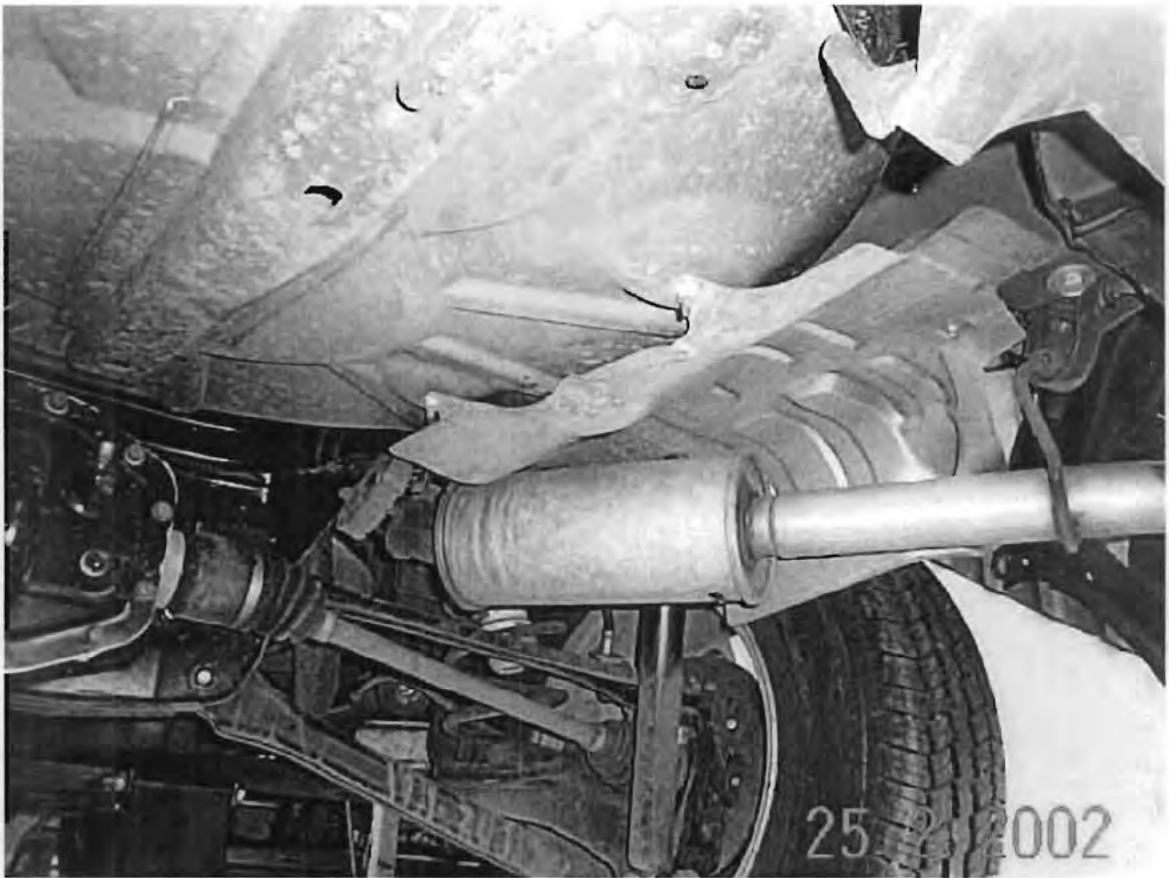




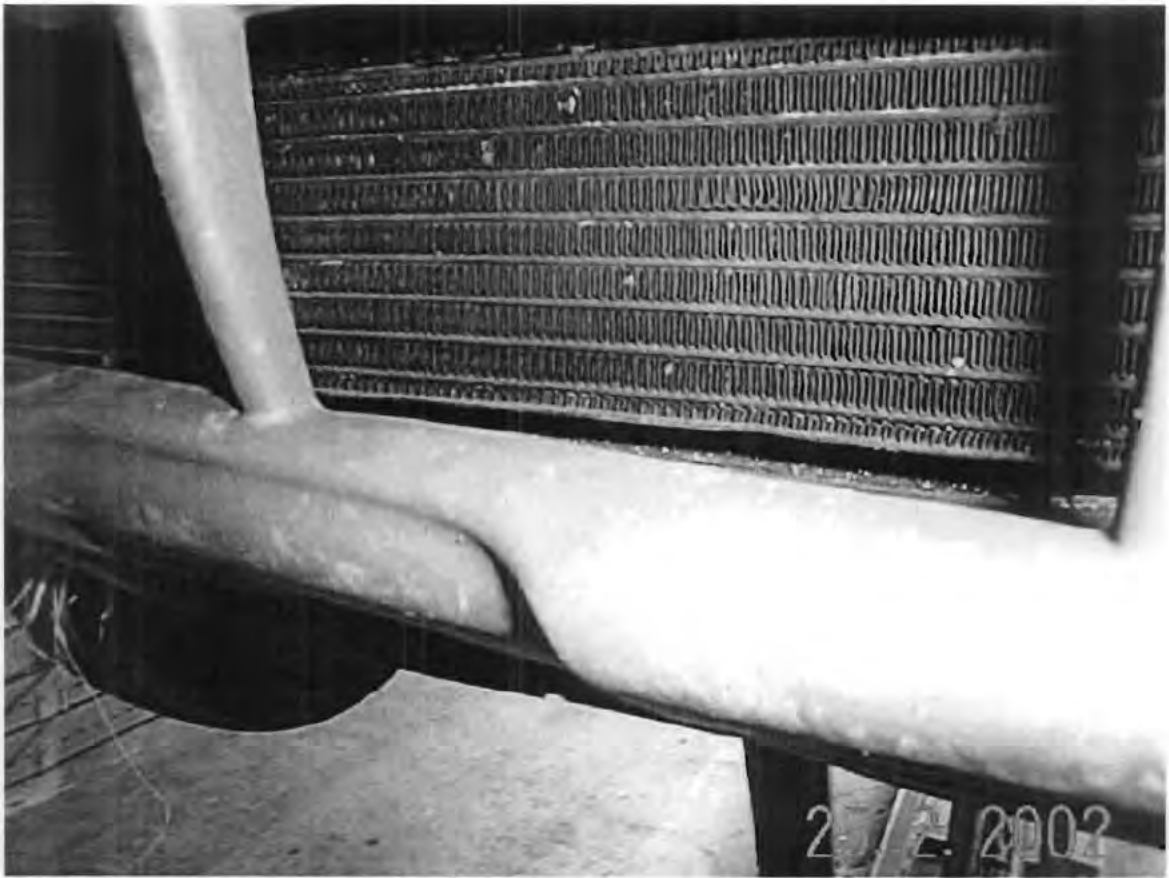
*Drive Axle Damage*



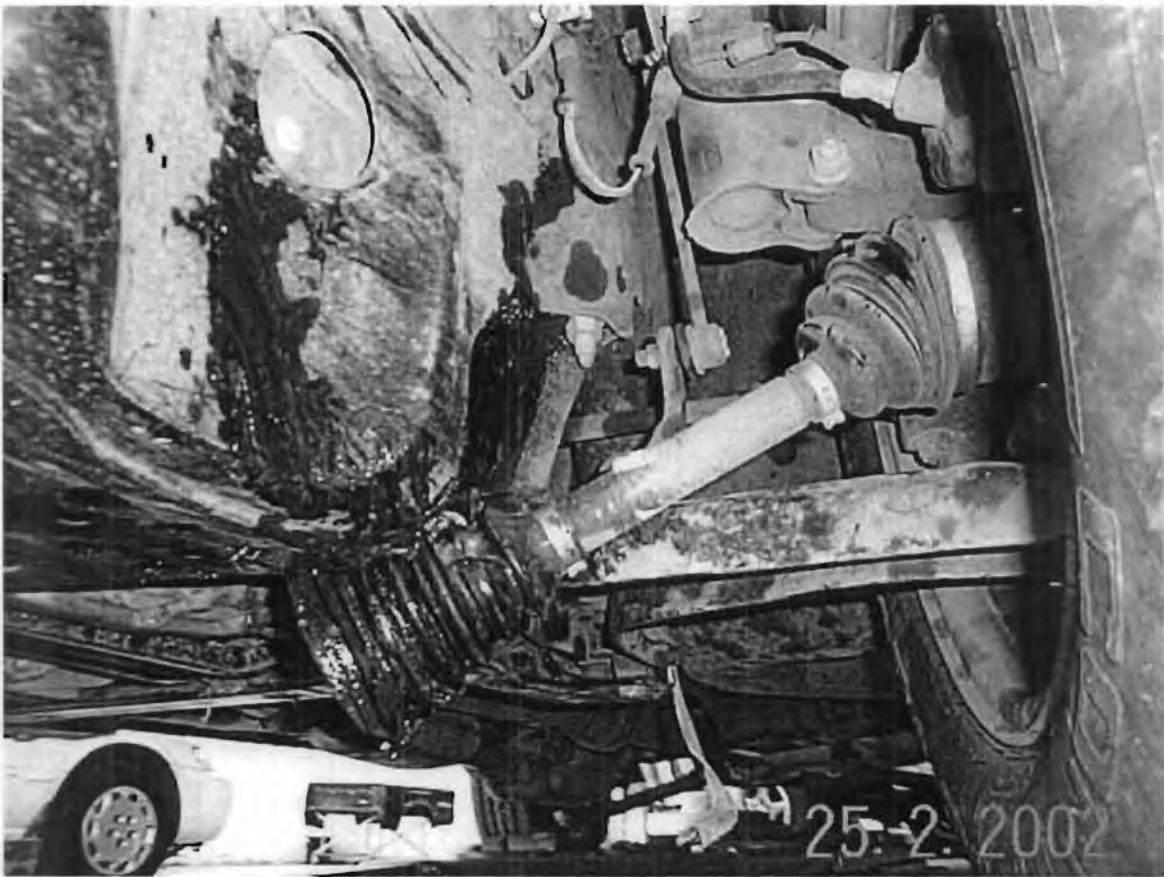












1 SHEET 1 OF 1	2 CRIME CODE K MAN	3 JUNTY	4 DISTRICT 2	5 CENSUS MAR	6 BEAT 32	7 WATCH 2	8 REPORT NO.	UNIT 83	UNIT																
9 REPORT TYPE Major MPV	10 TOTAL INVOLVED MU MC MOP BC PED		11 NO OF WITN 0	12 NUMBER KILLED 0	13 NUMBER INJURED 1	14 TOWAWAY 0 No 1 Yes	15 HIT&RUN 0 No 1 Yes	16 FIRE 0 No 1 Yes	17 PHOTOS 0 No 1 Yes	18 SELECT ONE 0 None 1 Bridge 2 Tunnel	UNIT 00	UNIT													
19 DATE TIME OCCURRED 021602	DAY SAT	DATE/TIME REPORTED 021602 0942		20 REPORTED TO PTO VANOUKH 0029		I.D. NO.		21 INVESTIGATOR(S) Rumpf, D		UNIT 84	UNIT														
22 REPORTED BY NAME/ADDRESS DONAL LAPAQUE				RESID. PHONE X		BUS. PHONE X		23 TIMES SENT 0943 ARRIVE: 0944 BACK: 1047		UNIT 85	UNIT														
24 WEATHER (up to two) 1 Clear 2 Cloudy 3 Rain 4 Hazy 5 Windy 6 Other		25 LIGHT/LIGHTING 1 Daylight 2 Dawn/Dusk 3 Lit-Spot 4 Lit-Continuous 5 Dark-Lights off 6 Dark-No Lights		26 LOCATION CLASSIFICATION 1 School 2 Business 3 Residential 4 Industrial 5 Recreation 6 Farms/Fields 7 No Dev 8 Others			27 TRAFFIC LEVEL 1 Light 2 Medium 3 Heavy		NOTIF: 0943 ARRIVE: 0953		UNIT 86	UNIT													
28 NAME OF STREET OR HIGHWAY MAKAWAO AVENUE			CITY OR TOWN MAKAWAO		ROADWORK 1 Yes 0 No	NUMBER LANES 2	TYPE 1 Divided 2 Unimproved	FLOW 1 One-Way 2 Two-Way	JURIS/CLASS	UNIT 87	UNIT														
29 DIST AND DIRECTION FROM REFER INTERSECTION OF			REFER (MILE MARKER, INTERSECTION ETC.) KOEHALU PLACE			JURIS/CLASS				UNIT 88	UNIT														
30 UNIT NO 1	UNIT CLASS 02	NO OF OCCUP 1	TRAILER TYPE 00	TRAILER PLATE NO X	HAZ MTRL X	31 UNIT NO 2	UNIT CLASS 02	NO OF OCCUP 1	TRAILER TYPE 00	TRAILER PLATE NO X	HAZ MTRL X	UNIT 89	UNIT												
32 OPERATOR'S/PEDESTRIAN'S NAME						33 OPERATOR'S/PEDESTRIAN'S NAME						UNIT 90	UNIT												
34 ADDRESS Kula HI						35 ADDRESS						UNIT 91	UNIT												
36 RESID. PHONE			BUS. PHONE			OCCUPATION Housekeeper			37 RESID. PHONE			BUS. PHONE			OCCUPATION owner			UNIT 92	UNIT						
38 PLACE OF EMPLOYMENT/ADDRESS SELF EMPLOYED						39 PLACE OF EMPLOYMENT/ADDRESS REGENESIS INC.						UNIT 93	UNIT												
40 SEX M	DATE OF BIRTH (age)		RACE CAU		YRS DRIV 15	41 SEX M	DATE OF BIRTH (age)		RACE CAU		YRS DRIV 38	UNIT 94	UNIT												
42 OPERATOR'S LICENSE NO.			STATE HI	TYPE 3	EXP YR. 06	43 OPERATOR'S LICENSE NO.			STATE HI	TYPE 3	EXP YR. 06	UNIT 95	UNIT												
44 RESTRICT X	COMPL 0 No 1 Yes	COORD TEST	BAC TEST GIVEN 0 None 2 Breath 1 Refused 3 Blood		RESULT X %	45 RESTRICT X	COMPL 0 No 1 Yes	COORD TEST	BAC TEST GIVEN 0 None 2 Breath 1 Refused 3 Blood		RESULT X %	UNIT 96	UNIT												
46 CITATIONS—Code and Number						47 CITATIONS—Code and Number						SPD.LIMIT	SPD.LIMIT												
48 OWNER'S NAME						49 OWNER'S NAME						UNIT 97	UNIT												
50 OWNER'S ADDRESS MAKAWAO HI						51 OWNER'S ADDRESS HAWAII HI						NOTIFIED 0 No 1 Yes	NOTIFIED 0 No 1 Yes												
52 INSURED BY CITED						53 INSURED BY STATE FARM						EXP. DATE 4/02		EXP. DATE											
54 LICENSE PLATE NO.						55 LICENSE PLATE NO.						STATE HI	STATE HI												
56 YEAR 92	MAKE Ford	MODEL EXPLO2	BODY TYPE MPV	RECON 0 No 1 Yes	COLOR Brown	57 YEAR 02	MAKE Ford	MODEL MPV	BODY TYPE ESCAPE	RECON 0 No 1 Yes	COLOR Blue	UNIT 98	UNIT												
58 SPECIAL USE 00	SFTY EXPIR 3/02	WEIGHT 3860	INITIAL IMPACT POINT 8	59 DAMAGED AREAS 2 3 4		60 SPECIAL USE 00	SFTY EXPIR 1/03	WEIGHT 3850	INITIAL IMPACT POINT 16	61 DAMAGED AREAS 2 3 4		UNIT 99	UNIT												
62 STOLEN 0 No 1 Yes	TYPE OF DAMAGE 0 None 1 Light 2 Moderate 3 Severe 4 Total		ESTIM. DAMAGE \$13000		63 STOLEN 0 No 1 Yes	TYPE OF DAMAGE 0 None 1 Light 2 Moderate 3 Severe 4 Total		ESTIM. DAMAGE \$13000		64 REMOVAL 1 Driven 2 Remained 3 Towed	REMOVED BY MANU TOW CO.		UNIT 100	UNIT											
66 REMOVED TO BAYVIEW						67 REMOVED TO BAYVIEW						AT THE REQUEST OF 1 Police 2 Other		AT THE REQUEST OF 1 Police 2 Other											
68 OBJECT STRUCK/DAMAGE DESCRIPTION						69 OBJECT STRUCK/DAMAGE DESCRIPTION						ESTIM. DAMAGE \$ Y		ESTIM. DAMAGE \$ Y											
70 OWNER'S NAME/ADDRESS						71 OWNER'S NAME/ADDRESS						PHONE X		PHONE X											
72 NAME/ADDRESS						72 NAME/ADDRESS						A UNIT	B POSIT	C AGE	D SEX	E EJECT	F SFTY	G INJ	H AREA	I CAUSE	J CARE	K TRANS	L HOSP	M COND	N EMS CARD NO.
[Redacted]						[Redacted]						1	10	32	F	00	06	00	X	X	X	X	X	X	X
[Redacted]						[Redacted]						2	10	56	M	00	06	02	06	18	01	02	07	03	01457
73 REPORT WRITTEN BY [Signature]						BADGE NO. 1183		DATE/TIME 021602/1030		74 SUPERVISOR APPROVING [Signature]						BADGE NO. 7078									

91. ACCIDENT LOCATION  
**MAKAWAO AVE 30 FT EAST OF KOEHANA RD**

COUNTY  
**MAUI**

REPORT NO.  
**02-1343F**

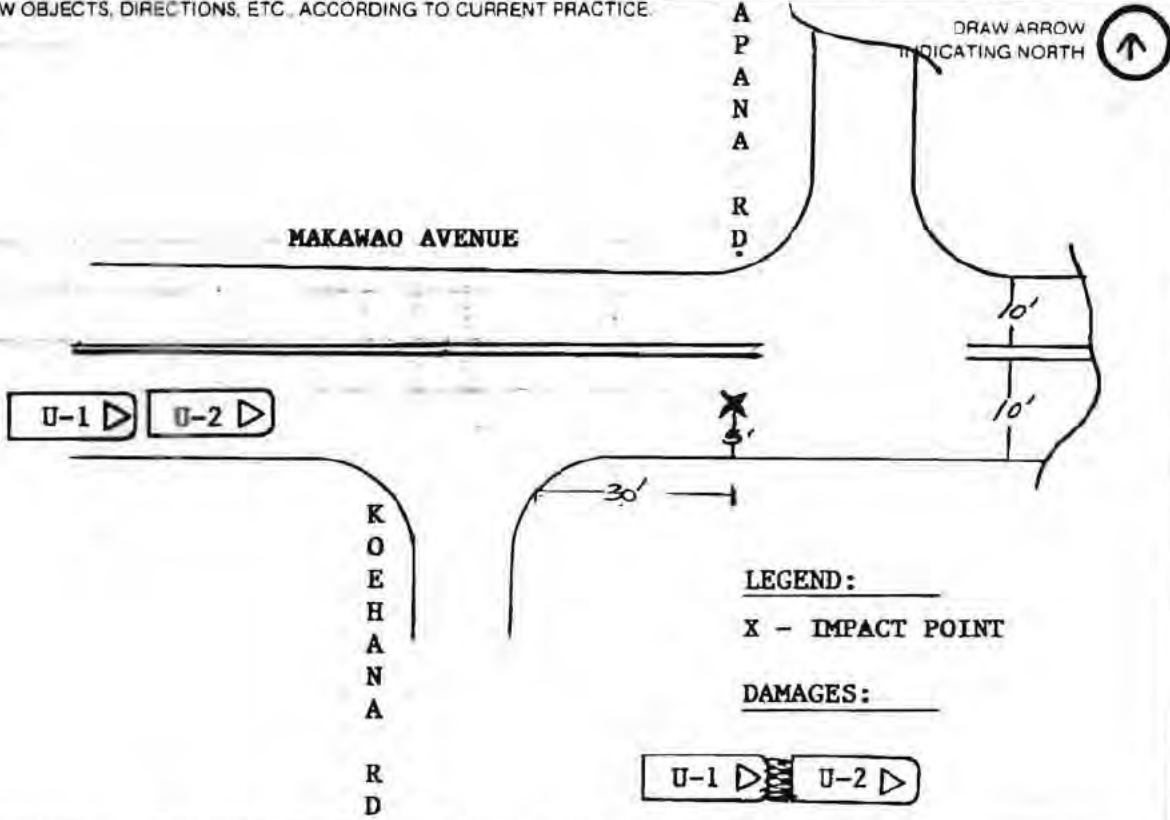
92. LOCATION OF FIRST HARMFUL EVENT

- | INTERSECTION/JUNCTION | ON ROADWAY-NOT AT INT    | OFF-ROADWAY         | OFF-ROADWAY-OTHER  |
|-----------------------|--------------------------|---------------------|--------------------|
| 01 Intersection Area  | 10 Left or Inner Lane    | 20 Left Shoulder    | 30 Driveway        |
| 02 Junction Area      | 11 Right or Outer Lane   | 21 Right Shoulder   | 31 Private Road    |
| 03 Driveway Access    | 12 Other Main Lane       | 22 Left Roadside    | 32 Parking Lot     |
| 04 Alley Access       | 13 Merge/Transition Lane | 23 Right Roadside   |                    |
|                       | 14 Acceleration Lane     | 24 Median           |                    |
|                       | 15 Deceleration Lane     | 25 Median Crossover | 40 Other (Specify) |
|                       | 16 Left Turn Lane        | 26 Outside ROW      |                    |
|                       | 17 Right Turn Lane       |                     |                    |
|                       | 18 Bikeway               |                     |                    |
|                       | 19 Bus/HOV Lane          |                     |                    |

93. HARMFUL EVENTS

Unit	Unit or 0	Action	Unit	Unit or 0	Action
1	2	61	5		
2			6		
3			7		
4			8		

95. DRAW OBJECTS, DIRECTIONS, ETC., ACCORDING TO CURRENT PRACTICE.



- NON-COLLISION**  
 (Enter 0 in 2nd block)  
 01 Overturned on Roadway  
 02 Overturned off Roadway  
 03 Submersion  
 04 Fire/Explosion  
 05 Jackknife  
 06 Ran Off Roadway  
 07 Other (Specify)
- COLLISION**  
 OBJECT/ANIMAL  
 (Enter 0 in 2nd block)  
 10 Overhead Cables  
 11 Guardrail  
 12 Culvert  
 13 Bridge/Overpass  
 14 Underpass/Bridge/Support  
 15 Building  
 16 Island/Raised Median/Curb  
 17 Embankment/Retaining Wall  
 18 Fence  
 19 Utility Pole  
 20 Traffic Signal/Sign Post  
 21 Impact Attenuator  
 22 Standing Tree/Shrub  
 23 Hydrant  
 24 Animal  
 25 Other (Specify)
- PEDESTRIAN**  
 30 Unknown  
 31 Crossing - in Crosswalk  
 32 Crossing - outside Crosswalk  
 33 Crossing - no Crosswalk  
 34 Diving Out  
 35 Walking in Roadway  
 36 Playing in Roadway  
 37 Directing Traffic  
 38 Fighting/Working on Vehicle  
 39 Getting on/off Vehicle  
 40 Maint. Constr. Project  
 41 Other (Specify)
- BICYCLE/MOPED**  
 50 Unknown  
 51 Riding in Bikeway  
 52 Riding outside Bikeway  
 53 Riding in Road - No Bikeway  
 54 Riding off Roadway  
 55 Crossing Roadway  
 56 Fell in on Roadway  
 57 Other (Specify)
- MOTOR VEHICLE - IN TRANSPORT**  
 60 Head On  
 61 Rear End  
 62 Sideswipe - Same Direction  
 63 Sideswipe - Opposite Direction  
 64 Angle - Same Direction  
 65 Angle - Opposite Direction  
 66 Broadside
- MOTOR VEHICLE - OTHER**  
 70 In Other Roadway

96. HOW WERE THE SPEEDS ESTIMATED?  
**STATEMENTS / DEBRIS**

97. HOW WAS POINT OF IMPACT ESTABLISHED?  
**DEBRIS**

98. SHOULDER TYPE (Show on diagram if it was a factor)  
 0. No Shoulder 2. Unimproved 4. Gravel/Stone 6. Concrete  
 1. Turf 3. Graded Earth 5. Asphalt 7. Other

99. REFERENCE POINT IS \_\_\_\_\_ (FEET) \_\_\_\_\_ (DIRECTION)  
 OF \_\_\_\_\_ (OBJECT/LANDMARK)  
 ALL OBJECTS ARE MEASURED FROM POINT OF REFERENCE

100. TIRE/SKID MARKS (FEET)

Wheel	Unit	Unit	Unit	Unit
Lt-F				
Rt-F				
Lt-R				
Rt-R				

OBJECT	N	S	E	W

101. ACCIDENT DESCRIPTION (Refer to Units by Number)

**U-1 TRAVELING EAST ON MAKAWAO AVE. REAR ENDED U-2 WHO WAS ALSO TRAVELING EAST ON MAKAWAO AVE. U-1 STOPPED IN TRAFFIC.**

102. ACTIONS OF UNINVOLVED  
 PED BICYC MOPED MC VEH  
 X X X X X

103. PREPARED BY

**T. Guma 1125T**

BADGE NO.

**02163 / 157**

DATE/TIME

104. SUPERVISOR APPROVING

**[Signature]**

BADGE NO.

**7228**

MAUI COUNTY POLICE DEPARTMENT  
MOTOR VEHICLE ACCIDENT REPORT SUPPLEMENT

Page 1  
DISTRICT REPORT NO. 02-13438

FORM 314

SCENE	DRIVERS INVOLVED PRESENT				REASON FOR LEAVING SCENE				
	O1	O2	O3	O4	<input type="checkbox"/> TAKEN TO HOSPITAL	<input type="checkbox"/> OTHER			
EMERGENCY	AMBULANCE	<input checked="" type="checkbox"/>	DRIVER	WHEEL 10	TOW TRUCK	<input checked="" type="checkbox"/>	FIRM	MTA TOW / DTD	
	DOCTOR	<input checked="" type="checkbox"/>	DOCTOR		FIRE TRUCK	<input type="checkbox"/>	CMNDR		
INJURIES	PERSONS	<input checked="" type="checkbox"/>	DRIVERS	VEH 1 PASS.	VEH 2 PASS	VEH 3 PASS	VEH 4 PASS	PEDESTRIAN	BICYCLIST
	INJURED	<input checked="" type="checkbox"/>	1 2 3 4	2 3 4 5 6	2 3 4 5 6	2 3 4 5 6	2 3 4 5 6	1 2 3 4 5	1 2 3 4
INJURIES	INJURED TREATED	<input checked="" type="checkbox"/>	ATTENDING DOCTOR	DATE	TIME	PLACE TREATED	SCENE	OTHER	
	OBSERVABLE INJURIES/DOCTOR'S VERBAL REPORT								

DRIVERS, PEDESTRIANS	CODE	LAST NAME			FIRST	MIDDLE	ADVISED OF RIGHTS	<input type="checkbox"/> Y	<input type="checkbox"/> N	WAIVED RIGHTS	<input type="checkbox"/> Y	<input type="checkbox"/> N	REFUSED STATEMENT	<input type="checkbox"/> Y	<input type="checkbox"/> N	
	STATEMENT MADE	<input checked="" type="checkbox"/>	DATE	TIME	TO WHOM	PLACE MADE	HOSPITAL	HOME	SCENE	OTHER						
	FOLLOW UP	<input checked="" type="checkbox"/>	DATE	TIME	CODE	IDENTIFIED THE OTHER PERSON AS	CODE	DIRECTION OF TRAVEL	FROM	TO						
	SPEED	M.P.H.	DISTANCE DANGER 1ST NOTICED	FEET - OTHER	ACTION TAKEN TO AVOID ACCIDENT	STOPPED	SWERVED	SLOWED DOWN	APPL. BRAKES	OTHER						
	STATEMENT (OTHER DRIVER'S ACTION AND OTHER INFORMATION)															

RELATED SHE WAS TRAVELING EAST ON MAKAHANA AVENUE. THAT SHE DID NOT SEE U-2 SLOWING. STATED WHEN SHE FINALLY SAW U-2 STOPPING, IT WAS TOO LATE, AS SHE REAR ENDED HIM.

DRIVERS, PEDESTRIANS	CODE	LAST NAME			FIRST	MIDDLE	ADVISED OF RIGHTS	<input type="checkbox"/> Y	<input type="checkbox"/> N	WAIVED RIGHTS	<input type="checkbox"/> Y	<input type="checkbox"/> N	REFUSED STATEMENT	<input type="checkbox"/> Y	<input type="checkbox"/> N	
	STATEMENT MADE	<input checked="" type="checkbox"/>	DATE	TIME	TO WHOM	PLACE MADE	HOSPITAL	HOME	SCENE	OTHER						
	FOLLOW UP	<input checked="" type="checkbox"/>	DATE	TIME	CODE	IDENTIFIED THE OTHER PERSON AS	CODE	DIRECTION OF TRAVEL	FROM	TO						
	SPEED	M.P.H.	DISTANCE DANGER 1ST NOTICED	FEET - OTHER	ACTION TAKEN TO AVOID ACCIDENT	STOPPED	SWERVED	SLOWED DOWN	APPL. BRAKES	OTHER						
	STATEMENT (OTHER DRIVER'S ACTION AND OTHER INFORMATION)															

— REFER TO INJURY REPORT —

DRIVERS, PEDESTRIANS	CODE	LAST NAME			FIRST	MIDDLE	ADVISED OF RIGHTS	<input type="checkbox"/> Y	<input type="checkbox"/> N	WAIVED RIGHTS	<input type="checkbox"/> Y	<input type="checkbox"/> N	REFUSED STATEMENT	<input type="checkbox"/> Y	<input type="checkbox"/> N	
	STATEMENT MADE	<input type="checkbox"/>	DATE	TIME	TO WHOM	PLACE MADE	HOSPITAL	HOME	SCENE	OTHER						
	FOLLOW UP	<input type="checkbox"/>	DATE	TIME	CODE	IDENTIFIED THE OTHER PERSON AS	CODE	DIRECTION OF TRAVEL	FROM	TO						
	SPEED	M.P.H.	DISTANCE DANGER 1ST NOTICED	FEET - OTHER	ACTION TAKEN TO AVOID ACCIDENT	STOPPED	SWERVED	SLOWED DOWN	APPL. BRAKES	OTHER						
	STATEMENT (OTHER DRIVER'S ACTION AND OTHER INFORMATION)															



CODE NO	OF LAST NAME	FIRST	MIDDLE	RESIDENCE PHONE NO	BUS EMP SCH PHONE NO
RESIDENCE ADDRESS	STREET	CITY/TOWN	BUS EMP SCH ADDRESS	STREET	CITY/TOWN
INTERVIEW	DATE	TIME	PLACE INTERVIEW	HOME	HOSPITAL
WHAT DID WITNESS OBSERVE USE CODE WHEN POSSIBLE			SCENE	OTHER	

CODE NO	OF LAST NAME	FIRST	MIDDLE	RESIDENCE PHONE NO	BUS EMP SCH PHONE NO
RESIDENCE ADDRESS	STREET	CITY/TOWN	BUS EMP SCH ADDRESS	STREET	CITY/TOWN
INTERVIEW	DATE	TIME	PLACE INTERVIEW	HOME	HOSPITAL
WHAT DID WITNESS OBSERVE USE CODE WHEN POSSIBLE			SCENE	OTHER	

CODE NO	OF LAST NAME	FIRST	MIDDLE	RESIDENCE PHONE NO	BUS EMP SCH PHONE NO
RESIDENCE ADDRESS	STREET	CITY/TOWN	BUS EMP SCH ADDRESS	STREET	CITY/TOWN
INTERVIEW	DATE	TIME	PLACE INTERVIEW	HOME	HOSPITAL
WHAT DID WITNESS OBSERVE USE CODE WHEN POSSIBLE			SCENE	OTHER	

APPLIES ONLY TO WRONGFUL DRIVER (Charged for accident or likely to be charged)  
 Driver No. \_\_\_\_\_ is covered by a Motor Vehicle Liability Insurance. He was informed to contact his insurance company or agent within 20 days so that a verification can be filed with the Traffic Section. If no insurance, to contact Traffic Section within 20 days. (BE CERTAIN THAT WRONGFUL DRIVER IS INFORMED OF HIS REQUIREMENT. NON-COMPLIANCE WOULD MEAN EVENTUAL SUSPENSION OF HIS DRIVER'S LICENSE.

EXPLAIN WHY NO CHARGES SHOULD BE PREFERRED OTHER FACTS TO CLARIFY DISCREPANCIES OR TO STRESS A POINT NO OPINIONS

U-1, TRAVELLING EAST ON MARLWAD AVENUE BEAT ENDS U-2,  
 U-1 WAS ALSO TRAVELLING EAST ON MARLWAD AVENUE. U-2 WAS STOPPED IN TRAFFIC.

CHARGES	REFERRED TO TRAFFIC SECTION FOR CHARGES	PENDING FURTHER INVESTIGATION	DESCRIPTION OF CHARGES
FOLLOW UP	TYPE OF FOLLOW UP		
UP			

1123 21662 1262 SUPERVISOR [Signature] [Signature]



RB1AA491  
date: 02-22-02  
time: 09:50 AM

page:

route to: Wayne R. Yamamura

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
**ESTIMATOR FACT SHEET**

date of loss  
**02-16-02**

policy number

car no.

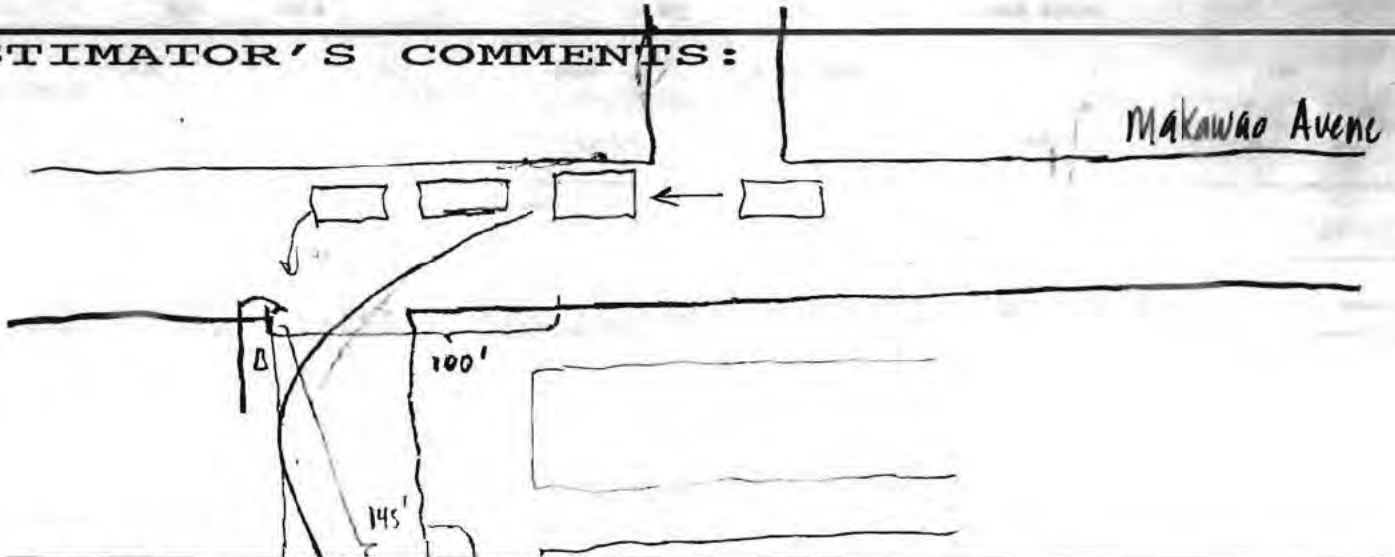
Assigned to Estimator \_\_\_\_\_ Date/Time Assigned \_\_\_\_\_ Date/Time Completed \_\_\_\_\_

business: **REGENESIS INC**  
primary claim rep: Yamamura, Wayne R  
phone: 808-244-7911 primary unit: R2 owning office: MAUI

**ASSIGNMENT INSTRUCTIONS:**

Completed scene investigation on Makawao Avenue near Makawao, HI

**ESTIMATOR'S COMMENTS:**



**SUPERVISOR'S COMMENTS:**

Apana Street







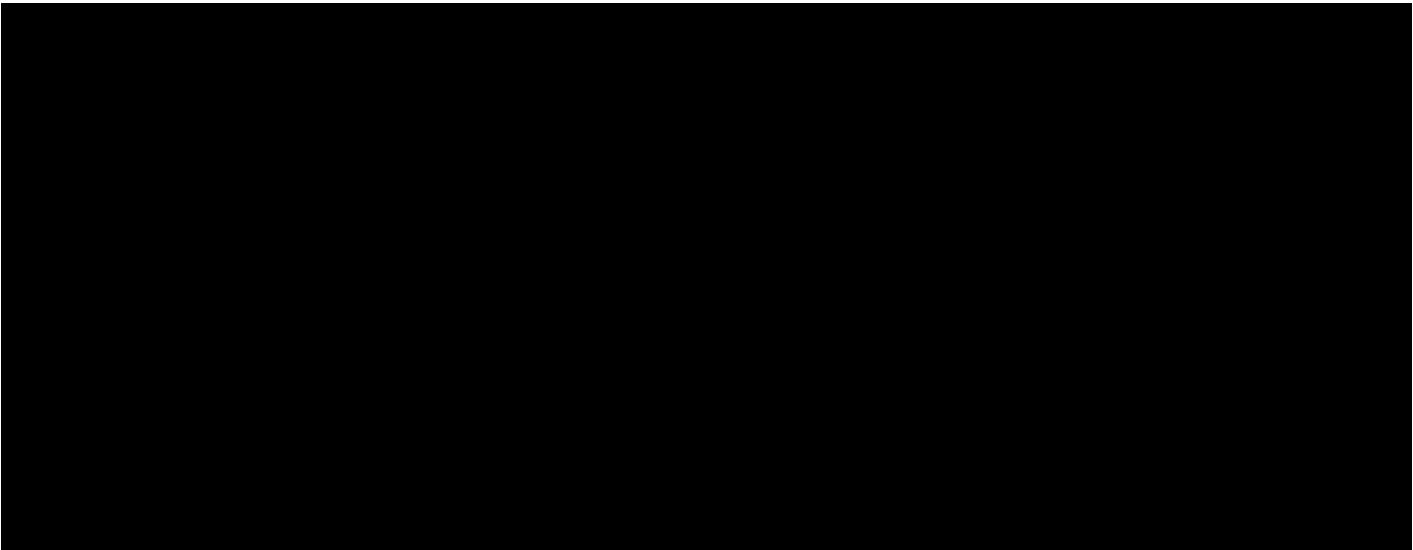












BEGINNING OF CONTACT  
05/01/2007

VOICE OF THE CUSTOMER TRACKING SYSTEM

MAY 01 2007  
11.02.42

REGION: S2 CHARLOTTE      OGC ISSUE      CASE NBR: 0580201207  
VIN: 1FMYU031X2K      ZONE: A04      OPENED: 04/30/2007  
ENGINE: 1      VEH TYPE: T      CLOSED: 04/30/2007

LAST NAME:      FIRST NAME:      STATUS: CLOSED  
TITLE:      MI:      MI:  
ADDRESS:      STATE: SC      ZIP:      MI:  
CITY: LANDRUM      MODEL: ESCAPE XLT 4X2  
HOME PHONE:      MILEAGE: 1  
MODEL YEAR: 2002  
DEALER NAME: D & D MOTORS, INC.      SALES CODE: F21795      P & A: 00976  
REASON CODE: 0703 LEGAL - ALLEGED SERIOUS INJURY  
SYMPTOMS: 801000 GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: NBRAY3 NIVIA BRAY (NBRAY3)

DATE: 04/30/2007 TIME: 16.06.59 :  
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CUST IS CALLING IN SISTER WAS IN A ACCIDENT AND WAS KILLED-VEH HAS BEEN TOTAL.-CUST SISTER WAS KILLED IN VEH.-THORTTLE WAS STICK AND WIDE OPEN ON VEH.-GREEN VILLE CITY POLICY HAS TO VEH LOCKED UP IN INPOUND NOW -4-18-07 WAS DATE OF ACCIDENT.-THEY ARE CURRENTLY DOING INVESTAGTSION ON VEH.-DONT HAVE POICY REPORT NUMBER.-VEH ROLLED AT END OF STR EET.-TRYING TO GET CONTROL OF VEH-TRIED TO DEACTIVATE THE SP EED CONTROL.-AND THE VEH ROLLED OVER SEVERAL TIMES.DEALER SA ID: D & D MOTORS, INC.1000 WEST WADE HAMPTON BLVD GREER, SC 29650TEL:(864) 877-0711GRC ADVISED: I WILL FORWARD THIS INFO RMATION TO THE FORD OFFICE OF GENERAL COUNSEL DEPARTMENT. YO U WILL RECEIVE WRITTEN CONTACT WITHIN 10 BUSINESS DAYS.



**ISSUE LIST**

<b>Last Handling Date/ Issue Status</b>	<b>Name/ Reason Desc</b>	<b>Vin/ Case No.</b>	<b>Model Year and Vehicle Line</b>	<b>Issue Type</b>
4/30/2007 CLOSED	[REDACTED] LEGAL - ALLEGED SERIOUS INJURY	1FMYU031X2K [REDACTED] 580201207	2002 ESCAPE	10

Ford Confidential

[REDACTED]

5/3/2007

All Action Details for Issue

Print

VIN: 1FMYU031X2K [REDACTED] Year: 2002 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2002-07-29  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ALLEGED SERIOUS INJURY Secondary Phone:  
 Issue Type: 10 OGC Issue Status: CLOSED

Action: CONTACT ADVANCED TO OGC Origin Desc: US CONCERN CASE BASE  
 Dealer: 00976 D & D MOTO RS, INC. Comm Type: PHONE  
 Odometer: 1 MI Analyst: NBAY3  
 Analyst Name: NIVIA BRAY (NBAY3) Action Time: 16.06.59.407 Action Data: No  
 Action Date: 04/30/2007

Caller Information If Different From Vehicle Owner:

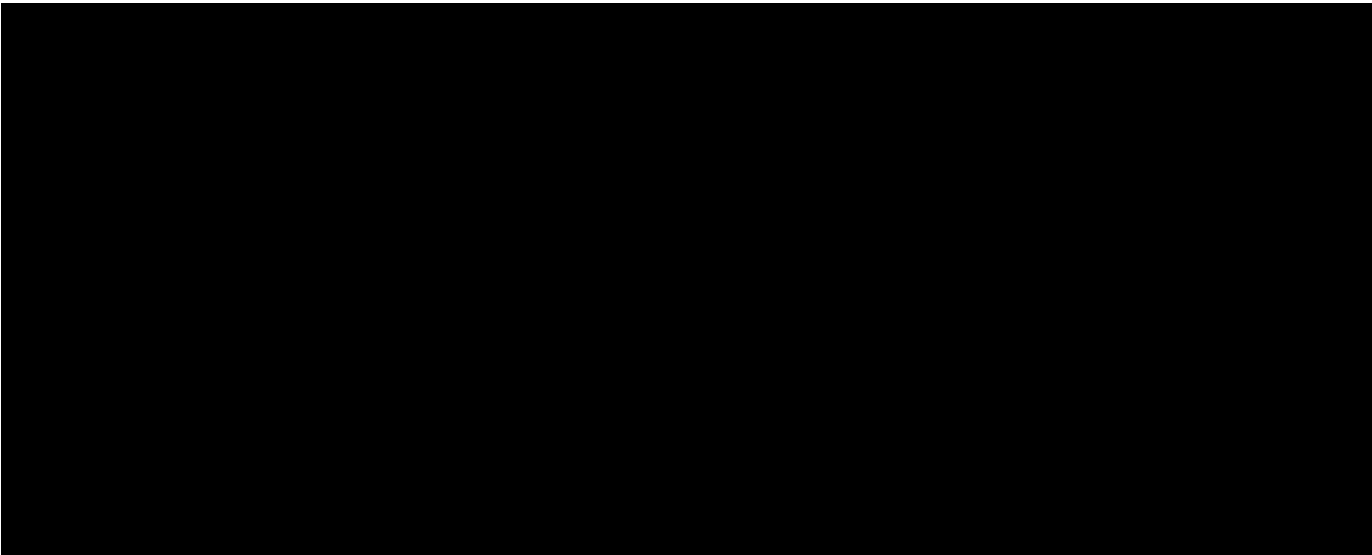
First Name	Middle Initial	Last Name	Day Phone	Relationship
[REDACTED]		[REDACTED]	[REDACTED]	FAMILY

Comments CUSTOMER SAID: -CUST IS CALLING IN SISTER WAS IN A ACCIDENT AND WAS KILLED-VEH HAS BEEN TOTAL.-CUST SISTER WAS KILLED IN VEH.-THORTTLE WAS STICK AND WIDE OPEN ON VEH.-GREEN VILLE CITY POLICY HAS TO VEH LOCKED UP IN INPOUND NOW.-4-18-07 WAS DATE OF ACCIDENT.-THEY ARE CURRENTLY DOING INVESTAGTSION ON VEH.-DONT HAVE POICY REPORT NUMBER.-VEH ROLLED AT END OF STREET.- TRYING TO GET CONTROL OF VEH-TRIED TO DEACTIVATE THE SPEED CONTROL.-AND THE VEH ROLLED OVER SEVERAL TIMES.DEALER SAID: D & D MOTORS, INC. 1000 WEST WADE HAMPTON BLVD GREER, SC 29650TEL: (864) 877-0711CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OFFICE OF GENERAL COUNSEL DEPARTMENT. YOU WILL RECEIVE WRITTEN CONTACT WITHIN 10 BUSINESS DAYS.

Ford Confidential

[REDACTED]

5/3/2007



**JOHN T. RICHMOND, JR.**  
7276 Lindell Ave.  
University City, MO 63130

March 22, 2005

**Via Electronic Mail  
And Regular Mail**

Legal Department  
Ford Motor Company  
One American Road  
Dearborn, MI 48126

Dear Sir or Madam:

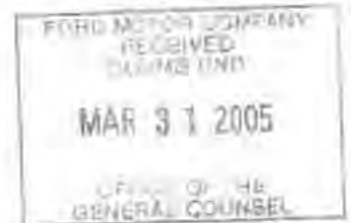
I am writing to address a defect in a 2003 Ford Escape owned by my wife, [REDACTED] and I. This defect caused an accident in which [REDACTED] was involved. As a result of the accident, my wife and I have been damaged, and I am hopeful that we can amicably resolve this matter.

Enclosed is a letter from Ford Motor Company ("Ford") dated January 2005 in which Ford admits that "a defect, which relates to motor vehicle safety, exists in all 2002 through 2004 Escape vehicles." Apparently, there was a defect involving the accelerator cable, which as is noted in Ford's letter "may result in a vehicle crash without warning."

Upon receipt of this recall notice, my wife immediately scheduled an appointment with a Ford dealer to have this problem remedied. I am enclosing a copy of the invoice (though there was no charge for the work) from Cavalier Ford, dated January 24, 2005, which reflects that the problem with the accelerator cable was addressed.

Unfortunately, several months before Ford issued this recall notice, the defect in the accelerator cable on my wife's car caused an accident. On or about August 23, 2004, as my wife pulled into a parking spot at her place of employment, the car engine speed became elevated, as Ford admits in its letter may happen due to the defective accelerator cable. As a result of this sudden increase in engine speed, the vehicle lurched forward and struck a concrete wall which was in front of the parking space.

After this incident, my wife and I took the vehicle to the Suntrup Westport Ford dealership and described in great detail the problem we had been experiencing with the vehicle. Both my wife and I had noticed that, on a regular basis, when the driver removed his or her foot from the accelerator pedal, the car's engine did not begin to slow, and in fact often revved higher for a second or two. The result was an unexpected increase in vehicle speed even though pressure was no longer being applied to the accelerator, in which case a decrease in speed should begin to occur. Even though we described this problem to the Ford dealership, and there was a defect in the accelerator



cable; we were told that no problem could be diagnosed with the vehicle. A copy of the invoice for this trip to Suntrup Westport Ford is attached to this letter.

As a result of the vehicle striking the concrete wall when the defective accelerator cable caused the vehicle to lurch forward, my wife and I incurred significant damages. Primarily, we had to have the vehicle repaired, which cost \$1,708.94. I am enclosing a copy of the invoice for the body work with this letter. This amount was paid by check number 1282 on October 14, 2004. In addition, my wife and I lost significant time from work, as we had to spend time on more than one occasion at Ford dealerships attempting to rectify this situation, as well as at the body shop having the damage repaired. Further, we were forced to get by without one of our vehicles for several days while the repair work was done. Finally, I am sure you can imagine how upsetting it was, to my wife in particular, to have a vehicle which clearly was not operating correctly, then to have an accident caused by the defective vehicle, then to have a Ford dealership tell us that there was no problem, and finally to receive a recall notice confirming what we had been saying all along.

I view this as a matter which should be easily resolved. If my wife and I were to file a lawsuit, liability would not be an issue, as Ford has admitted, in writing, that there was a defect in its product. In addition, it is clear that the defect in Ford's product has caused me and my wife damages. Thus, the only issue in any litigation would be the amount of those damages, and that would be an issue for a jury to determine after Ford would have expended significant resources on attorneys' fees.

I certainly could pursue some type of class action litigation against Ford in a favorable venue such as Madison County, IL, or simply file suit against Ford and pursue discovery, seek punitive damages and the like. However, as an attorney whose primary job is to defend large companies in civil litigation, I am more inclined to resolve the claim of my wife and I as quickly and efficiently as possible. Therefore, I demand that Ford pay to [REDACTED] and I the total sum of \$5,000.00 to compensate us for all of our losses. To be clear, I do not view this eminently reasonable demand as the start of a negotiation process; rather, if this amount is paid on or before April 8, 2005, my wife and I will execute a release of this claim against Ford and we can all move forward with other, more important business.

Thank you for your attention to this matter, and I look forward to a prompt resolution of this issue. I am enclosing a copy of my business card so that, if you would like to further discuss any of the issues raised in this letter, you can contact me.

Sincerely,

[REDACTED]

enclosures



ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/24/2005 CLOSED	[REDACTED] LEGAL - ATTORNEY REPRESENTING THEMSELVES	1FMYU93153K [REDACTED] [REDACTED]	2003 ESCAPE	07

[REDACTED]

4/6/2005

All Action Details for Issue

Print

VIN: 1FMYU93153K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2002-12-24  
 Symptom Desc: SURGE AT CRUISE ALL ENGINE TEMP Primary Phone:  
 Reason Desc: LEGAL - ATTORNEY REPRESENTING THEMSELVES Secondary Phone:  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND  
 Dealer: 08042 CAVALIER FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Odometer: 31137 MI Comm Type: MAIL  
 Analyst Name: LEICH, CHERIE Analyst: CLEICH  
 Action Date: 03/23/2005 Action Time: 08.27.10.004 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMPED 3-23-05. ATTORNEY ALLEGES HIS WIFE WAS INVOLVED IN AN ACCIDENT WHEN PULLING INTO A PARKING LOT AND THE VEHICLE SURGED AND HIT A CONCRETE WALL. INCLUDED IN RECALL 04S25.ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	[REDACTED]
ATTORNEY NAME	[REDACTED]
ATTORNEY PHONE NUMBER	[REDACTED]
ANALYST ID	TROQUEMO

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 08042 CAVALIER FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 31137 MI Comm Type: PHONE  
 Analyst Name: TANYA ROQUEMORE (TROQUEMO) Analyst: TROQUEMO  
 Action Date: 03/24/2005 Action Time: 08.59.08.654 Action Data: No

Comments LPA SPOKE WITH CUSTOMER AND INFORMED HER OF INVESTIGATING THE CONCERN.

Action: REQUEST SALES/SERVICE DOCUMENTS  
 Dealer: 08042 CAVALIER FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 31137 MI Comm Type: PHONE  
 Analyst Name: TANYA ROQUEMORE (TROQUEMO) Analyst: TROQUEMO  
 Action Date: 03/24/2005 Action Time: 12.30.56.080 Action Data: Yes

Comments LPA REQUESTED SERVICE DOC FOR RECALL AND ALSO RECEIPT FOR BODY REPAIR WORK.

Data Element Name	Data Value
DESCRIBE DOCUMENT	HARD COPY



4/6/2005

---


**Action:** INFORMATIONAL CALL/FAX  
**Dealer:** 08042 CAVALIER FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Odometer:** 31137 MI **Comm Type:** PHONE  
**Analyst Name:** TANYA ROQUEMORE (TROQUEMO) **Analyst:** IROQUEMO  
**Action Date:** 03/24/2005 **Action Time:** 12.32.17.834 **Action Data:** No

**Comments** LPA SPOKE WITH SM ABOUT RECALL.

---

**Action:** DENY ASSISTANCE - REFER TO INSURANCE CARRIER  
**Dealer:** 08042 CAVALIER FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Odometer:** 31137 MI **Comm Type:** MAIL  
**Analyst Name:** TANYA ROQUEMORE (TROQUEMO) **Analyst:** TROQUEMO  
**Action Date:** 03/24/2005 **Action Time:** 12.35.27.718 **Action Data:** No

**Comments** BASED ON INFORMATION REVIEWED, CUSTOMER SHOULD CONTACT INSURANCE COMPANY FOR RESOLUTION. DENIED. SENDING REFER TO INSURANCE COMPANY LETTER.



4/6/2005





Scanning Center | 6000 American Pkwy | Madison WI 53753-0001 | 1-800-MYAMFAM (692-6326) | amfam.com

July 02, 2012

Jul 06 2012 *alk*

64-AJM066

FORD MOTOR COMPANY  
ATTN: RECALL DEPARTMENT  
PO BOX 70  
DEARBORN MI 48121-0070

RE: Our Claim Number: [REDACTED]  
Our Insured: [REDACTED]  
Our Company Name: American Family Mutual Insurance Company  
Date of Loss: May 17, 2012

Dear Ford Motor Company:

My name is Austin Marquard with American Family Insurance and I am writing regarding a recall on a 2003 Ford Escape Limited VIN 1FMCU94183K [REDACTED]. It looks like the accelerator cable was recalled for this vehicle in 2006 and was replaced. However it seems that the accelerator cable was the cause of an accident that occurred on 05/17/2012.

I am wondering if you have investigated this accident, or reviewed the recall information on this vehicle. Please advise if this accident was caused by a faulty accelerator cable.

Please contact me regarding the recall at the number provided below, or email me at the email address below.

Sincerely,

Austin J Marquard  
Claim Associate Adjuster  
American Family Mutual Insurance Company  
1-800-MYAMFAM (1-800-692-6326) X 48460  
amarquar@amfam.com  
Fax: (800) 977-9029  
www.amfam.com/claims

Enc:

BEGINNING OF CONTACT  
06/19/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.08

REGION: G1 CHICAGO OGC ISSUE CASE NBR: 1353431702  
VIN: 1FMCU94183K [REDACTED] ZONE: A02 OPENED: 2012/06/18  
ENGINE: 1 VEH TYPE: T CLOSED: 2012/06/18

LAST NAME: [REDACTED] STATUS: CLOSED  
TITLE: MR FIRST NAME: [REDACTED] MI:  
ADDRESS: [REDACTED]  
CITY: CHICAGO STATE: IL ZIP: [REDACTED]  
HOME PHONE: [REDACTED]  
MODEL YEAR: 2003 MODEL: ESCAPE  
MILEAGE: 70000  
DEALER NAME: HAGGERTY FORD, INC. SALES CODE: F41080 P & A: 05192  
REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY  
SYMPTOMS: 624700 ACCELERATOR PEDAL INOPERATIVE/NO RESPONSE

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE  
ACTION: T1120 - TIER ONE CLOSE ISSUE  
DOCUMENT: ANALYST: XTORRES2 TORRES (XTORRES2), XIONARY

DATE: 2012/06/18 TIME: 16.26.00;  
ACTION DATA/COMMENTS:

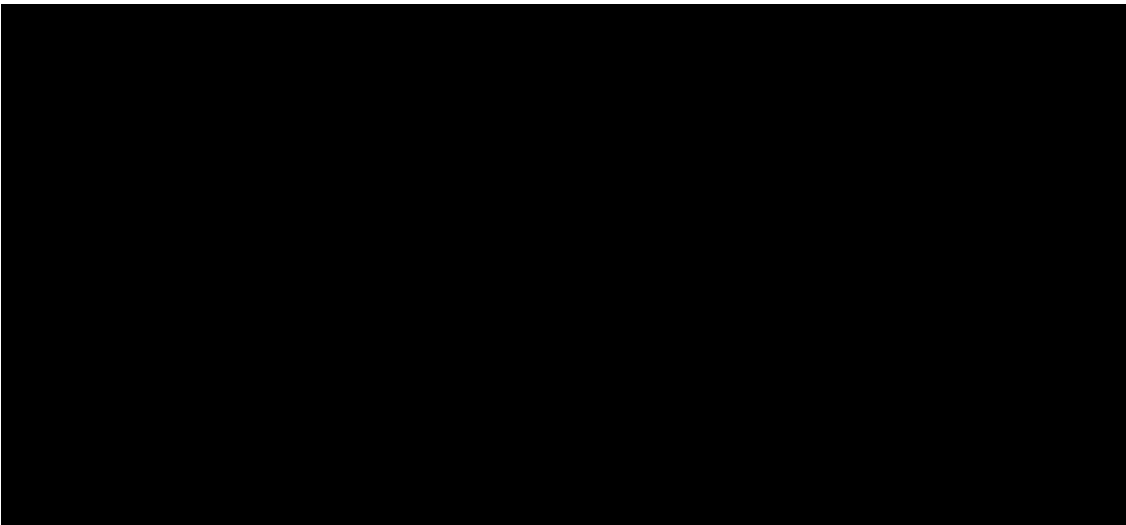
\*\*\*SPANISH CALL\*\*\*1. DATE OF THE ACCIDENT-5/17/2012 2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT-ACCELERATOR CABLE 3. IF THERE WERE ANY INJURIES SUSTAINED-NO 4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED-4433 SOUTH POLASKI RD. 5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.-YES 6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.-VEH HIT TREE AND HIT ANOTHER VEH IN A TARGET PARKING LOT 7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.-[REDACTED] COOK COUNTY 8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.-YES 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.-COMPANY PAID FOR DAMAGES 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.-YES 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).N/A 12. WHAT THE CUSTOMER IS SEEKING -WANTS FINANCIAL ASSISTANCE FOR VEH REPAIRS  
SCR ADV: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.\*\*\*NOTE TO CCR: USE CORRECT SYMPTOM FOR ALLEGED DEFECTIVE SYSTEM (FIRE/SMOKE AS SYMPTOM FOR ALL INCIDENCES INVOLVING VEHICLE FIRE). VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT ALL REQUIRED INFORMATION OF INCIDENT/ACCIDENT PER AAF.

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT  
JUN 19 2012  
OFFICE OF THE  
GENERAL COUNSEL

CONSUMER AFFAIRS

06/19/2012 FAXOGC1 CONFIDENTIAL

PE12-019 001897LC SUBJECT



RECEIVED JAN 24 2005

# State Farm Insurance Companies



Charlottesville Operations Center  
ATTN: Subrogation  
PO Box 9052  
Charlottesville, Va 22906-9052  
Phone 1-888-411-4185  
Fax 1-888-296-2330

January 24, 2005

Shawn Norton  
Ford Motor Company  
Parklane Towers West Ste 300  
Dearborn, MI 48126-2568

505791

RE: Claim Number: [REDACTED]  
Date of Loss: September 24, 2004  
Insured: [REDACTED]  
Your Insured/Claim Number: /



Dear Ms. Norton:

Per your attached letter, you requested a description of the incident. [REDACTED] notes that the vehicle suddenly accelerated and sent him into a fence. We do not have a police report. Photographs are attached. You may contact the owner directly for a complete service history. Please let us know if you need anything further.

If you have any questions, please contact us at 1-888-411-4185 Ext. 2.

Sincerely,

Carolyn T. Thompson  
Claim Representative  
State Farm Mutual Automobile Insurance Company

- No Exp  
- No C. Photos  
- No JRMH











# State Farm Insurance Companies



RECEIVED

DEC 30 2004

Charlottesville Operations Center  
ATTN: Subrogation  
PO Box 9052  
Charlottesville, Va 22906-9052  
Phone 1-888-411-4185  
Fax 1-888-296-2330

December 21, 2004

Ford Motor Company  
Parklane Towers West Ste 400  
Dearborn, MI 48126-2568

RE: Claim Number: [REDACTED]  
Date of Loss: September 24, 2004  
Our Insured: [REDACTED]  
Vehicle: 2003 Ford Escape  
1FMYU93103K [REDACTED]

Dear Sir/Madam :

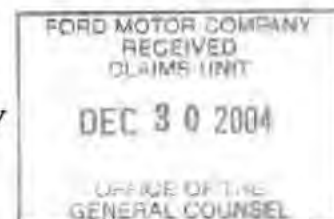
The identified 2003 Ford Escape is insured by State Farm Mutual Automobile Insurance Company. This vehicle experienced a sudden acceleration causing vehicle to strike a fence.

State Farm would like to give you an opportunity to inspect the 2003 Ford Escape and give you advance notice of our potential subrogation claim. Please contact me at (888) 411-4185 to setup a time for your inspection.

If you have any questions, please contact us at 1-888-411-4185 Ext. 2.

Sincerely,

Raymond M. Jordan  
Claim Representative  
State Farm Mutual Automobile Insurance Company



WSD 12/8/03

- A C 10  
- 9/24/04  
- '03 Escape  
- ✓ IN  
- 101680 (M)  
- # 2138.47

RECEIVED IN 4/10/05

# State Farm Insurance Companies



Charlottesville Operations Center  
ATTN: Subrogation  
PO Box 9052  
Charlottesville, Va 22906-9052  
Phone 1-888-411-4185  
Fax 1-888-296-2330

March 7, 2005

Shawn Morton  
Ford Motor Company  
Parklane Towers West Ste 300  
Dearborn, MI 48126-2568

RE: Claim Number: [REDACTED]  
Date of Loss: September 24, 2004  
Insured: [REDACTED]  
Your Insured/Claim Number: /

505791  
cl

Dear Ms. Morton:

■ Thank you for your recent letter. Please know that you can call [REDACTED] and make arrangements to see his vehicle. He can be reached at [REDACTED]. Please let us know your position as soon as possible.

If you have any questions, please contact us at 1-888-411-4185 Ext. 2.

Sincerely,

CT/BW

Carolyn T. Thompson  
Claim Representative  
State Farm Mutual Automobile Insurance Company





**afni Insurance Services**  
**Subrogation Department**

P.O. Box 3068 | Bloomington, IL 61702 | Phone 888-879-6814 | Fax 309-820-2626

575237 Subro  
 Chabot

CUSTOMER  
 RELATIONSHIP  
 CENTER

2006 APR -11 A 6:59

March 30, 2006

FORD MOTOR CO  
 ATTN: CONSUMER AFFAIRS DEPT.  
 PO BOX 6248  
 MD-3NE-B  
 DEARBORN, MI 481216248

APR 04 2006  
 6

Re: Our File #: [REDACTED]  
 Claim #: [REDACTED]  
 Insured: [REDACTED]  
 Loss Location: 1673 CASTLEWOOD RD., VIRGINIA BEACH, VA 23456-5481  
 Date of Loss: November 29, 2005  
 Total Damages: \$3,079.45

To Whom It May Concern:

We are contacting you today on behalf of USAA regarding a loss, which occurred on November 29, 2005. The facts of the incident indicate that you are liable for payments that USAA made to its policyholder as a result of the loss. On the above date of loss, our insured was driving his 2004 Ford Escape. The engine revved up to about 4000 RPM for unknown reason. Insured put on his brakes, but brakes did not stop his vehicle and it continued forward into his garage door. Our claim is for the garage door damage. Our insured's vehicle was insured with Geico. This loss resulted from a defective accelerator cable which prevented the throttle from returning to the idle position. As a result, our insured's vehicle could not stop and struck our insured's garage door. I have enclosed our damage supports for your review. The balance due is \$3,079.45.

If you believe you had insurance coverage at the time of the loss, notify us by mailing back the attached page immediately. A reply envelope is enclosed for your convenience, or you may fax the information to us at 309-820-2626.

If you did not have insurance coverage at the time of the loss, please pay the balance in full today. Afni accepts payments made by check, money order, Western Union Quick Collect, or check by phone. Please enclose the attached page with your payment.

We are in a position to help you find the means to pay this balance. Please feel free to call us toll-free at 888-879-6814 extension 3193 to discuss your options. Call immediately if you have questions about this claim.

Sincerely,

*Corey Jones*

COREY JONES EXT 3193  
 Subrogation Specialist



Return this page to notify Afni of insurance coverage, enclose with your payment, or notify us of a change of address. Use the enclosed reply envelope, or mail to:

**Afni Subrogation Unit**  
**P.O. Box 3068**  
**Bloomington, IL 61702-3608**

FORD MOTOR CO  
PO BOX 6248  
Md-3ne-b  
DEARBORN, MI 481216248

Re: Our File #: [REDACTED]  
Claim #: [REDACTED]  
Insured: [REDACTED]  
Date of Loss: November 29, 2005  
Total Damages: \$3,079.45

Insurance carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Policy #: \_\_\_\_\_

Agent: \_\_\_\_\_

Claim #: \_\_\_\_\_

Adjuster Name/Phone: \_\_\_\_\_

**Change of Address:**

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

PAY STATUS PRINT

PAGE- 1

RMO- 4127 REGION- SU3 LOSS REPORT NR- 3 DATE- 03 27 06

USAA NR- 17565547 CD- 1 POL NR- 90A DOL- 11 29 05 CLAIM NR- 3

UNIT- 04417 CH- 10 SEND TO- SUMMER

PAYST 017565547,008,000003,112905

N-COM OFF 122001 A 017565547 1

TOTAL LOSS= 0

\*\*\* CLAIM COVERAGE/RESERVE STATUS \*\*\*

COV=DWG SUIT= 0 CLMT= 00 C/L= 210 SPECRES=CLSED 06/03 ST-PAY= 2,329.45

COV=UPP SUIT= 0 CLMT= 00 C/L= 210 SPECRES=CLSED 06/03 ST-PAY= 250.00

TOTAL= TOTAL= 2,579.45

BANK DRAFT NR ISSUE-DT PAYEE AMOUNT MODE CLEARDT

\*\*\* CLAIM STRAIGHT PAY DRAFT SUMMARY \*\*\*

39 01547954 03/07/06 STEVEN M ROSE & GRACE E.C. 2,579.45 EFT



United Services  
Automobile Association

# PROPERTY LOSS REPORT

Member Name [REDACTED]	USAA Number [REDACTED]	LR Number 3	Date of Loss 11-29-2005
---------------------------	---------------------------	----------------	----------------------------

SEND IMMEDIATE NOTICE TO: Office Servicing Your Area

PLEASE ANSWER EACH QUESTION FULLY. CLAIM CANNOT BE PROCESSED, OTHERWISE.

POLICY-HOLDER	RESIDENCE ADDRESS (Street and Number, City or Town, State, ZIP Code)	HOME PHONE
	[REDACTED] Virginia Beach, VA [REDACTED]	[REDACTED]
		BUSINESS PHONE
		[REDACTED]

LOCATION	LOCATION OF PROPERTY OR PLACE OF LOSS (Street and Number, City, State. If no street number, give lot and block no.)
	[REDACTED] Virginia Beach, VA [REDACTED]

CAUSE OF LOSS OR INJURY	DATE OF LOSS	TIME	<input type="checkbox"/> A.M.	<input checked="" type="checkbox"/> P.M.	CAUSE (Explain fully)
	11/29/05	3:30			MY 2004 FORD ESCAPE TRIGGLED STUCK OPEN, AND THE CAR DROVE FORWARD, RUNNING OVER BOTH WASTE RECYCLABLES AND THROUGH THE CLOSED GARAGE DOORS.

EXTENT OF DAMAGE OR INJURY	EXPLAIN FULLY
	LEFT GARAGE DOOR TOTALLY DESTROYED. RIGHT GARAGE DOOR DAMAGED AFTER REPLACEMENT. INNER DOOR BETWEEN HOME/GARAGE DAMAGED. RECYCLABLE BIN DESTROYED. TRASH BIN DESTROYED. CHRISTMAS DECORATIONS IN STORAGE DESTROYED.

PLEASE ATTACH, OR SEND AS SOON AS POSSIBLE, AN ITEMIZED REPAIR ESTIMATE OR RECEIPTED BILL OF REPAIR.

PERSON CAUSING DAMAGE OR INJURY:	AGE:	RELATIONSHIP:

ANIMAL CAUSING DAMAGE OR INJURY	Owner's Name	DESCRIPTION
	Who was in charge of animal at the time of accident?	Breed _____ Age of animal _____ Gender _____
	Name	Vicious Propensities _____ Was animal provoked? _____
	Address	Has animal caused previous damage or injury? _____
	Where is animal usually kept?	If so, explain _____
	If animal is usually fenced in, did it escape? _____	
	How? _____	
	What precautions are being taken to prevent a future incident?	
		Are medical requirements of animal up to date? _____

NAME OF CLAIMANT	[REDACTED]	RELATIONSHIP	Secr
DATE	[REDACTED]	OCCUPATION	NAVY
		SOCIAL SECURITY NUMBER	[REDACTED]

IF THEFT OR VANDALISM LOSS	DATE REPORTED TO POLICE	LOCATION OF POLICE STATION	CASE NUMBER

OTHER INSURANCE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Company: Address: Phone:	AMOUNT OF POLICY	COVERAGE	ADJUSTER
		IMPORTANT. If no other insurance, indicate "None."			

DATE OF THIS REPORT	13 FEB 06	STATE	[REDACTED]
---------------------	-----------	-------	------------

CONTINUED ON BACK

BAD ORIGINAL

ITEMIZED STATEMENT OF LOSS

Following is a full and complete statement of said loss in detail:

PLEASE PRINT OR TYPE Complete Description of Property Compromised Claim include Model Numbers, Manufacturer, Brand Name, etc.	Owner of Property	Place of Purchase (town and location)	Date of Purchase (Month or insurance, give date of age of item)	Original Cost of Property (include tax, if applicable)	Present Cost of identical item (include tax, if applicable)	Repair Cost (include tax, if applicable)	Sales Tax included in Cost ( % )	Sales Tax Rate ( % )	FOR OFFICER USE ONLY			
									On production ( % )	22AA Applicat- ion	Advances Holdback	
												DWG
RIGHT GARAGE DOOR				\$1040.00			Y					\$1040.00
LEFT GARAGE DOOR	"			\$1040.00			Y					\$1040.00
EMERGENCY REPAIR MATERIAL				\$31.40			Y					\$31.40
Repair door leading into house	"			\$350.00			Y					\$350.00
TRASH CAN - UPP	"			\$75.00			Y					
Recyclable bin - UPP	"			\$75.00			Y					
Garage door opener	"			\$161.00			N	5% = 8.05				\$169.05
INSTALL GARAGE DOOR OPENER				\$99.00			N/A					\$99.00
CHRISTMAS DECORATIONS - UPP	"			\$100.00								\$100.00
Supplemental Installation Receipt												\$100.00
					UPP							\$2829.45
					\$75							500.00 - D
					\$75							
					\$100							\$2329.45
					\$250							

PLEASE ATTACH ORIGINAL PURCHASE RECEIPTS, CANCELLED CHECKS, CHARGE SLIPS, APPRAISALS, WARRANTIES OR PHOTOGRAPHS.

VIRGINIA Statutes, Chapter 9, Section 92-40(B) states: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of obtaining the company. Penalties include imprisonment, fines and denial of insurance benefits."

Nothing material to a knowledge of the facts of the loss for which claim is made has been suppressed, withheld, or misrepresented herein, and any other information that may be required will be furnished on demand and considered a part of this report. I have read the foregoing statement and warrant it to be full, complete and true.

Date 13 FEB 06 Signature SK MR

084720



Precision Door Service
341 Cleveland Place, Suite 100
Virginia Beach, VA 23462
(757) 470-2300
Fax (757) 671-8791

BAD ORIGINAL

18-POINT SAFETY CHECKLIST

This safety checklist is to provide you, the customer, with the information needed to understand our technician's actions to make your door more functional, safe, and properly balanced.

SYSTEM TYPE

Table with 18 rows and 6 columns for safety checklist items like Springs, Rollers, Cables, etc.

I hereby accept the terms, conditions and warranty on the reverse side of this contract as part of this agreement. I agree and understand that he has read and received a completed, legible copy of this document, including the terms and conditions contained on the reverse side hereof. This contract made as of this date of acceptance.

[Redacted]

[Redacted]

VA Beach

Address City State Zip

Work Phone Work Phone

SERVICE REQUEST

Table with columns: QTY, DESCRIPTION, PRICE EACH, TOTAL. Includes handwritten entries for rollers and springs.

less \$500 for disposal duplicate \$1040

Technician's Evaluation:
Cables, Springs

Technician's Recommendations:
New door install

NOTHING OF PAYMENT: CASH, CREDIT, CHECK, VISA, MC, AMEX, DISC

PARTS SALES TAX LABOR TOTAL

Technician Name Scheduled Date Scheduled Time Completion Date Completion Time

WORK ORDER AGREEMENT

The work order agreement is for the protection of both the customer and Precision Door Service. We want our customers to fully understand any recommendations that we offer. Any customer has the right to accept or refuse all or part of a technician's recommendation...

WARRANTY OPTIONS: Limited Lifetime 90-Day Warranty

CUSTOMER COPY - For Customer Service Call Toll Free 1-866-PDS TALK (1-866-737-8255)

084085



Precision Door Service  
541 Cleveland Place, Suite 103  
Virginia Beach, VA 23462  
(757) 479-2300  
Fax (757) 671-8791

BAD ORIGINAL

The copy of this contract on the reverse side of this contract are part of this agreement. The copy of this contract on the reverse side of this contract, including the terms and conditions on the back of each page. This contract shall be in full force and effect from the date of acceptance by the customer and the date of signature of the contractor.

Address: [Redacted]  
City: [Redacted] State: [Redacted] Zip: [Redacted]  
Phone: [Redacted] Fax: [Redacted]

SERVICE REQUEST

QTY	DESCRIPTION	PRICE EACH	TOTAL
1	2 doors 90" V		85.00
1	1 set of rollers		70.00
1	1 set of work rollers		75.00
1	1 set of rollers		70.00
Report reflected			

18-POINT SAFETY CHECKLIST

This safety checklist is to provide you, the customer, with the information needed to understand our recommendations to make your door more functional, safe, and properly balanced.

SYSTEM TYPE	Good			Fair			N/A		
	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A
Operator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Door Balance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Springs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rollers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Center Bearing Plates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Guides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hinge Arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hinge/Drum Rod	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spring Anchors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Reverse/ Limit Switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Technician's Evaluation:

Technician's Recommendations:

METHOD OF PAYMENT:  CASH  CHECK  
SALES TAX %: [Redacted]  
LABOR TOTAL: [Redacted]

PARTS TOTAL: [Redacted]  
LABOR TOTAL: [Redacted]  
TOTAL: [Redacted]

Technician Name: [Redacted]  
Scheduled Date: [Redacted] Scheduled Time: [Redacted]  
Completion Date: [Redacted] Completion Time: [Redacted]

WORK ORDER AGREEMENT

The work order agreement is for the protection of both the customer and Precision Door Service. We want our customers to fully understand any recommendations that we offer. Any customer has the right to accept or refuse all or part of a technician's recommendation and/or receive a second opinion.

I fully understand the explanation and the total price is \$ [Redacted] and I understand the same materials for my service.

I accept the technician's recommendations and agree to have my door serviced at this time.

I wish to have partial service performed at this time. I understand that Precision Door Service will not be responsible for any damage to my property or any injury to my family or myself that may result from my technician's recommendations. I understand that the 90-Day PDS Limited Warranty is void.

I understand that my door and my operator are two separate mechanisms.

ACCEPTANCE OF WORK ORDER AGREEMENT: The above or all stated prices, specifications, and conditions are satisfactory and hereby accepted. Precision Door Service is authorized to do the work as specified. Payment is due upon job completion.

Customer Signature: [Redacted] Date: [Redacted]

WARRANTY OPTIONS:  Limited Lifetime  90-Day Warranty

CUSTOMER COPY For Customer Service Call Toll Free: 1-866-PDS-TALK (1-866-737-8255)

THE HOME DEPOT 4626  
2020 LYNHAVEN PKWY VIRGINIA BEACH VA  
ROONEY ASHEY STORE MANAGER 757-471-4880

BAD  
ORIGINAL

SALES 4626 (4626) 36931 1/20/01 11 11:05 AM 16 97 29



732266000101 2x4-96 STD	2.24
088091851137 7/16 1/2	
2 @ 11.99	23.98
044110444609 MEND PLATE	
4 @ 0.40	1.60
754065111791 100BRT3 BLE	1.74
SUBTOTAL	29.90
SALES TAX	1.50
TOTAL	\$31.40
HOME DEPOT	31.40
WTN CODE 210066/2572496	TA



APPLY TODAY IN-STORE OR ON-LINE AT:  
CAREERS.HOMEDEPOT.COM/SPECIALISTS

ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!

Your Opinion Counts! We would like to hear about your shopping experience. Enter to win a \$5,000 Home Depot Gift Card by completing a brief survey about your store visit at:

[www.HomeDepot.com/ta](http://www.HomeDepot.com/ta)

Go! Visit the following to enter:  
29-179.

User ID:  
124745 120176

Password:

For further information, call 1-800-453-3333  
with promotion code 124745 to enter.  
See complete rules on website. No purchase necessary.

DATA SUBJECTS TO BE RECORDED AND STORED IN  
RECORDS ON THE INTERNET.





Installation - \$99.00

Door Opener - \$161.00

Tax 5% - \$8.05

\$268.05

THE HOME DEPOT  
2020 LYNNHAVEN PKWY VIRGINIA BEACH VA  
RUCNEY ASHBY STORE MANAGER 752-471-1000

SALE 4626 00009 40346 02/10/06  
11 TP52R7 07:44 PM



041294402392 CLEANING	4.79
037000435167 MR CLEAN ERA	3.99
046500122286 PLEDGE WIPES	2.99
CUSTOMER AGREEMENT # 126582	
RECALL AMOUNT	99.00
050049014827 1/2HP EGG	161.00
SUBTOTAL	271.77
SALES TAX	5.64
TOTAL	\$280.41
HOME DEPOT	280.41
TA	

AUTH CODE 010760/0093101



4626 09 40346 02/10/2006 5362

INSTALLATION YOU CAN TRUST. EVERYTHING  
FROM SIDING TO ROOFING & FLOORING TO  
KITCHENS. CALL 1-800-79DEPOT TODAY!

ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!

Your Opinion Counts! We would like to  
hear about your shopping experience.  
Enter to win a \$5,000 Home Depot Gift  
Card by completing a brief survey about  
your store visit at:

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

You will need the following to enter  
on-line:

User ID:  
85607 80990

Entries must be entered by 03/12/2006.  
Entrants must be 18 or older to enter.  
See complete rules on website. No  
purchase necessary.

(Esta encuesta también se encuentra en  
español en la página del Internet.)



SPECIAL SERVICES CUSTOMER INVOICE

Store 4626 VA BEACH/PRINCESS AN Phone: (757) 471-4880  
2020 LYNNHAVEN PKWY Salesperson: J00293  
VIRGINIA BEACH, VA 23450 Reviewer:

Page 1 of 8 No. 4626-126582

VALIDATION AREA

SALE 4626 00009 403482 02/10/06  
11 1P52R7E 07:44 PM

This is only a QUOTE for the merchandise and services printed below. This becomes an Agreement upon payment and an enforcement by a Home Depot register validation.

SOLD TO	Name: [REDACTED]	Home Phone: [REDACTED]
	Address: [REDACTED]	Work Phone: [REDACTED]
	City: VIRGINIA BEACH	Company Name: [REDACTED]
	State: VA	Job Description: [REDACTED]
	Zip: [REDACTED]	County: VIRGINIA BEACH CITY

CUSTOMER AGREEMENT # 124582  
 RECALL ADJUNT 99.00  
 ADDL MOSE SUBTOTAL 172.77  
 SUBTOTAL 271.77  
 SALES TAX 8.64  
 TOTAL \$280.41  
 HOME DEPOT 280.41  
 AUTH CODE 13 1760/00931 01 - TR

QUOTE is valid for this date: 02/10/2006

INSTALLATION #1		MERCHANDISE AND SERVICE SUMMARY		We reserve the right to limit the quantities of merchandise sold to customers.			
REF #01							
BASIC INSTALLATION LABOR:							
SKU	DESCRIPTION	QTY	UNIT	TAX	PRICE EACH	EXTENSION	
185-983	GARAGE DOOR OPENER (NATIONAL)	1	EA	N	\$99.00	\$99.00	
INSTALLATION SITE NAME: [REDACTED]				INSTALL LABOR CHARGE:		\$99.00	
ADDRESS: [REDACTED]				TRIP CHARGE:		\$0.00	
CITY: VIRGINIA BEACH		STATE: VA	ZIP: [REDACTED]	CREDIT FOR DEPOSIT/MEASURE:		\$0.00	
COUNTY: VIRGINIA BEACH CITY		SALES TAX RATE: 5.000	TAX: Merchandise Y LABOR - N	INSTALL TOTAL DUE:		\$298.00	
PHONE: [REDACTED]				*** CONTINUED ON NEXT PAGE ***			

NOT VALID FOR MERCHANDISE DEPOSIT

Page 1 of 8

No. 4626-126582

Customer Copy



(9861) 0100202403

**INSTALLATION #1**

(Continued)

REF #101

**BASIC INSTALLATION LABOR INCLUDES:**

- ...INSTALLER TRAVEL WITHIN 30 MILES OF THE STORE
- ...INSTALL ONE NEW GARAGE DOOR OPENER UP TO 8' FROM FLOOR AND WITHIN 3' OF CEILING. A GROUNDED OUTLET MUST BE WITHIN 3' OF OPENER (INCLUDES INSTALLER PROVIDED ANGLE IRON).
- ...REMOVE OLD OPENER AND PLACE AT CURB FOR GARBAGE PICK UP OR HAUL AWAY (DEPENDS ON LOCATION).
- ...INSTALL PUSH BUTTON AND SAFETY BEAM SYSTEM INCLUDED WITH OPENER.
- ...INSTALL WIRELESS KEYPAD (WHEN INCLUDED WITH OPENER).
- ...INSTALL EMERGENCY KEY RELEASE IF REQUIRED BY CODE (NEE CALLER PROVIDES) NOTE: IF GARAGE DOOR IS THE ONLY EXTERIOR ACCESS FROM GARAGE, THIS MAY APPLY.
- ...INSTALL GARAGE DOOR MOUNTING BRACKET (INCLUDED) WITH OPENER.
- ...MINOR ADJUSTMENTS & LUBRICATION OF EXISTING GARAGE DOOR HARDWARE.
- ...DEMONSTRATE NEW OPENER TO CUSTOMER.
- ...JOBSITE CLEANUP.

**UNLESS STATED ABOVE THIS INSTALLATION DOES NOT INCLUDE:**

- ...INSTALL EXTRA HARDWARE (E.G., PULLEY, SPRINGS)

**SPECIAL NOTES:****\*\*\*BEFORE YOUR INSTALLATION\*\*\***

- ...The installer will call you within 2 work days to schedule the installation date.
- ...For complete installation, there must be an approved 110 volt electrical outlet within 3' of the opener. If no outlet is in place but power is available through an extension cord, the installer will use it to test and adjust the opener but will not leave the extension cord in place. If power is not available, the installer will have to make an extra trip to test and adjust the opener. A trip charge will apply.

**\*\*\*DURING YOUR INSTALLATION\*\*\***

- ...An adult over 18 years of age with the authority to make decisions about your installation must be present during the jobsite inspection and installation.

**\*\*\*OTHER INSTALLATION EXPECTATIONS\*\*\***

- ...Poor weather may cause the installation to be re-scheduled.
- ...Home Depot will only install garage doors openers in residential buildings.
- ...Cancelling appointments with installer or missing scheduled appointments will lead to additional charges.
- ...If unforeseen labor is needed (e.g., repair damage from water or termites, electrical or plumbing problems), there will be extra charges. In some cases, this labor may not be available from Home Depot/Expo Design Center, so the customer must hire their own contractor.

**\*\*\*SERVICES NOT AVAILABLE WITH THIS INSTALLATION PROGRAM\*\*\***

- ...No installations on Sundays or holidays.

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

<b>INSTALLATION # 1</b> <small>(Continued)</small>	REF #101
<p>Children and pets must be kept away from the work area. It may be noisy due to hammering, drilling, etc.</p>	

<b>TOTAL CHARGES OF ALL MERCHANDISE &amp; SERVICES</b>	END OF INSTALL #1								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>ORDER TOTAL</b></td> <td style="text-align: right;">\$99.00</td> </tr> <tr> <td><b>SALES TAX</b></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;">\$99.00</td> </tr> <tr> <td><b>BALANCE DUE</b></td> <td style="text-align: right;">\$99.00</td> </tr> </table>	<b>ORDER TOTAL</b>	\$99.00	<b>SALES TAX</b>	\$0.00	<b>TOTAL</b>	\$99.00	<b>BALANCE DUE</b>	\$99.00
<b>ORDER TOTAL</b>	\$99.00								
<b>SALES TAX</b>	\$0.00								
<b>TOTAL</b>	\$99.00								
<b>BALANCE DUE</b>	\$99.00								
END OF ORDER No. 4626-126582									

USAA

3/2006 12:26 PM PAGE

3/005

FAX SERVER

FROM: STEPH GRACROSE

FAX NO.: 7574717832

Mar 23 2006 12:34PM P2

152134



Precision Door Service  
1285 Scripps Blvd Suite 101  
Cary, NC 27513  
Tel: (919) 336-0000  
Fax: (919) 336-0000

The material, workmanship and accuracy on the reverse side of the contract are part of this agreement. Please acknowledge that you have read and received a complete copy of this contract, including the Terms and Conditions contained on the reverse side hereof. This contract shall be void unless signed by an authorized representative of the customer. SERVICE PROVIDED AS SHOWN ON DRAWINGS, FORMS AND "FURNISHING".

Customer Name: [Redacted]  
Address: [Redacted]  
City: [Redacted] State: [Redacted] Zip: [Redacted]  
Phone: [Redacted]

QTY	DESCRIPTION	PRICE EACH	TOTAL
1	Secure Call - Reconnect in parking/ - Reconnect call back	\$465	N/C
2	Top section style reinforcement brackets	\$420 each	
2	2x6 studs 8ft high	\$120	

CASH  CHECK # 1734  
 VISA  MC  AMEX  DISC  
 DEPT: [Redacted] SALES TAX: [Redacted]  
 LABOR: [Redacted] TOTAL: \$120

**TO DO CHECKLIST**

Operator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Door Balance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adjust	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spring Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Opener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Finish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Release	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Track	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pinch Point	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steel Trim Rod	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spring Anchor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Sensor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Technician Name: [Redacted]  
 Scheduled Date: 2-24-06 Scheduled Time: 8:00  
 Completion Date: 2-24-06 Completed Time: 8:00

We installed 2x6's and  
 near the top sections  
 need to be reinforced  
 for operation.  
 Install reinforcement on  
 top sections.

**WORK ORDER AGREEMENT**

The work order agreement is for the protection of both the customer and the service provider. It is a contract between the customer and the service provider. The customer agrees to pay for the work and the service provider agrees to provide the work. The customer agrees to provide access to the work area and to provide the necessary information for the work. The service provider agrees to provide the work in a timely and professional manner. The customer agrees to accept the work as shown on the drawings and forms. The service provider agrees to provide the work in accordance with the industry standards. The customer agrees to provide the necessary information for the work. The service provider agrees to provide the work in a timely and professional manner. The customer agrees to accept the work as shown on the drawings and forms. The service provider agrees to provide the work in accordance with the industry standards.

I understand the scope of the work and the cost of the work. I agree to the terms and conditions of this agreement.  
 I understand the scope of the work and the cost of the work. I agree to the terms and conditions of this agreement.

**WARRANTY OPTIONS:**  1-Year Lifetime  90-Day Warranty

# VIRGINIA BEACH

Department of Public Works  
Waste Management Division

RECEIPT NO. 32542

RECEIVED FROM: [REDACTED] FOR AUTOMATED WASTE CONTAINER(S)

ADDRESS: [REDACTED]

SUBDIVISION: Ceventry PHONE: [REDACTED]

CHECK ONE. COMMERCIAL  OR RESIDENTIAL  PAYMENT METHOD. CHECK  MONEY ORDER

NEW HOUSE  ADDITIONAL CAN  REPLACEMENT  MO #: \_\_\_\_\_ CHECK #: 1688

TH.

NUMBER OF CONTAINERS PURCHASED: 1 AMOUNT PAID: \$ 75.00

SERIAL #S: 090537 5072

DATE OF PURCHASE: 12/2/05

[REDACTED]

*R. Beccall*

CUSTOMER'S SIGNATURE

RECEIVED BY

FINANCE CODE: 10312-414115

WHITE: CUSTOMER

CANARY: FILE

# VIRGINIA BEACH

Department of Public Works  
Waste Management Division

RECEIPT NO. 541

RECEIVED FROM: [REDACTED] FOR AUTOMATED WASTE CONTAINER(S)

ADDRESS: [REDACTED]

SUBDIVISION: Coventry PHONE: [REDACTED]

CHECK ONE: COMMERCIAL  OR RESIDENTIAL  PAYMENT METHOD: CHECK  MONEY ORDER

NEW HOUSE:  ADDITIONAL CAN:  REPLACEMENT:  MO #: \_\_\_\_\_ CHECK #: 1574

TH:

NUMBER OF CONTAINERS PURCHASED: 1 AMOUNT PAID: \$ 75.00

SERIAL #'S: TFC 08 8752

DATE OF PURCHASE: 12/2/05

[REDACTED SIGNATURE]

CUSTOMER'S SIGNATURE

R Bercau

RECEIVED BY

FINANCE CODE: 10312-414115

WHITE - CUSTOMER

CAVARY - FILE

Contact persons at Cavalier Ford for Steven and [REDACTED] claim:

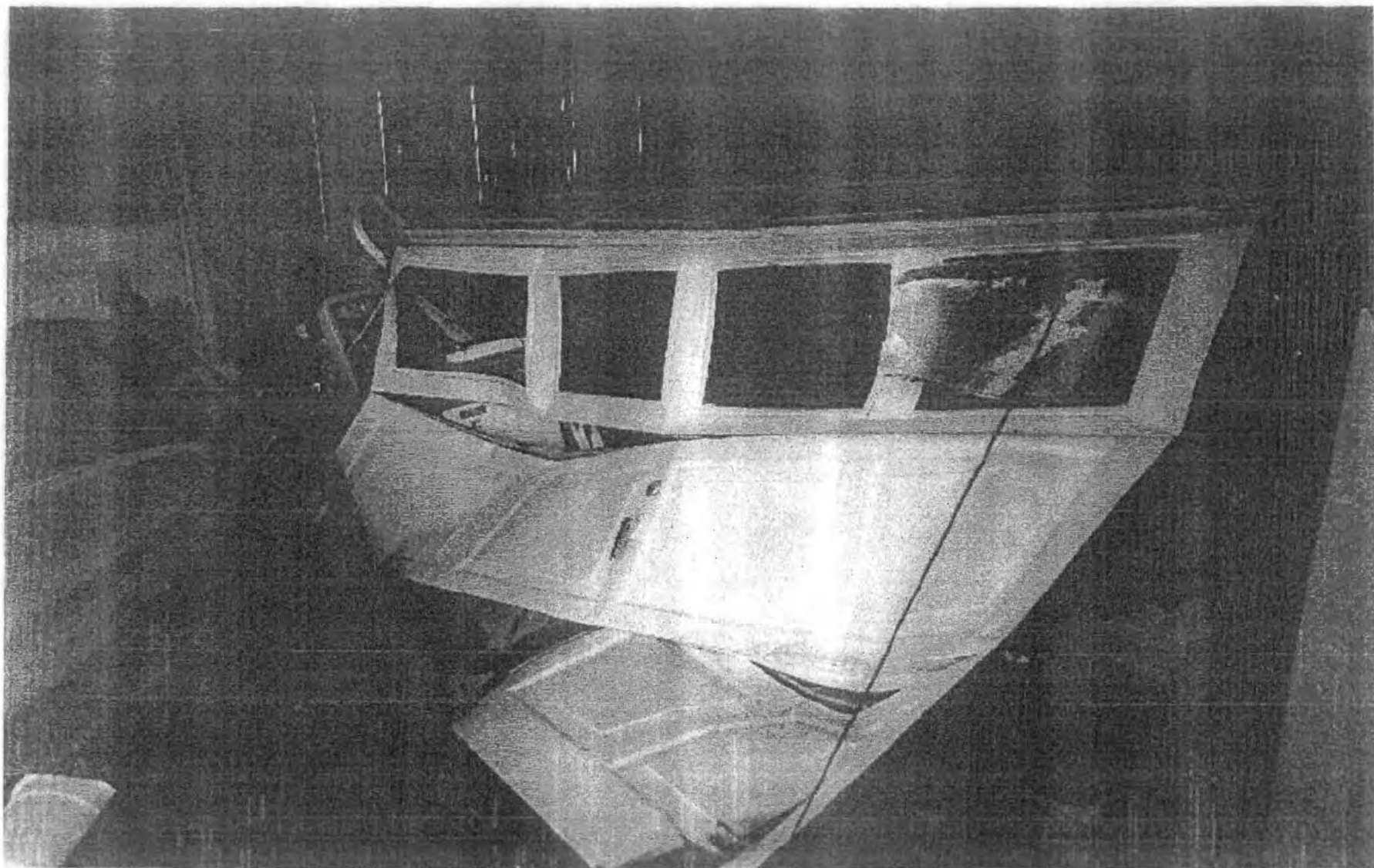
Mr. George Farrish (Body Work Manager)  
Cavalier Ford  
2525 Airline Blvd  
Portsmouth, VA 23701  
(757) 488-8311

Mr. William Canady (Service Department Manager)

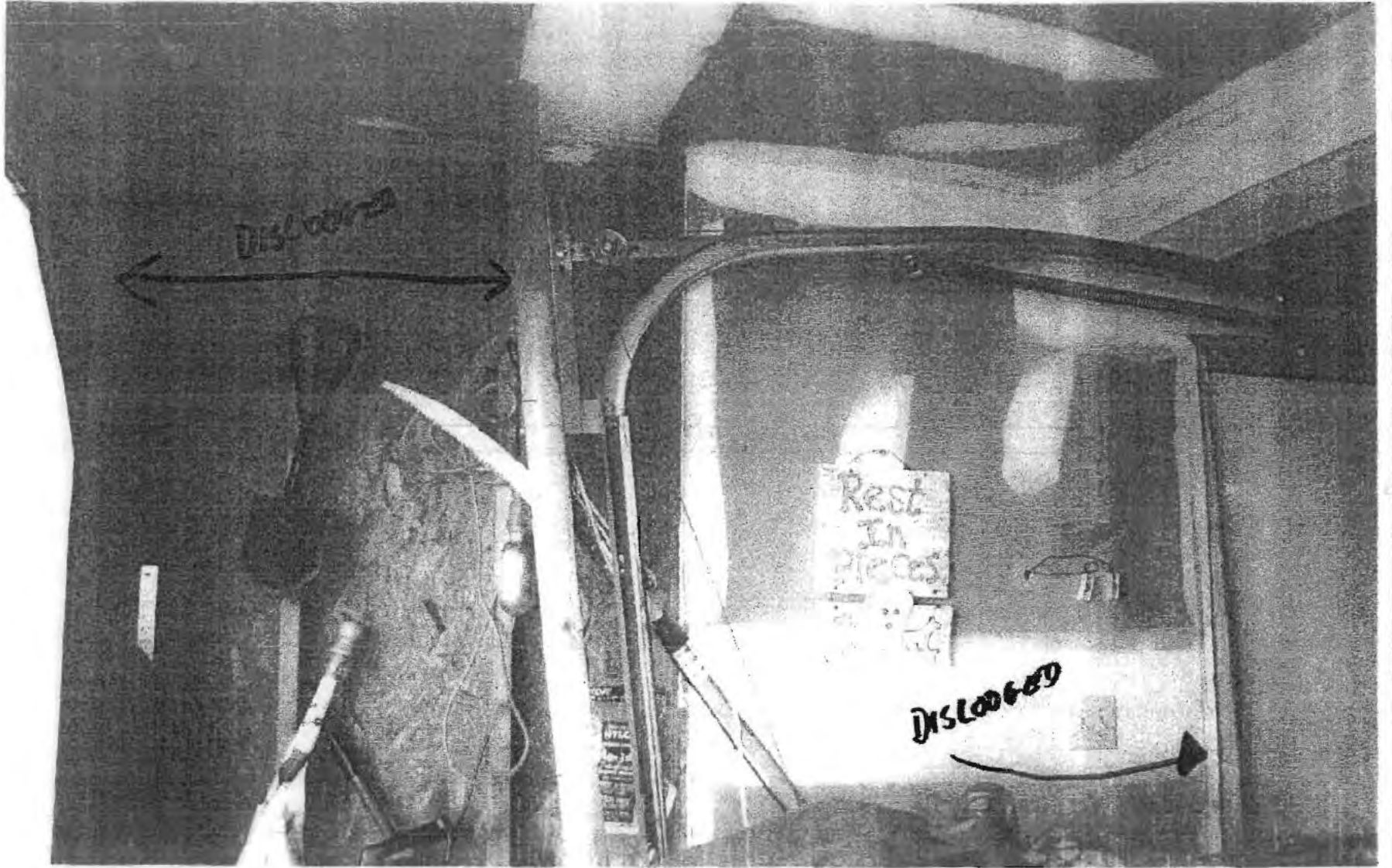
Cavalier Ford  
2525 Airline Blvd  
Portsmouth, VA 23701  
(757) 488-8311



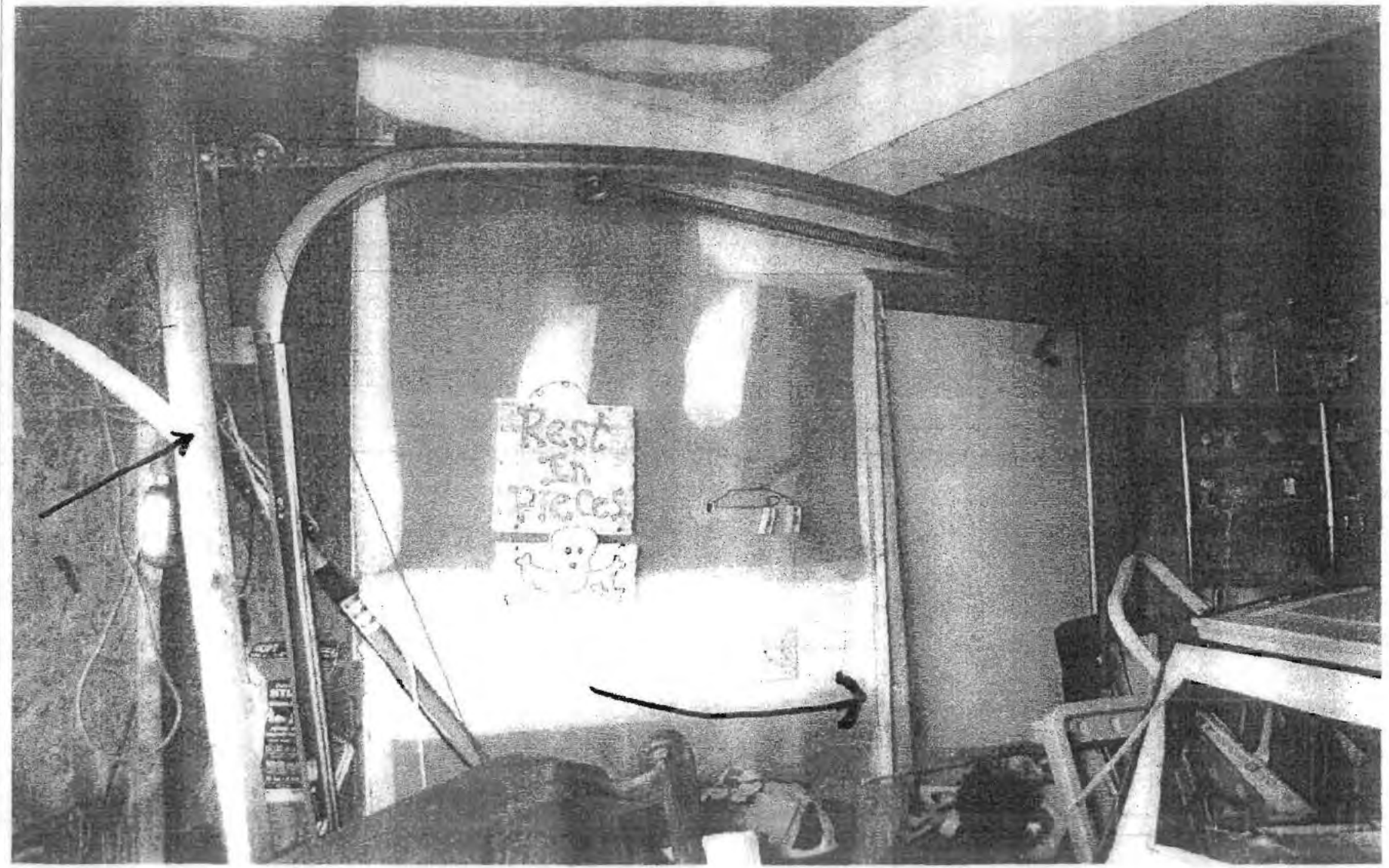
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ORIGINA

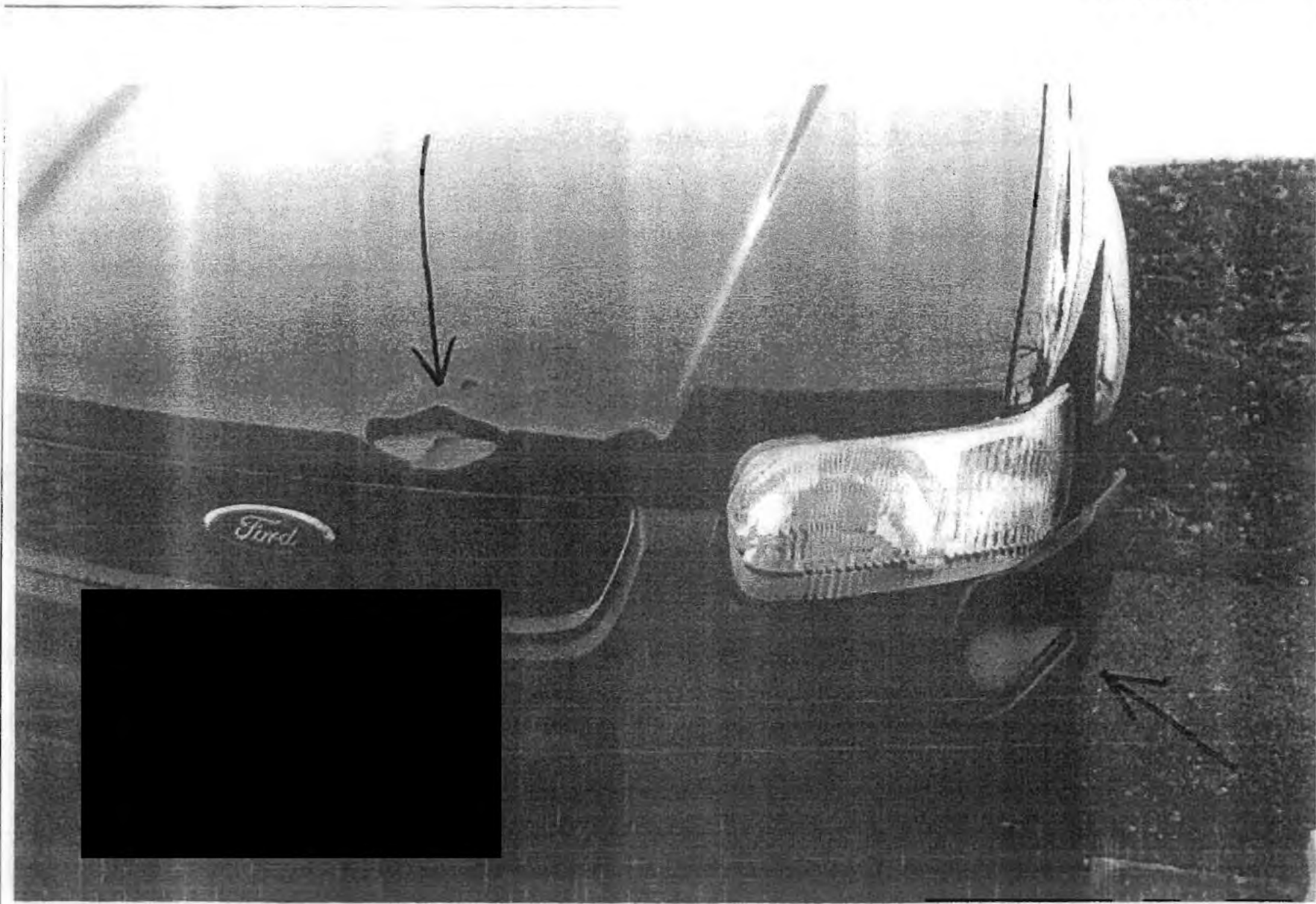


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PE12-019 001926LC SUBJECT

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PE12-019 001927LC SUBJECT

BAD ORIGINAL



BAD ORIGINAL

BAD  
ORIGINAL





509926

LAW OFFICES OF SCOTT R. KAMRATH  
22817 VENTURA BOULEVARD  
SUITE 321  
WOODLAND HILLS, CALIFORNIA 91364-1202  
TELEPHONE (818) 932-9740  
FACSIMILE (818) 932-9746

CL 5/05

FILE NO.  
SF.3930

April 30, 2007

Mr. Andrew Chabot  
Claims Analyst  
Ford Motor Company  
3 Parklane Boulevard  
Suite 300  
Dearborn, Michigan 48125-2568

Re: State Farm Mutual Automobile Insurance Company v. Ford Motor Company;  
State Farm Insured: [REDACTED]  
State Farm Claim No. [REDACTED]  
Date of Loss: December 22, 2004

Dear Mr. Chabot:

Please be advised that this office has been retained by State Farm Mutual Automobile Insurance Company, to file suit against Ford Motor Company, to recover the insurance benefits of \$23,409.04 paid in connection with the incident on December 22, 2004.

You have previously been provided supporting documentation of our client's claims.

As you are aware, [REDACTED] was driving her 2003 Ford Escape XLT on Highway 111, when traffic ahead of her stopped. [REDACTED] stepped on the brake pedal; however the car continued to accelerate. [REDACTED] rear-ended the 2003 Toyota Camry driven by [REDACTED] who was pushed into a 2004 Kia driven by Oscar Villa.

We have reviewed your May 16, 2005 denial letter directed to State Farm. That letter states the basis of the denial was lack of proof of a manufacturer defect.

Shortly after this accident, [REDACTED] received notification of a recall regarding the accelerator cable, and describing the exact situation that caused this accident. She promptly took her vehicle to Palm Springs Motors, Inc. for replacement of the cable. They inspected the vehicle and retained the old cable after it was replaced.



LAW OFFICES OF SCOTT R. KAMRATH

Mr. Andrew Chabot  
Claims Analyst  
Ford Motor Company  
April 30, 2007

We respectfully request that Ford reconsider its denial of State Farm's claims. Should we receive no response from you within 30 days, we will proceed with filing suit, as directed by our client.

Very Truly Yours,

LAW OFFICES OF SCOTT R. KAMRATH



SCOTT R. KAMRATH

SRK/lrk

cc: Barbara Edens, State Farm Mutual Automobile Insurance Company, Team 60  
Nicole M. Kustermann, Esq.

SF.3930.02



509926  
Chebot  
MAY 06 2005  
*[Handwritten signature]*

State Farm Automobile Insurance Co.  
P.O. Box 6409  
Rohnert Park, CA 94927-6409

May 4, 2005

Ford Motor Company  
Office of General Counsel  
Parklane Towers West  
Three Parklane Blvd., Suite 400  
Dearborn, MI 48126

**Notice of Subrogation**

**RE: Claim Number:** [REDACTED]  
**Date of Loss:** 12-22-04  
**City/State of loss:** Cathedral City, CA  
**Insured:** [REDACTED]  
**Vehicle:** 2003 Ford Escape  
**VIN Number:** 1FMYU03113K [REDACTED]  
**Mileage:** 17167

Ford Motor Company,

This notice is to advise of a loss that occurred to our insured vehicle and/or property. The damage was caused by unwanted acceleration.

Our investigation indicates that Ford is responsible for this loss. By virtue of our payment, we are entitled to recover from the responsible party. Please consider this letter as our demand to Ford for reimbursement of \$22,039.04

Any settlement by Ford with State Farm's policyholder with respect to the above described design issue must not prejudice our rights, as subrogor, and shall not be released by the execution of a general release with such policyholder.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

# State Farm Insurance Companies®



State Farm Automobile Insurance Co.  
P.O. Box 6409  
Rohnert Park, CA 94927-6409

Your cooperation is appreciated. If you should have any questions, or would like to set up an appointment to inspect evidence/salvage, please feel free to contact me at (707) 588-6480.

Sincerely,

*George Townsend*  
George Townsend

State Farm Mutual Automobile Insurance Company  
P.O. Box 6409  
Rohnert Park, Ca  
94926

Enclosures

15-A914-895

# Owner Interview - Other than Fire



Date: 3/17/05

Time: 12N

Person(s) Interviewed: [Redacted]

Name of Insured: [Redacted]

If Not Titleholder or Named Insured - Driver (Relationship to Owner):  
\_\_\_\_\_

Any Complaints or Problems with Vehicle: NO

Date and Time of Loss: 12/22/04 5:30PM

Weather Conditions; Rainy, Windy, Cloudy, Clear, Snow, Sleet, etc: CLEAR DARK

Location of Loss (City & Street or Highway): HWY #111 JUST PAST P.S. MOTORS - GOING EAST CARROLLTON, GA

What Police Department Responded: CALLED 911 - NO ONE RESPONDED

Is there a Police Report: Yes  No

Type of Vehicle: 2003 FORD ESCAPE XLT Engine Size: V6

When Purchased: 6/9/03  New  Used  Demo  Executive Vehicle (Circle One)

Name of Seller / Dealership / Person or Relative: PALM SPRINGS MOTORS

Mileage at Time of Purchase: 48

Mileage at Time of Loss: 17,167

Any warranty on the vehicle at the time you purchased the vehicle? 36/36 Bumper to Bumper

Length of Warranty (Months/Miles): 36/36

Did you purchase an extended warranty? If yes, do you have a copy? NO

Can it be sent to us? Fax, Mail or Pickup: \_\_\_\_\_ Yes  No

Have you had any warranty work done to the vehicle since the purchase? Yes  No

# Owner Interview - Other than Fire



If yes, what types of warranty work performed? Recall 1/27/07

Who performed warranty work? Name of dealer or repair facility: P.S. Motors Cathedral City

When and who was the last person to enter the engine compartment? 1/27/05

For what reason? 5K Interval Service

Palm Springs Motors, Cathedral City

Any service work performed on the vehicle since purchase?

10/13/03 5000 checkup 9/16/04 17,377 checkup

7/9/04 8,198 checkup 1/27/05 Recall + checkup

Date of service: 17,375

Where service completed: Location and/or telephone number: Palm Springs Motors (760) 328-2402 Cathedral City

Who checks the fluid levels, such as the oil, transmission fluid, etc? "

Do you have receipts? (Advise to mail receipts to office) yes

How often do you get an oil change? about every 5,000 or less

Do you have to add oil or other fluids between oil changes? NO

Any problems with the vehicle prior to the loss? NO

If yes, have you had these problems repaired? Name of dealer or repair facility: \_\_\_\_\_

Do you have service records?  Yes  No

Have you ever had any problems with animals? (i.e. building nests in engine, chewing wires, etc)

Describe: NO

# Owner Interview – Other than Fire



Any recall notices, campaigns or correspondence from the manufacturer? If yes, were the repairs completed and where?

\_\_\_\_\_  
\_\_\_\_\_

Have any accessories been added to the vehicle since purchase? (i.e. radio equipment, alarm, telephone, etc.) NO

Who installed the item? Name, address, telephone number of installer: \_\_\_\_\_

\_\_\_\_\_

If owner installed, how did he/she install? If electrical, did he/she use an inline fuse or fusible link?

\_\_\_\_\_

Was the vehicle ever been involved in a prior accident? NO

When was the accident? N/A

Were parts replaced on the engine? N/A

What body parts were damaged? N/A

Where was vehicle repaired? N/A

At the time of this loss, was the vehicle parked or being driven? DRIVEN

If parked, how long? \_\_\_\_\_ If driven, how long in operation? less than 1/2 hour

What accessories were being operated prior to the loss? (i.e. lights, air conditioning, heater, rear defogger, etc) handlights

Did all accessories work? yes

# Owner Interview - Other than Fire



Were you pulling a trailer during the time of the loss? If so, describe trailer (year, make, length, and approximate weight) Send paperwork that lists all of the above NO

Any fluid leaks discovered prior to the loss? Any fluid spots in the driveway, garage, parking space, etc  
NO

How did the vehicle run prior to the loss? FINE

Any operability problems? NO

Any warning lights or changes in gauges? NO

Did you detect any odors prior to the loss? (i.e. gas fumes, wires burning, oil, rubber, sulfur, etc)  
NO

Did you hear any noises prior to loss? NO

Provide a short scenario leading up to the loss: While driving East on Highway from  
Rockledge to Coral Gables city. Was moving w traffic + not  
tailgating. Traffic was moving 35-40 MPH. I looked up at  
the large moving sign in front of Palm Springs Motorway  
that broke to the road. The car had stopped. I had plenty  
of time to brake + come to a safe stop. However, when I stepped  
on the brake the car did not slow down at all. I couldn't  
understand what was happening. It was as if the car  
wasn't slowing down.

Do you have any idea what caused the loss? ABS Malfunction

Is there anything else you would like to state pertaining to the loss?

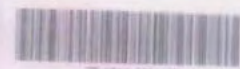
Didn't know about this malfunction + recall  
until I received the recall letter in the  
middle to late part of January 05.







1/3/05 15:19



P00





PQO



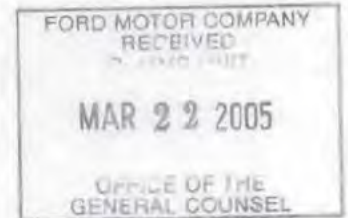


PQO



March 17, 2005

Ford Motor Company  
Office of General Counsel  
Parklane Towers West  
Three Parklane Blvd., Suite 400  
Dearborn, MI 48126



### Notice of Subrogation

**RE: Claim Number:** [REDACTED]  
**Date of Loss:** December 22, 2004  
**City/State of loss:** Cathedral City  
**Insured:** [REDACTED]  
**Vehicle:** 2003 Ford Escape  
**VIN Number:** 1FMYU03113K [REDACTED]  
**Mileage:** 17167

Ford Motor Company,

This notice is to advise of a loss that occurred to our insured vehicle and/or property. The damage was caused by the accelerator cable preventing the throttle from returning to idle position. State Farm Insurance feels this led to the above loss.

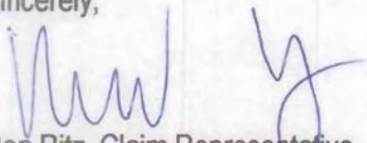
Our investigation indicates that Ford is responsible for this loss. By virtue of our payment, we are entitled to recover from the responsible party. Please consider this letter as our demand to Ford for reimbursement of \$ 14,000

Any settlement by Ford with State Farm's policyholder with respect to the above described design issue must not prejudice our rights, as subrogor, and shall not be released by the execution of a general release with such policyholder.

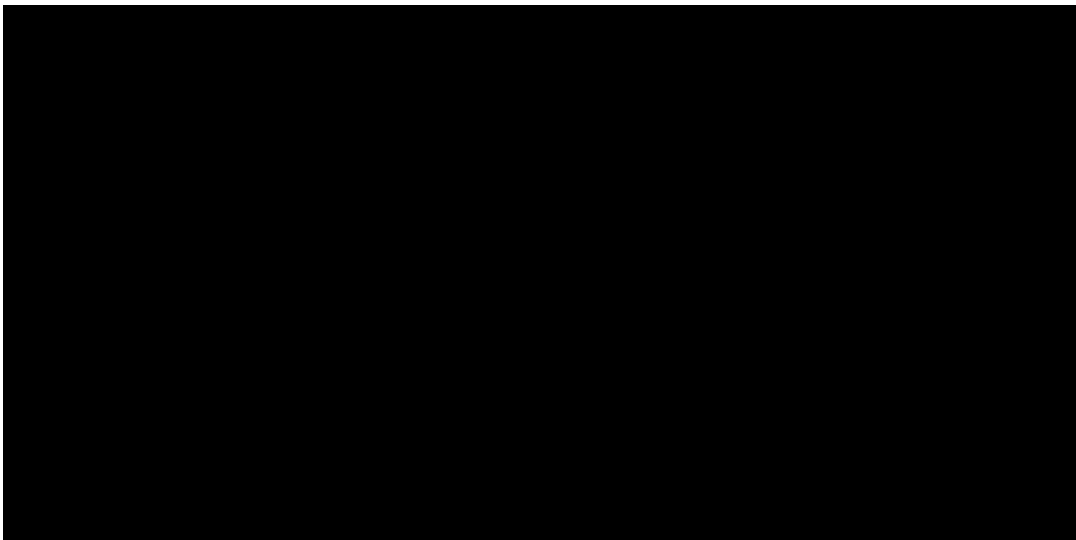
In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Your cooperation is appreciated. If you should have any questions, or would like to set up an appointment to inspect evidence/salvage, please feel free to contact me at (650) 224-9883.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ron Ritz', with a stylized flourish at the end.

Ron Ritz, Claim Representative  
State Farm Mutual Automobile Insurance Company  
1919 South Bascom Ave., Su. 600  
Campbell, CA 95008



3:10

RONALD L. LUEDDEKE, ESQ.  
215 MORRIS AVENUE  
SPRING LAKE, NEW JERSEY 07762  
(732) 449-2884  
ATTORNEY FOR PLAINTIFF(S)

\_\_\_\_\_

Plaintiff(s),

v.

FORD MOTOR COMPANY and  
BUHLER FORD, INC. and  
JOHN DOE

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MONMOUTH COUNTY

DOCKET NO. MON-L-2411-03

Civil Action

**SUMMONS**

**From the State of New Jersey, to the Above Named Defendant:**

**FORD MOTOR COMPANY**

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to



plaintiff's attorney whose name and address appear above, or to plaintiff, if not attorney is named above. A telephone call will not protect your rights: you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

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

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided.

If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

DATED: June 9, 2003

*S/Donald F. Phelan*  
DONALD F. PHELAN  
Clerk of the Superior Court

Name of Defendant to be Served: Ford Motor Company  
c/o CT Corp.  
Address of the Defendant to be Served: 820 Bear Tavern Road  
W. Trenton, NJ 08625

\*\$105.00 for CHANCERY DIVISION CASES OR \$110.00 FOR LAW DIVISION CASES

## DEPUTY CLERKS ADDRESSES

**ATLANTIC COUNTY:**

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

LAWYER REFERRAL  
(609) 345-3444  
LEGAL SERVICES  
(609) 348-4200

**BERGEN COUNTY:**

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

LAWYER REFERRAL  
(201) 448-0044  
LEGAL SERVICES  
(201) 487-2166

**BURLINGTON COUNTY:**

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

LAWYER REFERRAL  
(609) 261-4862  
LEGAL SERVICES  
(609) 261-1088

**CAMDEN COUNTY:**

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

LAWYER REFERRAL  
(856) 964-4520  
LEGAL SERVICES  
(856) 964-2010

**CAPE MAY COUNTY:**

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

LAWYER REFERRAL  
(609) 463-0313  
LEGAL SERVICES  
(609) 465-3001

**CUMBERLAND COUNTY:**

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

LAWYER REFERRAL  
(856) 692-6207  
LEGAL SERVICES  
(856) 451-0003

**ESSEX COUNTY**

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

LAWYER REFERRAL  
(973) 622-6207  
LEGAL SERVICES  
(973) 624-4300

**GLOUCESTER COUNTY:**

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

LAWYER REFERRAL  
(856) 848-4589  
LEGAL SERVICES  
(856) 848-5360

**HUDSON COUNTY:**

Deputy Clerk of the Superior Court  
Superior Court, Civil Records Dept.  
Braman Courtouse - 1<sup>st</sup> Floor  
583 Newark Ave.  
Jersey City, NJ 07306

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

**HUNTERDON COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
55 Park Avenue  
Flemington, NJ 08862

LAWYER REFERRAL  
(908) 735-2611  
LEGAL SERVICES  
(908) 782-7979

**MERCER COUNTY:**

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

LAWYER REFERRAL  
(609) 585-6200  
LEGAL SERVICES  
(609) 695-6249

**MIDDLESEX COUNTY:**

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

LAWYER REFERRAL  
(732) 828-0053  
LEGAL SERVICES  
(732) 249-7600

**MONMOUTH COUNTY:**

Deputy Clerk of the Superior Court  
71 Monument Park  
P.O. Box 1269  
Freehold, NJ 07728-1262

LAWYER REFERRAL  
(732) 431-5544  
LEGAL SERVICES  
(732) 866-0020

**MORRIS COUNTY:**

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

LAWYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 285-6911

**OCEAN COUNTY:**

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

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

**PASSAIC COUNTY:**

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

LAWYER REFERRAL  
(973) 278-9223  
LEGAL SERVICES  
(973) 345-7171

**SALEM COUNTY:**

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

LAWYER REFERRAL  
(856) 935-5628  
LEGAL SERVICES  
(856) 451-0003

**SOMERSET COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
New Court House, 3<sup>rd</sup> Fl.  
P.O. Box 3000  
Somerville, NJ 08876

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

**SUSSEX COUNTY:**

Deputy Clerk of the Superior Court  
Sussex County Judicial Center  
42-47 High Street  
Newton, NJ 07860

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

**UNION COUNTY:**

Deputy Clerk of the Superior Court  
1<sup>st</sup> Fl., Court House  
2 Broad Street  
Elizabeth, NJ 07207-6073

LAWYER REFERRAL  
(908) 353-4715  
LEGAL SERVICES  
(908) 354-4340

**WARREN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
Court House  
Belvidere, NJ 07823-1500

LAWYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 475-2010

MONMOUTH COUNTY  
SUPERIOR COURT  
PO BOX 1269  
FREEHOLD NJ 07728

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 677-4240  
COURT HOURS

RECEIVED  
JUN 09 2003

DATE: JUNE 04, 2003  
RE: BIVIGNA VS FORD MOTOR CO ET AL  
DOCKET NO. L-002411 03

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

(D)

THE PRETRIAL JUDGE ASSIGNED IS: HON WILLIAM P. GILROY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM JOL  
AT: (732) 677-4245

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADINGS. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: RONALD L. LUEDDEKE  
RONALD L. LUEDDEKE  
215 MORRIS AVE  
SPRING LAKE NJ 07762

SUBURG

Handwritten signature

3/30/04

RONALD L. LUEDDEKE, ESQ.  
215 MORRIS AVENUE  
SPRING LAKE, NEW JERSEY 07762  
(732) 449-2884  
ATTORNEY FOR PLAINTIFF(S)

RECEIVED & FILED

JUN 3 2003

CLERK OF THE SUPERIOR COURT  
WILLIAM W. BRIDGES, JR. CLERK  
MONMOUTH COUNTY

[REDACTED]

Plaintiff(s),

v.

FORD MOTOR COMPANY and  
BUHLER FORD, INC. and  
JOHN DOE

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MONMOUTH COUNTY

DOCKET NO. L-2411-03

Civil Action

COMPLAINT AND JURY DEMAND

The plaintiff, [REDACTED], residing in Monmouth Beach, NJ by way of  
Complaint against the defendants, states:

FIRST COUNT

1. Ford Motor Company (hereinafter referred to as "Ford") is a manufacturer of new vehicles, a franchiser as defined by New Jersey Law, and a foreign corporation authorized to do business and in fact doing business in the State of New Jersey.

2. On or about May 22, 2002, plaintiff entered into a written contract to purchase a new 2002 Ford Escape bearing serial number 1FMCU04122K [REDACTED] from defendant, Garden State Ford.

2(a). On information and belief, Buhler Ford, Inc. ("Buhler") is the successor to Garden State Ford and also the company which performed service work on Plaintiff's vehicle.

Prior to and at the time of purchase, plaintiffs were led to believe that the

vehicle was free from factory defects, safe and fit for normal use and operation.

4. The foregoing representations to plaintiff were material facts which plaintiff took into consideration in making her decision to purchase the subject vehicle. In fact, had plaintiff known that the vehicle suffered from serious conditions affecting operation, safety and value plaintiff would not have purchased the subject vehicle.

5. Plaintiff alleges that the vehicle suffers from conditions which Ford has failed to remedy despite a number of opportunities to do so.

6. Plaintiff alleges that the said vehicle is a "lemon" as defined in the New Jersey Lemon Law or New Jersey Motor Vehicle Warranty Act, N.J.S.A. 56:12-29 et seq. ("Lemon Law").

7. Plaintiff has met the prerequisite condition of the Lemon Law and is entitled to the benefits of that legislation.

8. The foregoing conduct of defendant Ford has substantially damaged plaintiff and diminished the value of the vehicle both in plaintiff's eyes and objectively.

9. John Doe corporations are the entities trading as Ford and Buhler Ford.

**WHEREFORE**, Plaintiff demands damages against defendants Ford, as follows:

1. Compensatory damages;
2. Rescission;
3. All relief to which plaintiffs may be entitled under the Lemon Law;
4. Attorney's fees;
5. Lawful interest;
6. Costs of suit;
7. For such other relief as the Court may deem equitable and just.

## SECOND COUNT

1. The plaintiff repeats the allegations of the First Count as if set forth at length again herein.

2. Plaintiff's vehicle presently needs a new engine.

3. Defendants Buhler and Ford refuse to repair the engine pursuant to the warranty.

4. Defendants Buhler and Ford claims that said engine failure was due to lack of maintenance by Plaintiff. In fact, Plaintiff presented the vehicle to Buhler for repair work on or about January 13, 2003 when the vehicle had 17,810 miles. The vehicle failed almost immediately thereafter.

5. If there was a lack of maintenance, same was caused by Buhler in not maintaining the vehicle. Plaintiff always told the service department to "do whatever is necessary" including routine maintenance.

6. Buhler did not inform Plaintiff on January 13, 2003 or at any time before or after that date, that maintenance was needed.

7. Buhler also violated the Automotive Repairs Regulations, N.J.A.C. 13:45A-26C.1 et seq.

8. The foregoing conduct constitutes a violation of the Consumer Fraud Act, N.J.S.A. 56:8-2 and plaintiff has suffered damages as a direct result thereof.

9. Said conduct also constitutes legal fraud and equitable fraud.

**WHEREFORE**, plaintiff demands judgment against defendants jointly and severally as follows:

(1) Compensatory damages;

- (2) Treble damages;
- (3) Punitive damages;
- (4) Rescission;
- (5) Attorney's fees;
- (6) Cost of suit;
- (7) Such other relief as is just and appropriate.

### THIRD COUNT

1. The plaintiffs repeat the allegations contained in the First and Second Count as if set forth at length again herein.

2. The foregoing conduct of defendants Ford and Buhler Ford constitutes an actionable breach of contract and said defendants have been unjustly enriched.

**WHEREFORE,** Plaintiffs demand damages against defendants jointly and severally as follows:

1. Compensatory damages;
2. Rescission;
3. Attorney's fees;
4. Lawful interest;
5. Costs of suit;
6. For such other relief as the Court may deem equitable and just.

### FOURTH COUNT

1. The plaintiffs repeat the allegations contained in the First, Second and Third Count as if set forth at length again herein.

2. Said vehicle was sold with an express warranty.



3. Ford has been unable to repair the vehicle to plaintiff's satisfaction. Therefore, the vehicle's warranty is useless as it pertains to this condition.

4. Plaintiff gave defendants ample and reasonable opportunities to cure the vehicle's problems. Defendants failed to do so. This constitutes a breach of all applicable express and implied warranties.

5. Plaintiff's did, within a reasonable period of time after discovering said defendants' breach, as aforesaid, notify defendants of said breach.

**WHEREFORE**, plaintiffs demand judgment against defendants, for the following relief:

1. All remedies available to plaintiff under the Uniform Commercial Code including, but not limited to, revocation, rescission, breach of warranty damages, including incidental and consequential damages.

**FIFTH COUNT**

1. Plaintiff repeats each and every allegation of the First, Second, Third and Fourth Counts as though set forth more fully at length herein.

2. Defendants conduct, as aforesaid, constitutes a violation of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301-2311.

**WHEREFORE**, Plaintiff demands damages against defendants jointly and severally, as follows:

- 1. Compensatory damages;
- 2. Rescission;
- 3. Attorney's fees;
- 4. Lawful interest;

- 5. Costs of suit;
- 6. For such other relief as the Court may deem equitable and just.

**SIXTH COUNT**

1. Plaintiff repeats each and every allegation of the First, Second, Third, Fourth and Fifth Counts as though set forth more fully at length herein.

- 2. Defendants' conduct, as aforesaid, constitutes actionable negligence,
- 3. As a result of defendants' negligence, as aforesaid, plaintiff has been damaged.

**WHEREFORE,** Plaintiffs demand damages against defendants jointly and severally, as follows:

- 1. Compensatory damages;
- 2. Rescission;
- 3. Attorney's fees;
- 4. Lawful interest;
- 5. Costs of suit;
- 6. For such other relief as the Court may deem equitable and just.

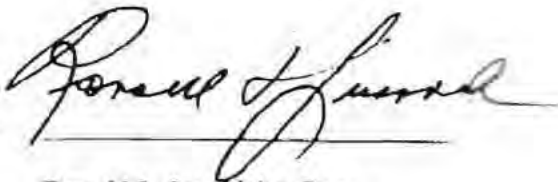
**JURY DEMAND**

Plaintiff herein demands a trial by jury as to all triable issues of fact.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Ronald L. Lueddeke, Esquire is hereby designated as trial counsel on behalf of the Plaintiff.

Dated: 6/2/03


By:   
 Ronald L. Lueddeke, Esq.

**CERTIFICATION**

The undersigned, attorney for plaintiffs, hereby certifies that to the best of his knowledge he knows of no other action pending in connection with the within action now being filed with the Court. In addition, all necessary parties have been joined except that Garden State Auto Park, the original seller of the vehicle may need to be added depending on discovery.

Dated: 6/2/03

By:



Ronald L. Lueddeke, Esq.



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division - Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-8(c), if information above the black bar is not completed or if attorney's signature is not affixed.

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: CK  CC  CA

CHG / CK NO.

AMOUNT

OVERPAYMENT

BATCH NUMBER

ATTORNEY/PRO SE NAME

Ronald L. Lueddeke, Esq.

TELEPHONE NUMBER

(732) 449-2884

COUNTY OF VENUE

Monmouth

FIRM NAME (if applicable)

Ronald L. Lueddeke, Esq.

DOCKET NUMBER (When available)

OFFICE ADDRESS

215 Morris Avenue  
Spring Lake, NJ 07762

DOCUMENT TYPE

Complaint & Jury Demand

JURY DEMAND

YES  NO

NAME OF PARTY (e.g. John Doe, Plaintiff)

[Redacted]

CAPTION

[Redacted] v. Ford Motor Company and Buhler Ford, Inc., and John Doe

CASE TYPE NUMBER (See reverse side for listing)

[Redacted]

IS THIS A PROFESSIONAL MALPRACTICE CASE?  YES  NO

IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:33A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.

RELATED CASES PENDING?

YES  NO

IF YES, LIST DOCKET NUMBERS

DO YOU ANTICIPATE ADDING ANY PARTIES (including out of state) to the action or occurrence?

YES  NO

NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN

NONE  UNKNOWN

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.**

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

A. DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP?

YES  NO

IF YES, IS THAT RELATIONSHIP

EMPLOYER-EMPLOYEE

FRIEND/NEIGHBOR

OTHER (explain) \_\_\_\_\_

FAMILIAL

BUSINESS

B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY?

YES  NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION.

None



DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS?

YES  NO

IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION: \_\_\_\_\_

WILL AN INTERPRETER BE NEEDED?

YES  NO

IF YES, FOR WHAT LANGUAGE: \_\_\_\_\_

ATTORNEY SIGNATURE

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/20/2003 CLOSED	[REDACTED] PROD/COMP DUR/PERF - VEHICLE QUALITY	1FMCU04122K [REDACTED] 619601762	2002 ESCAPE	02
2/7/2003 CLOSED	[REDACTED] AWA - W/N CRITERIA, REQUEST AWA AFTER REPAIR	1FMCU04122K [REDACTED] 619601762	2002 ESCAPE	03
2/7/2003 CLOSED	[REDACTED] AWA - W/N CRITERIA, REQUEST AWA AFTER REPAIR	1FMCU04122K [REDACTED] 619601762	2002 ESCAPE	03
11/23/2002 CLOSED	[REDACTED] DEALERSHIP - UNABLE TO DUPLICATE CONCERN	1FMCU04122K [REDACTED] 619601762	2002 ESCAPE	02
6/25/2002 CLOSED	[REDACTED] DEALERSHIP - UNABLE TO DUPLICATE CONCERN	1FMCU04122K [REDACTED] 619601762	2002 ESCAPE	02

All Action Details for Issue

Print

VIN: 1FMCU04122K [REDACTED] Year: 2002 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2002-05-22  
Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE Primary Phone [REDACTED]  
Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY Secondary Phone [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE  
Dealer: 09064 BUHLER FORD, INC.  
Odometer: 18000 MI Comm Type: PHONE  
Analyst Name: MICHAEL SMAIL Analyst: MSMAIL  
Action Date: 05/20/2003 Action Time: 16.19.27.768 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAYS: -ENGINE IS NOT WORKING -VEH HAS HAD NUMEROUS REPAIRS BURNT WIRES - ACCELERATE WITHOUT PUSHING ON THE GAS -AFTER P/U THE VEH THE ENGINE BLEW WITH A LOUD CLINKING NOISE -VEH WAS TOWED BACK TO THE DLRSH PER CUSTOMER, DEALER SAYS: -ENGINE BLEW AND THE DLRSH STATED THAT THE VEH WAS NOT MAINTAINED PROPERLY (SCOTT) CAC ADVISED: "THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN RELATION TO THIS ISSUE. TO ENSURE OUR RECORDS ARE COMPLETE, YOUR COMMENTS HAVE BEEN DOCUMENTED. HOWEVER, THE DECISION OF THE DEALER/REGIONAL OFFICE IS FINAL. (NOTE TO CSR: SUPPORT DLR/REGION DECISION.)"  
===== -ADVISED CUST OF DECISION OF DLRSH AND CRC CAN NOT OVER TURN THIS DECISION -SUGGESTED THAT SHE CONTACT THE CRM AT DLRSH FOR FURTHER CLARIFICATION -ADVISED CUST THAT THIS FILE WILL BE SENT TO THE DLRSH ON HER BEHALF INFERENCE CASE ID: 1539

**All Action Details for Issue**

Print

<b>VIN:</b> 1FMCU04122K [REDACTED]	<b>Year:</b> 2002	<b>Model:</b> ESCAPE	<b>Case:</b> [REDACTED]
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Original	<b>WSD:</b> 2002-05-22	
<b>Symptom Desc:</b> ENGINE GENERAL CONCERN MECH FAILURE		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> AWA - W/N CRITERIA, REQUEST AWA AFTER REPAIR		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 03 CONCERN	<b>Issue Status:</b> CLOSED		

<b>Action:</b> PROVIDE CUST WITH APPROPRIATE RESPONSE	<b>Origin Desc:</b> US CONCERN CASE BASE
<b>Dealer:</b> 09064 BUHLER FORD, INC.	
<b>Odometer:</b> 1 MI	<b>Comm Type:</b> PHONE
<b>Analyst Name:</b> MARGARET ARSENAULT	<b>Analyst:</b> MARSENAU
<b>Action Date:</b> 01/21/2003	<b>Action Time:</b> 16.23.21.380 <b>Action Data:</b> No

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

First Name	Middle Initial	Last Name	Day Phone	Relationship
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**Comments** CUSTOMER SAYS: PER CUSTOMER, DEALER SAYS: CAC ADVISED: OBC TO DLRSHIP - SPOKE WITH SCOTT. HE HAS NOT LOOKED AT VEH YET. HE IS NOT SURE WHAT REPAIRS ARE REQUIRED OR WHETHER IT IS COVERED UNDER WARRANTY. IF CUST WANTS RENTAL THEN CRC CAN REVIEW FOR POSSIBLE REIMBURSEMENT AFTER REPAIRS ARE DONE AND IF THEY WERE WARRANTY REPAIRS (CUST HAS NOT DONE MAINTENANCE AT DLRSHIP) DO NOT TELL CUST - ENTERPRIZE WILL NOT RENT TO CUST AS SHE DAMAGED RENTAL VEH OBC TO CUST - LEFT MESSAGE WILL FOLLOW UP WITH CUST BEFORE 5PM. IF CUST CALLS IN PLEASE ADVISE THAT CUST CAN RENT VEH AT HER EXPENSE (MAX \$28. PER DAY) AND WHEN VEH HAS BEEN REPAIRED CRC CAN REVIEW FOR REIMBURSEMENT. - I WOULD LIKE TO BE YOUR ADVOCATE IN THIS SITUATION, TO ENSURE YOUR REQUEST RECEIVES PROPER CONSIDERATION, PLEASE ALLOW ME TO RESEARCH THIS FURTHER. - IS THERE A TIME THAT IS MOST CONVENIENT FOR ME TO CONTACT YOU? INFERENCE CASE ID: 5388

<b>Action:</b> OUTBOUND CALL TO FORD/MERCURY CUSTOMER	<b>Origin Desc:</b> MANUAL - PHONE CSR
<b>Dealer:</b> 09064 BUHLER FORD, INC.	
<b>Odometer:</b>	<b>Comm Type:</b> PHONE
<b>Analyst Name:</b> MARGARET ARSENAULT	<b>Analyst:</b> MARSENAU
<b>Action Date:</b> 01/21/2003	<b>Action Time:</b> 17.00.30.158 <b>Action Data:</b> No

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

First Name	Middle Initial	Last Name	Day Phone	Relationship
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**Comments** CUSTOMER SAYS: PER CUSTOMER, DEALER SAYS: CAC ADVISED: OBC TO CUST - LEFT MESSAGE

<b>Action:</b> OUTBOUND CALL TO FORD/MERCURY CUSTOMER	<b>Origin Desc:</b> MANUAL - PHONE CSR
<b>Dealer:</b> 09064 BUHLER FORD, INC.	
<b>Odometer:</b>	<b>Comm Type:</b> PHONE
<b>Analyst Name:</b> MARGARET ARSENAULT	<b>Analyst:</b> MARSENAU
<b>Action Date:</b> 01/22/2003	<b>Action Time:</b> 12.00.27.997 <b>Action Data:</b> No

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

First Name	Middle Initial	Last Name	Day Phone	Relationship
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**Comments** CUSTOMER SAYS: PER CUSTOMER, DEALER SAYS: CAC ADVISED: OBC TO CUST - LEFT MESSAGE FOR CUST TO CALL CRC FOR INFORMATION ON LOANER NEXT CSR PLEASE ADVISE CUST\*\*\*\* SPOKE WITH SCOTT SERV MGR. HE HAS NOT LOOKED AT VEH YET. HE IS NOT SURE WHAT REPAIRS ARE REQUIRED OR WHETHER IT IS COVERED UNDER WARRANTY. IF CUST WANTS RENTAL THEN CRC CAN REVIEW FOR POSSIBLE REIMBURSEMENT AFTER REPAIRS ARE DONE AND IF THEY WERE WARRANTY REPAIRS (CUST HAS NOT DONE MAINTENANCE AT DLRSH) DO NOT TELL CUST - ENTERPRIZE WILL NOT RENT TO CUST AS SHE DAMAGED RENTAL VEH

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**Action:** WARRANTY REPAIR DENIED - ABUSE

**Dealer:** 09064 BUHLER FORD, INC.

**Odometer:** 18000 MI

**Analyst Name:** SCOTT HULBERT

**Action Date:** 02/07/2003

**Comm Type:** PHONE

**Analyst:** S-HULBER

**Action Time:** 14.41.18.788

**Origin Desc:** DEALER

**Action Data:** No

**Comments** OIL CHANGE HAS NOT BEEN PERFORMED IN 11K+ MILES CONTRIBUTING TO FAILURE.

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All Action Details for Issue

Print

VIN: 1FMCU04122K [REDACTED] Year: 2002  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: ENGINE GENERAL CONCERN ATTACH/MOUNTING  
Reason Desc: AWA - W/N CRITERIA, REQUEST AWA AFTER REPAIR  
Issue Type: 03 CONCERN Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2002-05-22  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: PROVIDE CUST WITH APPROPRIATE RESPONSE

Dealer: 09064 BUHLER FORD, INC.

Origin Desc: US CONCERN CASE BASE

Odometer: 18000 MI

Comm Type: PHONE

Analyst Name: MARGARET ARSENAULT

Analyst: MARSENAU

Action Date: 01/21/2003

Action Time: 09.34.57.187

Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAYS: VEH HAS BEEN AT DLRSHF SEVERAL TIMES. BRAKES DOES NO WORK. REPLACED MASTER CYLINDER, TIE RODS. OIL LEAKING. LIGHTER NOT WORKING. VEH ACCELERATES ON ITS OWN. COULD NOT DUPLICATE. VEH MAKING NOISE AND STALLS. IN JAN 13, 2003 VEH AT DLRSHF THAT THE ENGINE IS GONE. CUST SEEKING TO REPLACE VEH. CUST SEEKING LOANER VEH. PER CUSTOMER, DEALER SAYS: CAC ADVISED: - I WOULD LIKE TO BE YOUR ADVOCATE IN THIS SITUATION. TO ENSURE YOUR REQUEST RECEIVES PROPER CONSIDERATION, PLEASE ALLOW ME TO RESEARCH THIS FURTHER. - IS THERE A TIME THAT IS MOST CONVENIENT FOR ME TO CONTACT YOU? INFERENCE CASE ID: 5388

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER

Dealer: 09064 BUHLER FORD, INC.

Origin Desc: MANUAL - PHONE CSR

Odometer: 18000 MI

Comm Type: PHONE

Analyst Name: SANDRA BARTELLA

Analyst: SBARTELL

Action Date: 01/21/2003

Action Time: 15.56.39.886

Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAYS: CUST WAS SPEAKING WITH MARGARET LAST REP MAY I BE TRANSFERRED BACK TO HER WHO WAS RESEARCHING SOME INFO WITH SCOTT S/M IS THERE ANY NEW INFO PER CUSTOMER, DEALER SAYS: CAC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED FOR UPDATING CUSTOMER INFORMATION ONLY. DO NOT USE FOR DOCUMENTING ANY OTHER ISSUES.)  
\*\*\*\*\* WE DO NOT TRANSFER CALLS ADVISED CUST THAT REP IS STILL REVIEWING ISSUE IT MAY TAKE UP TO 24 HOURS FO A CONTACT ADVISED WILL UPDATE ISSUE

Action: WARRANTY REPAIR DENIED - "OTHER" (DESCRIBE IN COMMENTS)

Dealer: 09064 BUHLER FORD, INC.

Origin Desc: DEALER

Odometer: 18000 MI

Comm Type: PHONE

Analyst Name: SCOTT HULBERT

Analyst: S-HULBER

Action Date: 02/07/2003

Action Time: 14.38.30.781

Action Data: No

Comments VEHICLE HAS NOT HAD OIL CHANGE DONE IN 11K MILES. SLUDGE IN ENGINE CAUSED FAILURE



All Action Details for Issue

Print

VIN: 1FMCU04122K [REDACTED] Year: 2002 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2002-05-22  
Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: DEALER CAN'T RESOLVE CONCERN IF THEY CANT DUPLICATE THE CONCERN  
Dealer: 09064 BUHLER FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 1 MI Comm Type: PHONE  
Analyst Name: CHARMAINE DUHANEY Analyst: CDUHANEY  
Action Date: 11/23/2002 Action Time: 13.22.54.828 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
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Comments CUSTOMER SAYS: VEH WAS BROUGHT INTO THE DLR OVER AND OVER FOR THE SAME CONCERN AND SHE IS STILL HAVING THE PROBLEM \*\*\*\*\*CUST SAYS SHE HAS HAD A LOT OF CONCERN WITH THE VEH\*\*\*\*\* THERE IS AN ELECTRICAL PROBLEM WITH THE VEH THERE TAKE THE DASH BOARD APART BECAUSE THEY SAID THERE IS BURN WIREING INSIDE THE ACCELERATOR SHOOT'S OFF BY ITSELF CUST SAYS THE GAS AND BRAKE PEDAL LEAKS FLUID ON HER FEET VEH WAS LAST PICKED UP FROM THE DLR ON THURSDAY EVERYTIME SHE GOES TO THE DLRSHIP SHE KEEP ASKING FOR A RECIEPTS AND THEY TOLD HER THEY CAN'T GIVE HER ONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: - FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. - THIS WOULD ASSIST THE DEALERSHIP IN DIAGNOSING THE VEHICLE. - IF THEY CANNOT DUPLICATE THE CONCERN, THE DEALERSHIP WILL BE UNABLE TO REPAIR WHAT THEY CANNOT FIND - ADVISE CUSTOMER TO CONTACT DEALERSHIP AS SOON AS (INTERMITTENT) CONCERN IS NOTICED CSR OBC TO THE DLR AND SPOKE TO ERIC SA HE ADVISED ME THERE WAS A BLOWN FUES IN THE CIGARETTE LITER AND IT WAS WORKING AS FOR THE VEH ACCELERATING ON IT'S OWN THAT COULDN'T BE VERIFIED , SA SAYS THEY TOOK OVER GARDEN STATE AUTO AND AT THE TIME WHEN IT WAS OWNED BY THEM THEY HAD A FORD REP WHO CAME DOWN AND LOOK AT THE VEH AND THEY COULDN'T VERY THE CONCERN CUST WAS ADVISED SHE COULD TRY A 2ND DLR FOR A 2ND OPINION INFERENCE CASE ID: 4462

All Action Details for Issue

Print

VIN: 1FMCU04122K [REDACTED] Year: 2002 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2002-05-22  
Symptom Desc: HES/STUMBLE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: DEALER CAN'T RESOLVE CONCERN IF THEY CANT DUPLICATE THE CONCERN  
Dealer: 09064 BUHLER FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2524 MI Comm Type: PHONE  
Analyst Name: YENNA SPILLANE Analyst: YSPILLAN  
Action Date: 06/25/2002 Action Time: 17.11.25.357 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
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Comments CUSTOMER SAYS: - CIG. LIGHTER HAS NOT BEEN REPAIRED - VEH ACCELERATES BY ITSELF - WAS ADVISED THAT THERE WAS A COMPUTER SHIP THAT WAS CAUSING THE CONCERN THAT WAS - SEEKING REPAIR PER CUSTOMER, DEALER SAYS: - WE ARE UNABLE TO DUPLICATE THE CONCERN CAC ADVISED: - FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. - THIS WOULD ASSIST THE DEALERSHIP IN DIAGNOSING THE VEHICLE. - IF THEY CANNOT DUPLICATE THE CONCERN, THE DEALERSHIP WILL BE UNABLE TO REPAIR WHAT THEY CANNOT FIND - ADVISE CUSTOMER TO CONTACT DEALERSHIP AS SOON AS (INTERMITTENT) CONCERN IS NOTICED INFERENCE CASE ID: 4462





**Allstate**

You're in good hands.

ROCKLAND  
400 BELLA BOULEVARD, SUITE 210  
SUFFERN NY 10901-4239

CONSUMER AFFAIRS  
SECTION

5 JAN 19 19:38

████████████████████  
FORD MOTOR CO. CONSUMER AFFAIRS DEPT  
PO BOX 6248 MD-3NE-B  
DEARBORN MI 48121-6248

FORD MOTOR COMPANY  
RECEIVED  
JAN 19 2005  
OFFICE OF THE  
GENERAL COUNSEL

RECEIVED  
JAN 19 2005

January 13, 2005

INSURED: ██████████  
DATE OF LOSS: December 26, 2004  
CLAIM NUMBER: ██████████  
AUTO ACCIDENT DUE TO ITEM ON RECALL #04S25  
VIN# 1FMYU93193K ██████████

PHONE NUMBER: 866-305-4170  
FAX NUMBER: 845-368-7549  
OFFICE HOURS: Mon - Fri 8:00am - 5:30pm

ATTN: CONSUMERS AFFAIRS DEPT.

Please be advised I am putting Ford Motor Co. on notice that one of our insureds was involved in an auto accident on the above mentioned date and has determined that the cause of loss was due to an item that was involved in the above noted recall. Allstate currently has the vehicle and is making it available for your inspection. I have tried to contact your department through the customer service number 1-800-392-3673, but was advised the only way to make you aware of this situation was via a letter. They would only provide me with your address. Please contact me if you wish to know where the car is located so that you can inspect the car. Allstate does plan to have an engineer inspect the car and based on the outcome of their investigation will seek to subrogate against Ford Motor Co. for all damages.

Sincerely,

*VAL ROCHETTE*

VAL ROCHETTE  
866-305-4170 Ext. 7571  
Allstate Indemnity Company

- 12/26/04  
- AR MONT NY  
- '03 escape  
- VIN  
- WSD - 7/30/03  
- ESP - No

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
1/18/2005 CLOSED	[REDACTED] LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	02
1/14/2005 CLOSED	[REDACTED] CAC RELATED - F/M CSR FOLLOWING CONTACT	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	02
1/13/2005 CLOSED	[REDACTED] CAC RELATED - F/M CSR FOLLOWING CONTACT	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	02
1/12/2005 CLOSED	[REDACTED] AWA - CAC SUPPORTS FIELD'S DECISION	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	02
1/12/2005 CLOSED	[REDACTED] RENTAL/LOANER - GENERAL/OTHER	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	02
1/12/2005 CLOSED	[REDACTED] LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	02
1/12/2005 CLOSED	[REDACTED] LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	02
1/11/2005 CLOSED	[REDACTED] LEGAL - ACCIDENT / FIRE	1FMYU93193K [REDACTED] [REDACTED]	2003 ESCAPE	07

[REDACTED] 1/26/2005

## All Action Details for Issue

Print

VIN: 1FMYU93193K [REDACTED]  
 Name: [REDACTED]  
 Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP  
 Reason Desc: LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT  
 Issue Type: 02 INFORMATION

Year: 2003  
 Owner Status: Original  
 Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
 WSD: 2003-07-30  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: CB-IT MAY TAKE 7 DAYS FOR CONSUMER AFFAIRS TO BEGIN INVESTIGATE  
 Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO Origin Desc: US CONCERN CASE BASE  
 Odometer: 22000 MI Comm Type: PHONE  
 Analyst Name: NEIL CHOW Analyst: NCHOW  
 Action Date: 01/14/2005 Action Time: 16.19.43.219 Action Data: No

Comments CUSTOMER SAID: - CUST STATED THAT THEY HAD A PROBLEM WITH THE ACCELERATION CABLE THAT CAUSED AN ACCIDENT CUST HAS NOT HEARD FROM CONSUMER AFFAIRS.- CUST STATED THAT THEIR HOME PHONE # IS THE PRIMARY CONTACT PHONE # IF POSSIBLE CAN CONSUMER AFFAIRS CONTACT THIS PHONE #. DEALER SAID: - NONE. CRC ADVISED: THANK YOU FOR CONTACTING US IN RELATION TO YOUR ONGOING CASE. CONSUMER AFFAIRS INVESTIGATIONS MAY TAKE UP TO 7 DAYS TO INITIATE. LET ME ASSURE YOU THAT THIS TYPE OF SITUATION IS A HIGH PRIORITY FOR FORD MOTOR COMPANY. I HAVE VERIFIED YOUR CONTACT INFORMATION TO ENSURE WE CAN CONTACT YOU WHEN FURTHER INFORMATION IS AVAILABLE OR REQUIRED.

Action: CB-IT MAY TAKE 7 DAYS FOR CONSUMER AFFAIRS TO BEGIN INVESTIGATE  
 Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO Origin Desc: US CONCERN CASE BASE  
 Odometer: 22000 MI Comm Type: PHONE  
 Analyst Name: PHENGPHET DARAPHONE Analyst: DPHENGPH  
 Action Date: 01/18/2005 Action Time: 15.46.54.185 Action Data: No

Comments CUSTOMER SAID: CALLING ABOUT THE SAME ISSUE. VEH KEPT ON ACCELERATING - CAUSED AN ACCIDENT. WHY HASN'T LEGAL DPT CONTACTED ME YET? DEALER SAID: SMITH CAIRNS FORD OF MT. KISCO 271 NORTH BEDFORD ROAD MOUNT KISCO, NY 10549 TEL: (914) 241-1000. CRC ADVISED: THANK YOU FOR CONTACTING US IN RELATION TO YOUR ONGOING CASE. CONSUMER AFFAIRS INVESTIGATIONS MAY TAKE UP TO 7 DAYS TO INITIATE. LET ME ASSURE YOU THAT THIS TYPE OF SITUATION IS A HIGH PRIORITY FOR FORD MOTOR COMPANY. I HAVE VERIFIED YOUR CONTACT INFORMATION TO ENSURE WE CAN CONTACT YOU WHEN FURTHER INFORMATION IS AVAILABLE OR REQUIRED. IST LEGAL CONTACT OPENED ON 01/11/04. 7 BUSINESS DAYS WILL BE C.O.B. 01/20. -----  
 ----- \* \* \* DID NOT ADVISE CUST OF HISTORICALS DOCUMENTED BY LEGAL DPT. CUST IS STATING THAT SHE HASN'T RECEIVED ANY CONTACT FROM LEGAL DPT.

[REDACTED] 1/26/2005



## All Action Details for Issue

Print

VIN: 1FMYU93193K [REDACTED] Year: 2003  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED  
Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2003-07-30  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO

Origin Desc: US CONCERN CASE BASE

Odometer: 22000 MI

Comm Type: PHONE

Analyst Name: LINCOLN LAZARUS

Analyst: LLINCOL1

Action Date: 01/14/2005

Action Time: 10.49.10.969

Action Data: No

Comments CUSTOMER SAID: =====AS PER HISTORICAL DATED 1/13.2004===== SOME ONE FROM LEGAL DEPT SUPPOSED TO CALL-NO ONE CALLED-WANTS FORD TO CONTACT LEGAL DEPT AND HAVE SOME ONE CALL  
CUSTDEALER SAID: NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

[REDACTED] 1/26/2005

## All Action Details for Issue

[Print](#)

VIN: 1FMYU93193K [REDACTED] Year: 2003  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED  
Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2003-07-30  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO

Origin Desc: US CONCERN CASE BASE

Odometer: 22000 MI

Comm Type: PHONE

Analyst Name: LINCOLN LAZARUS

Analyst: LLINCOL1

Action Date: 01/14/2005

Action Time: 10.49.10.969

Action Data: No

Comments CUSTOMER SAID: =====AS PER HISTORICAL DATED 1/13.2004===== -SOME ONE FROM LEGAL DEPT SUPPOSED TO CALL-NO ONE CALLED-WANTS FORD TO CONTACT LEGAL DEPT AND HAVE SOME ONE CALL CUSTDEALER SAID: NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

[REDACTED] 1/26/2005

## All Action Details for Issue

Print

VIN: 1FMYU93193K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-07-30  
 Symptom Desc: FAST IDLE TEMP HOT ENGINE Primary Phone: [REDACTED]  
 Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS  
 Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO Origin Desc: US CONCERN CASE BASE  
 Odometer: 22000 MI Comm Type: PHONE  
 Analyst Name: JASON INCE Analyst: JINCE  
 Action Date: 01/13/2005 Action Time: 18.54.48.171 Action Data: No

Comments CUSTOMER SAID: = VEH WAS INVOLVED IN AN ACCIDENT BECAUSE THE ACCELERATOR PEDAL WAS STUCK = VEH IS CURRENTLY AT A SALVAGE YARD = INSURANCE CO INSPECTED VEH AND DETERMINED IT WAS A MECHANICAL FAILURE DUE TO THE RECALL FOR THE STICKING OF THE ACCELERATOR PEDAL = CUST CALLING REGARDING THE STATUS OF HER CALL BACK = CUST WANTS FORD TO CALL HER BACK REGARDING HER REQUEST FOR A LOANER VEH = DLR WILL PROVIDE A LOANER VEH BECAUSE OF THE RECALL BUT THEY NEED FORDS APPROVAL FIRST DEALER SAID: SMITH CAIRNS FORD OF WHITE PLAINS, INC. 80 WESTCHESTER AVENUE WHITE PLAINS, NY 10601 TEL: (914) 761-6655 CRC ADVISED: = ADVISED CUST AS PER PREVIOUS CSR CONTACT THANK YOU FOR CONTACTING US IN RELATION TO YOUR ONGOING CASE. CONSUMER AFFAIRS INVESTIGATIONS MAY TAKE UP TO 7 DAYS TO INITIATE. LET ME ASSURE YOU THAT THIS TYPE OF SITUATION IS A HIGH PRIORITY FOR FORD MOTOR COMPANY. I HAVE VERIFIED YOUR CONTACT INFORMATION TO ENSURE WE CAN CONTACT YOU WHEN FURTHER INFORMATION IS AVAILABLE OR REQUIRED. - APOLOGISE CRC DOES NOT HAVE A PHONE NUMBER TO PROVIDE TO CUST FOR FORD LEGAL DEPT-NORMALLY THE LEGAL DEPT CONTACT CUST VIA PHONE OR MAIL PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.- ADVISED CUST OF PREVIOUS CSR CONTACT REGARDING THE LOANER VEH REQUEST = ADVISE CUSTOMER THAT DEALERSHIPS IN THE STATE OF NEW YORK ARE NOT REQUIRED TO PROVIDE RENTAL/LOANERS. PLEASE SPEAK WITH YOUR SERVICING DEALER TO DETERMINE YOUR OPTIONS. IF YOU DO NOT CURRENTLY HAVE A SERVICING DEALER, I CAN ASSIST YOU IN LOCATING ONE IN YOUR AREA.

[REDACTED] 1/26/2005

## All Action Details for Issue

[Print](#)

VIN: 1FMYU93193K [REDACTED] Year: 2003  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: ENG SPEED-UP SUDDEN ACCEL ALL ENGINE TEMP  
Reason Desc: AWA - CAC SUPPORTS FIELD'S DECISION  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2003-07-30  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

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

Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO

Origin Desc: US CONCERN CASE BASE

Odometer: 22000 MI

Comm Type: PHONE

Analyst Name: BROOKS FAITHLYN

Analyst: FBROOKS5

Action Date: 01/12/2005

Action Time: 15.44.42.169

Action Data: No

Comments CUSTOMER SAID: - AS PER NOTED DOCUMENTED EARLIER TODAY;- VEH IS CURRENTLY AT SALVAGE YARD;- CALLED PURCHASING DLR SMITH CAIRNS FORD OF MT. KISCO, SPOKE WITH (JOSEPH) WHO TOLD HER TO CALL BACK WITH UPDATES AS TO WHERE VEH IS LOCATED, SO IT COULD ASSIST LEGAL DEPT SPEED UP ISSUE;DEALER SAID: SMITH CAIRNS FORD OF MT. KISCO271 NORTH BEDFORD ROADMOUNT KISCO, NY 10549 TEL: (914) 241-1000FAX: (914) 244-3612DISTANCE: 1.08 MILESCRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK. (NOTE TO CSR: SUPPORT DLR/REGION DECISION.)

[REDACTED] 1/26/2005

## All Action Details for Issue

Print

VIN: 1FMYU93193K [REDACTED] Year: 2003  
Name: [REDACTED] Owner Status: Original  
Symptom Desc: ENG SPEED-UP SUDDEN ACCEL ALL ENGINE TEMP  
Reason Desc: RENTAL/LOANER - GENERAL/OTHER  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2003-07-30  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: PROVIDE INFORMATION AS PER PHRASEOLOGY

Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO

Origin Desc: US CONCERN CASE BASE

Odometer: 2100 MI

Comm Type: PHONE

Analyst Name: SMITH JOEL

Analyst: JSMT643

Action Date: 01/12/2005

Action Time: 11.01.20.045

Action Data: No

Comments CUSTOMER SAID: -CUST VEH WAS IN AN ACCIDENT AND THERE INSURANCE COMPANY BELIEVES THAT FORD IS RESPONSIBLE FOR THE ACCIDENT-CUST IS LOOKING FOR A LOANER VEH AND THE INSURANCE DOES NOT FEEL LIKE THEY ARE RESPONSIBLE AND THE VEH TOTALLED-THE ACCELERATOR PEDAL GOT STUCK ON THE VEH AND CUST HIT THE BRAKES AND HIT A TREE-LOOKING FOR A LOANER/RENTAL VEH FOR THE TIME BEINGCRC ADVISED: ADVISE CUSTOMER THAT DEALERSHIPS IN THE STATE OF NEW YORK ARE NOT REQUIRED TO PROVIDE RENTAL/LOANERS. PLEASE SPEAK WITH YOUR SERVICING DEALER TO DETERMINE YOUR OPTIONS. IF YOU DO NOT CURRENTLY HAVE A SERVICING DEALER, I CAN ASSIST YOU IN LOCATING ONE IN YOUR AREA.

[REDACTED] 1/26/2005

## All Action Details for Issue

Print

VIN: 1FMYU93193K [REDACTED]  
 Name: [REDACTED]  
 Symptom Desc: SERVICE BRAKE INOP/INEFFECTIVE  
 Reason Desc: LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT  
 Issue Type: 02 INFORMATION

Year: 2003  
 Owner Status: Original  
 Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
 WSD: 2003-07-30  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS

Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO

Origin Desc: US CONCERN CASE BASE

Odometer: 22000 MI

Comm Type: PHONE

Analyst Name: DILLON LLOYD

Analyst: LDILLON1

Action Date: 01/12/2005

Action Time: 10.48.34.416

Action Data: No

**Comments** CUSTOMER SAID: -CUST IS ALLING BACK RE LEGAL DEPT ALL BACK; IT 2 DAY A ND UCTS HAVE NOT RECEIVED A CALL.-CUST WAS TOLD BY INSURANCE CO THAT CUST NEED TO WORK WITH FORD ON ISSUE-CUST VEH WAS INVOLVED IN AN ACCIDENT ON DEC 26/2004. IT WAS SNOWY WHEN CUST SON TRIED TO STOP VEH AND IT SPUN OFF INTO INTO A TREE; ALTHOUGH CUST SON TRIED TO BRAKE TO STOP VEH-VEH FAILED TO STOP-VEH HAS DAMAGES TO FRAME , RIGHT SIDE OF VEH, ROOF, WINDSHIELD, DOOR, HOOD AND BUMPER AREA - STATE FARM INSURANCE DEEM VEH TOTALLED-VEH IS NOW AT FASHION AUTO, BODY SHOP-AS PER STATE FARM INSURANCE FORD IS LIABLE BECAUSE THERE IS A RECALL THAT MIGHT HAVE CAUSE THIS ACCIDENT-CUST IS NOW WITHOUT A VEH AND CALLING TO SPEAK WITH FORD LEGAL DEPT TO DISCUSS THIS MATTER-IS THERE A PHONE NUMBER CUST CAN CALL FOR LEGAL DEPT?DEALER SAID: SMITH CAIRNS FORD OF MT. KISCO CRC ADVISED: THANK YOU FOR CONTACTING US IN RELATION TO YOUR ONGOING CASE. CONSUMER AFFAIRS INVESTIGATIONS MAY TAKE UP TO 7 DAYS TO INITIATE. LET ME ASSURE YOU THAT THIS TYPE OF SITUATION IS A HIGH PRIORITY FOR FORD MOTOR COMPANY. I HAVE VERIFIED YOUR CONTACT INFORMATION TO ENSURE WE CAN CONTACT YOU WHEN FURTHER INFORMATION IS AVAILABLE OR REQUIRED.- APOLOGISE CRC DOES NOT HAVE A PHONE NUMBER TO PROVIDE TO CUST FOR FORD LEGAL DEPT- NORMALLY THE LEGAL DEPT CONTACT CUST VIA PHONE OR MAIL

[REDACTED] 1/26/2005

## All Action Details for Issue

Print

VIN: 1FMYU93193K [REDACTED]  
 Name: [REDACTED]  
 Symptom Desc: PANELS/UNIBODY PANEL WAVY HOOD  
 Reason Desc: LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT  
 Issue Type: 02 INFORMATION

Year: 2003  
 Owner Status: Original  
 Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
 WSD: 2003-07-30  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: CB-IT MAY TAKE 7 DAYS FOR CONSUMER AFFAIRS TO BEGIN INVESTIGATE

Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO

Origin Desc: US CONCERN CASE BASE

Odometer: 22000 MI

Comm Type: PHONE

Analyst Name: DILLON LLOYDS

Analyst: LDILLON1

Action Date: 01/12/2005

Action Time: 10.45.11.232

Action Data: No

Comments CUSTOMER SAID: -CUST IS ALLING BACK RE LEGAL DEPT ALL BACK; IT 2 DAY A ND UCTS HAVE NOT RECEIVED A CALL-CUST WAS TOLD BY INSURANCE CO THAT CUST NEED TO WORK WITH FORD ON ISSUE-CUST VEH WAS INVOLVED IN AN ACCIDENT ON DEC 26/2004. IT WAS SNOWY WHEN CUST SON TRIED TO STOP VEH AND IT SPUN OFF INTO INTO A TREE; ALTHOUGH CUST SON TRIED TO BRAKE TO STOP VEH-VEH FAILED TO STOP-VEH HAS DAMAGES TO FRAME, RIGHT SIDE OF VEH, ROOF, WINDSHIELD, DOOR, HOOD AND BUMPER AREA - STATE FARM INSURANCE DEEM VEH TOTALLED-VEH IS NOW AT FASHION AUTO, BODY SHOP-AS PER STATE FARM INSURANCE FORD IS LIABLE BECAUSE THERE IS A RECALL THAT MIGHT HAVE CAUSE THIS ACCIDENT-CUST IS NOW WITHOUT A VEH AND CALLING TO SPEAK WITH FORD LEGAL DEPT TO DISCUSS THIS MATTER-IS THERE A PHONE NUMBER CUST CAN CALL FOR LEGAL DEPT? DEALER SAID: SMITH CAIRNS FORD OF MT. KISCO CRC ADVISED: THANK YOU FOR CONTACTING US IN RELATION TO YOUR ONGOING CASE. CONSUMER AFFAIRS INVESTIGATIONS MAY TAKE UP TO 7 DAYS TO INITIATE. LET ME ASSURE YOU THAT THIS TYPE OF SITUATION IS A HIGH PRIORITY FOR FORD MOTOR COMPANY, I HAVE VERIFIED YOUR CONTACT INFORMATION TO ENSURE WE CAN CONTACT YOU WHEN FURTHER INFORMATION IS AVAILABLE OR REQUIRED.- APOLOGISE CRC DOES NOT HAVE A PHONE NUMBER TO PROVIDE TO CUST FOR FORD LEGAL DEPT- NORMALLY THE LEGAL DEPT CONTACT CUST VIA PHONE OR MAIL

[REDACTED]

1/26/2005

## All Action Details for Issue

Print

VIN: 1FMYU93193K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-07-30  
 Symptom Desc: ENG SPEED-UP SUDDEN ACCEL WARM Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO Origin Desc: US CONCERN CASE BASE  
 Odometer: 1 MI Comm Type: PHONE  
 Analyst Name: ELAINE LEE- CAMPBELL Analyst: ELEECAMP  
 Action Date: 01/10/2005 Action Time: 13.17.41.493 Action Data: Yes

Comments CUSTOMER SAID: ...HER SON WAS DRIVING ...THERE WAS SNOW ON THE GROUND ....VEHICLE KEPT ON ACCELERATION, CUSTOMER HIT THE BRAKE AND THE VEHICLE RAN INTO A TREE.....SON WAS NOT HURT, JUST PAINS. NO MEDICAL ATTENTION. ....THERE WAS A RECALL ON THE ACCELERATOR ....CUSTOMER DID NOT GET A LETTER.....CUSTOMER THINKS FORD IS LIABLE. ....DATE OF ACCIDENT DEC 26, 2004....LOCATION OF ACCIDENT ROUTE 22, ARMONK NY....POLICE WAS NOT CONTACTED....INSURANCE WAS CONTACTED AND CUSTOMER WAS TOLD TO CALL FORD....VEHICLE WAS TOTALED.DEALER SAID: THERE WAS A RECALL ON THE ACCELERATORCRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT....ADVISED CUSTOMER ON RECALL LETTER 04S25

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 30000 MI Comm Type: MAIL  
 Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1  
 Action Date: 01/11/2005 Action Time: 08.43.02.903 Action Data: Yes

Comments \*\*\*LPA COMMENTS\*\*\*LPA MADE AN OUTBOUND CALL TO THE CUSTOMER BUT THEY WERE UNAVAILABLE. THE CUSTOMER IS ALLEGING HER SON LOST CONTROL OF THE VEHICLE DUE TO A SUDDEN ACCELERATION CONCERN THAT CAUSED HER SON TO HIT A TREE TOTALING THE VEHICLE. THE CUSTOMER'S SON DID NOT SUSTAINED ANY INJURIES JUST MINOR BRUISES. THE CUSTOMER CONTACT HER INSURANCE COMPANY REGARDING THE MATTER WHO IS REFERRING THE CUSTOMER BACK TO FMC DUE TO AN ACCELERATION CABLE RECALL. \*THE CUSTOMER IS REQUESTING FMC INVESTIGATE THE MATTER, AND PROVIDE ASSISTANCE ACCORDINGLY.


Data Element Name	Data Value
CONTACT PERSON	ANNA RUBICCO

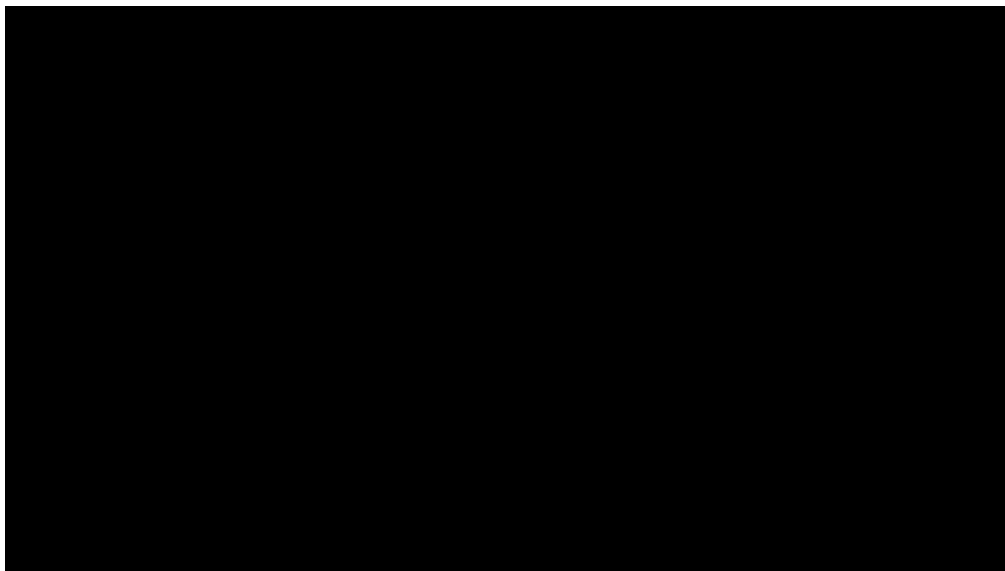
Action: DENY ASSISTANCE - REFER TO INSURANCE CARRIER  
 Dealer: 03864 SMITH CAIRNS FORD OF MT. KISCO Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 30000 MI Comm Type: MAIL  
 Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1  
 Action Date: 01/11/2005 Action Time: 09.10.18.792 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*LPA HAS REVIEWED THE CUSTOMER'S REQUEST. FMC REQUIRES AN INSPECTION TO OCCUR BEFORE A DECISION CAN BE MADE. HOWEVER, BECAUSE WE CAN'T PERFORM AN THOROUGH INVESTIGATION, WE CAN'T DETERMINE IF THE ALLEGED CONCERN CAUSED THE ACCIDENT. BASED ON THIS INFORMATION, WE WILL BE UNABLE TO PROVIDE ASSISTANCE IN THE MATTER, AND ASK THE CUSTOMER TO RE-CONTACT THEIR INSURANCE CARRIER FOR POSSIBLE ASSISTANCE. NO FURTHER ASSISTANCE IS NEEDED AT THIS TIME.

1/26/2005



 1/26/2005



Andrew

509616



Frank Russo  
8 May Ct.  
Ramsey, NJ 07446

February 4, 2005

Ford Motor Company  
P.O. Box 6251  
Dearborn, MI 48121-6251

RE: Recall 04S25 / Refund Request

In January of 2004, shortly after purchasing our new 2004 Ford Escape, my wife experienced what she described as the "car not slowing down" after taking her foot off the accelerator while parallel parking. Hence, the SUV in the space in front of our vehicle was bumped into but sustained no damage. Our Ford Escape initially showed a crack in the front bumper.

We contacted our insurance company and followed the representative's instructions. A net result of this event was an out of pocket expense of \$500 (the policy deductible).

If you refer to the enclosed recall notice we received from Ford, paying special attention to the section captioned "What is the issue?" The behavior this defect can cause is exactly what my wife experienced back in January of 2004.

What we would like Ford Motor Company to do is reimburse the out of pocket expense incurred by us as a result of this vehicle defect. Please advise if we need to file additional documentation on the matter.

Thank you.  
[REDACTED]



F. M. Ligon  
Ford Motor Company  
P.O. Box 1904  
Dearborn, Michigan 48121

FD021840

0091



2004 Escape  
Vehicle ID #: 1FMCU93154K [REDACTED] 04S25

January 2005

[REDACTED]

RAMSEY, NJ [REDACTED]

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act.

Ford Motor Company has decided that a defect, which relates to motor vehicle safety, exists in all 2002 through 2004 Escape vehicles.

We apologize for this situation and want to assure you that, with your assistance, we will correct this condition. Our commitment, together with Ford dealers, is to provide you with the highest level of service and support.

**What is the issue?** On your vehicle, it is possible that the accelerator cable may prevent the throttle from returning to the idle position, possibly resulting in elevated engine speeds while driving. An unexpected increase in engine idle speed may increase stopping distance and may result in a vehicle crash without warning.

**What will Ford and your dealer do?** Ford Motor Company and your dealer will replace the accelerator cable free of charge (parts and labor). We urge you to return to your dealer for this service.

**How long will it take?** The time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time.

**What are we asking you to do?** Please call your dealer without delay and request a service date for Recall 04S25. Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle. The VIN is printed near your name at the beginning of this letter.

If you do not already have a servicing dealer, you can access <http://www.genuinefilmservice.com> for dealer addresses, maps, and driving instructions.

**Please note: Federal law requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.**





**Liberty Mutual Fire Insurance Company**

5050 W Tilghman St Suite 200  
Allentown PA 18104  
Tel: (610) 398-9800 / (800) 521-0986

February 21, 2005

FORD MOTOR CO.  
PO BOX 6251  
DEARBORN MI 48121

RECEIVED

MAR 15 2005

OUR INSURED: [REDACTED]  
OUR CLAIM NUMBER: [REDACTED]  
YOUR INSURED: [REDACTED]  
YOUR CLAIM NUMBER: VIN 1FMCU93T54K  
DATE OF LOSS: 01/14/2004  
PLACE OF MAIN ST  
LOSS: RAMSEY, NJ



Dear CUSTOMER RELATIONSHIP CENTER:

Based on our investigation of this accident, we believe your Insured to be responsible for the damage to our Insured's vehicle. I have enclosed documentation to support the following subrogation claim:

<b>Amount we have paid</b>	\$	2042.83
<b>Salvage (if applicable)</b>	\$	0.00
<b>Our Insured's deductible</b>	\$	500.00
<b>Total amount of damages</b>	\$	2542.83

Please include our claim number on your check for the total amount of damages shown above and send your payment to my attention. If you have any questions, please contact me at the number listed above, extension 365.

Sincerely,

KAREN HOCH  
Subrogation Department

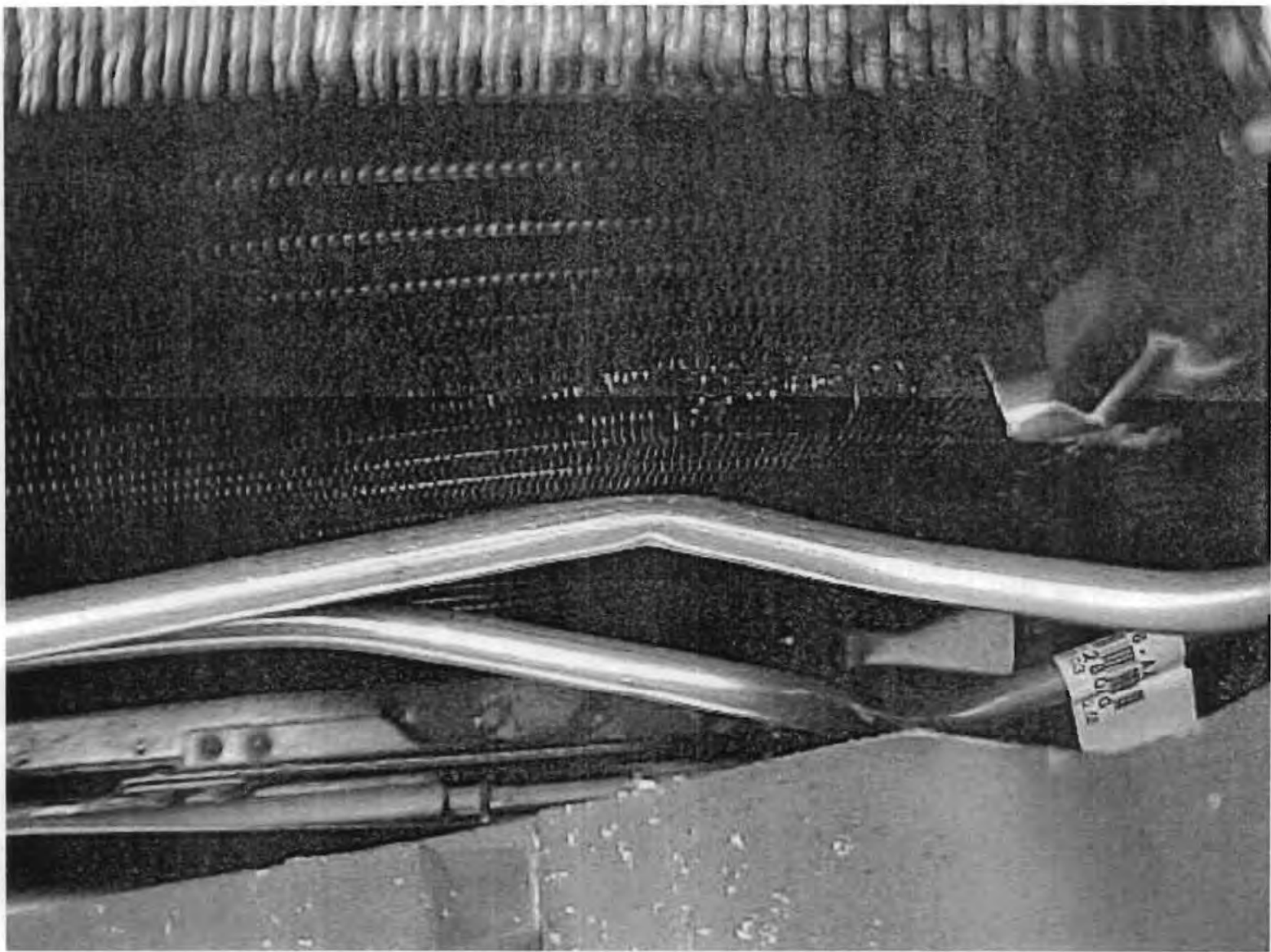
Enclosure

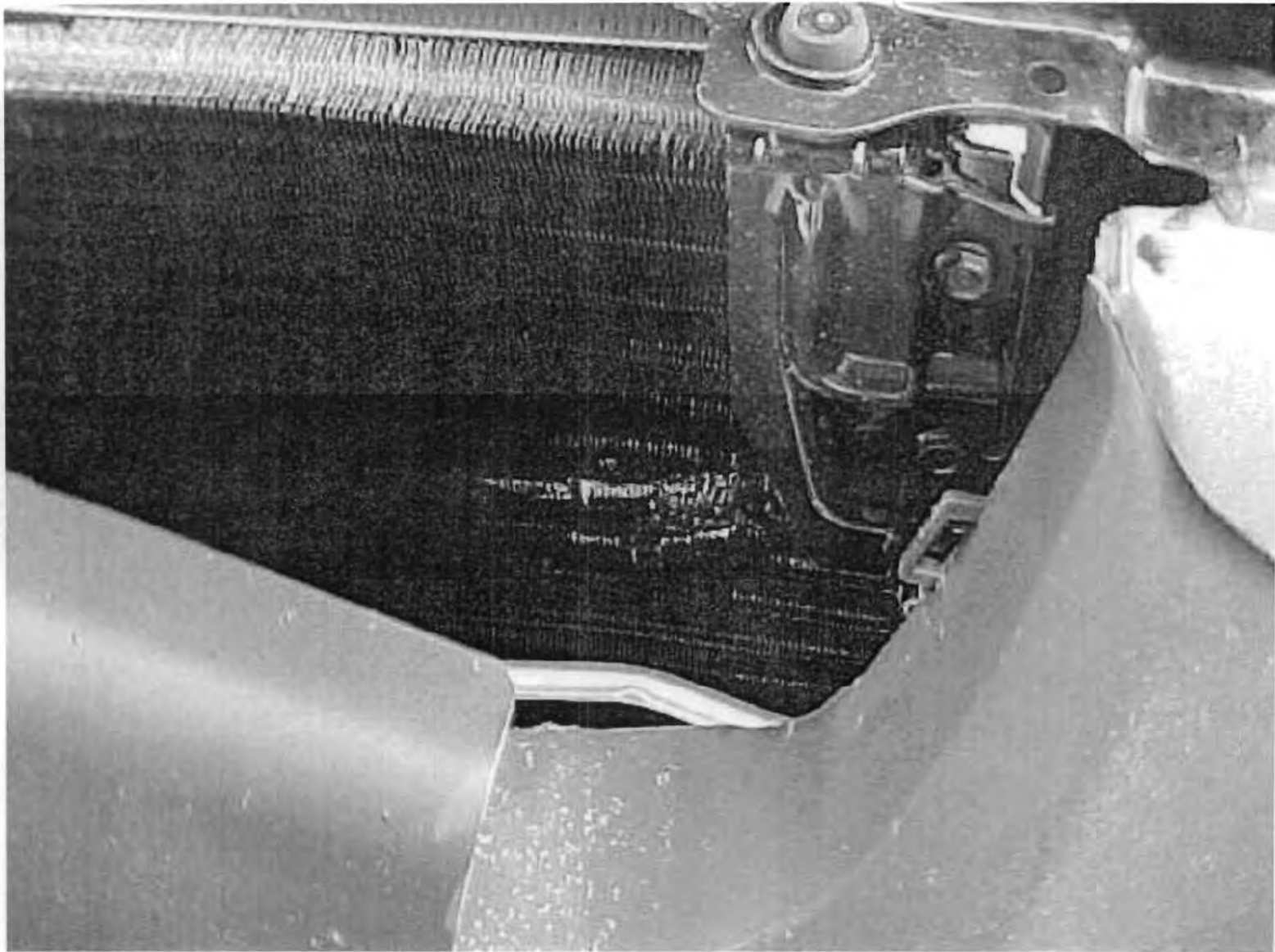














RECEIVED

APR 04 2005

March 21, 2005

Reference: Response to information request

To Whom It May Concern:

The following information is in response to the request placed by Andrew Chabot, Claims Analyst with Ford Motor Company referencing claim number [REDACTED]. Please see attached questions for the answers below:

1. December 23, 2004; Charlotte, North Carolina
2. The customer came in for an oil change. The customer parked the vehicle about 3 yards away from the bay door. Our employee got into the vehicle to move it closer to the bay. He started the vehicle, put it into drive and the vehicle suddenly accelerated and lunged forward through the closed overhead door.
3. N/A.
4. N/A
5. 2004 Ford Escape. VIN 1FMYU02154K [REDACTED]
6. Mileage at the time was 22,527
7. See photos
8. N/A
9. N/A
10. N/A
11. N/A
12. N/A
13. N/A
14. N/A
15. N/A
16. N/A
17. N/A

[REDACTED]  
Charlotte, NC [REDACTED]  
Phone [REDACTED] Fax [REDACTED]

[REDACTED]

18. N/A

19. No

20. Drive

21. Yes

22. Yes

23. Yes. Federated Insurance; phone number 704-542-5122. Company Claim Number [REDACTED] Agent name: Stephen Kramer. We turned in the claim on our insurance because there is a recall for the 2004 Ford Escape.

24. N/A

25. N/A

In addition, Hilbish Ford Lincoln located at 2600 Cannon Boulevard Kannapolis NC 28081-8839 (704) 938-3121 can be contacted for additional information pertaining to the recall on the above vehicle.

Should you need further information, please contact me as soon as possible.

Best regards,

[REDACTED]

[REDACTED]  
Charlotte, NC [REDACTED]  
Phone [REDACTED] • [REDACTED]



Mail Address: PO Box 471662 Charlotte, NC 28247-7180  
Phone: (704) 542-5122 Fax: (704) 542-5702 NAIC # 13935

CONSUMER AFFAIRS  
SECTION

5 FEB -2 P1:21

January 27, 2005

Ford Motor Company Consumer Affairs  
PO B x 6248  
MD-3NE-B  
Dearborn, MI 48126



Claim #: [REDACTED]  
Insured: [REDACTED]  
Date of Loss: 12/23/2004  
Cause of Loss: Ford Escape Accelerated into service bay door  
Vehicle Owner: [REDACTED]  
VIN: 1FMYU02154K [REDACTED]

Dear Sirs:

I am writing to put you on notice of a claim involving a 2004 Ford Escape which accelerated through a bay door at [REDACTED] Express Lube, 7740 Speedway Boulevard, Concord, NC. The vehicle was being moved by an employee when it surged forward through the closed door. The employee was unable to stop the vehicle. The Escape has been taken to Hilbish Ford body shop, Kannapolis, NC for repairs.

It has come to our attention that this Ford Escape is part of safety recall 04S25 issued in December 2004. It appears that this sudden acceleration safety issue was the cause of the above accident.

We provide property coverage for [REDACTED] and if we are called upon to make payment under that coverage we will be entitled to recover the amount of that payment from you. Please provide me with a name, address and telephone number so I can keep in contact as this claim is settled.

If you have any questions or comments please contact me.

Sincerely,

Stephen C. Kramer  
Field Claims Representative II

Cc: Ahmad Alrifai, Sam's Mart





























RECEIVED

JUN 22 2006

USAA CASUALTY INSURANCE COMPANY

RECALL ISSUES  
FORD MOTOR COMPANY  
PO BOX 6251  
DEARBORN, MI 48121

*New*

May 25, 2006

Policyholder: [REDACTED]  
Reference Number: [REDACTED]  
Date Of Loss: May 7, 2006  
Loss Location: Medford, New Jersey

TO WHOM IT MAY CONCERN:

As a result of the above incident, our insured's property was damaged in the amount of \$22,472.75. Our insured's 2003 Ford Escape was on your recall list for an accelerator cable replacement. Our insured was involved an automobile accident in which the accelerator pedal was non functional resulting in both property damage and bodily injury.

Our investigation reveals liability rests with you. We are subrogated to our insured's right of recovery against you to the extent of our payment. Our insured has no authority to give you a release for any portion of this loss for which we have paid.

The attached form needs to be completed and returned to us. However, if you were not insured please forward your certified check or money order made payable to USAA. Also, show the reference number above on your check. Please call me if you would like to discuss a payment plan.

If you wish to discuss this matter, please contact me.

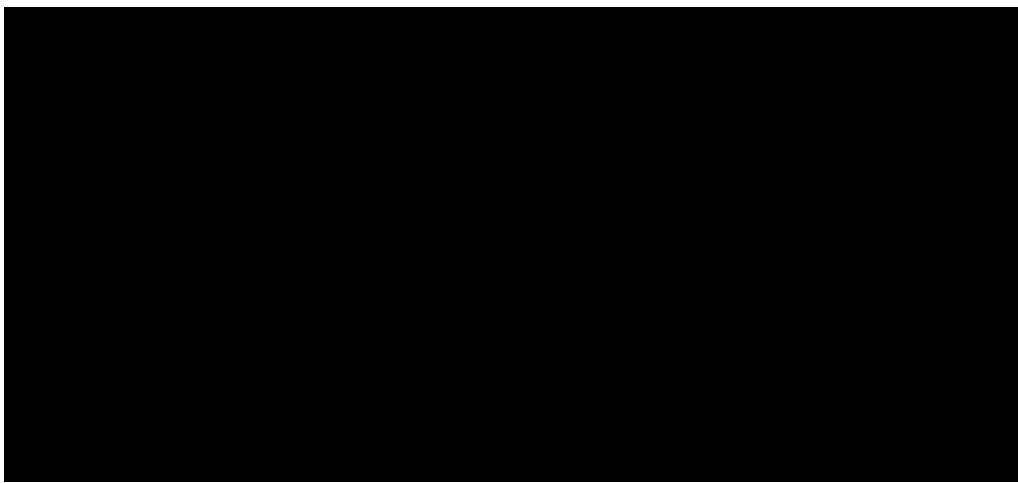
Sincerely,

*Victoria J. Martinez*

Victoria T Martinez  
Casualty Claims Adjuster  
Northeast Region  
P.O. Box 33490  
San Antonio, Texas 78265  
Phone: 1-800-531-8222, ext 6-1479  
Fax Phone: 1-800-531-4581

Encl: 00792 Env

7930464 - 1 - NJ - 05/07/06 - 6845 - 52 - P123



BEGINNING OF CONTACT  
01/09/2009

VOICE OF THE CUSTOMER TRACKING SYSTEM

10.25.15

REGION: W2 SAN FRANCISCO	OGC ISSUE	CASE NBR: 0614360059
VIN: 1FMYU03112K [REDACTED]	ZONE: A01	OPENED: 01/05/2009
	ENGINE: 1	CLOSED: 01/05/2009
	VEH TYPE: T	

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MS		MI: [REDACTED]
ADDRESS: [REDACTED]	STATE: CA	ZIP: [REDACTED]
CITY: VALLEY SPRINGS	MODEL: ESCAPE XLT 4X2	
HOME PHONE: [REDACTED]	SALES CODE: F72518	P & A: 07816
MODEL YEAR: 2002		
MILEAGE: 78000		
DEALER NAME: THE NEW JACKSON FOR		
REASON CODE: 0796 LEGAL - ALLEGED INJURY		
SYMPTOMS: 612500 SURGE ACCELERATION		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
 ACTION: 705 - CONTACT ADVANCED TO OGC  
 DOCUMENT: ANALYST: ACAMP113 ANDREA CAMPBELL (ACAMP113)

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

JAN 09 2009

OFFICE OF THE  
GENERAL COUNSEL

DATE: 01/05/2009 TIME: 17.03.55:  
ACTION DATA/COMMENTS:

CUSTOMER SAID: -DATE OF ACCIDENT: 11/6/2008-VEH WAS STOPPED AND WAS 5 OR 6 FEET IN FRONT OF THE GARAGE-THE EMERGENCY BRAKE WAS ON CUST FOOT WAS ON THE BRAKE-WHEN CUST PUT THE VEH INTO DRIVE THE VEH TOOK OFF-THE VEH WENT THROUGH 2 GARAGE DOORS AND TOOK OUT A COUPLE OF TABLE SAWS AND A PILE OF MARBLE TILE AND WOOD-THE REFRIGERATOR WAS ALSO DAMAGED IN THE ACCIDENT-CUST SPINAL COLUMN IS MESSED UP-CUST HURT HER ELBOW-NO POLICE REPORT WAS FILED-CLAIM WAS FILED WITH THE INSURANCE COMPANY-VEH IS TOTALLED-CUST STATES THAT SHE DOES NOT WANT ANYONE ELSE TO GET HURT-CUST IS WANTING THIS TO BE DOCUMENTED-CUST STATES THAT SHE HAS SPOKE TO A COUPLE OF OTHER PEOPLE WHO HAVE HAD THE SAME CONCERN WITH THE VEH SURGING-CUST THINKS THAT THE INSURANCE COMPANY IS PURSUING CLAIMS AGAINST FORD FOR REIMBURSEMENT----- VALLEY SPRINGS, CA [REDACTED] HOME #: [REDACTED] DEALER SAID: -NONEC RC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE

FLORIDA TRAFFIC CRASH REPORT  
LONG FORM

MAIL TO: DEPT OF HIGHWAY SAFETY & MOTOR VEHICLES, TRAFFIC CRASH  
RECORDS, 602 N. KIRKMAN BRIDLE, TALLAHASSEE, FL 32309-0027

DO NOT WRITE IN THIS SPACE

Section 1 Vehicle	DATE OF CRASH 5/15/2008		TIME OF CRASH 03:11 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		TIME OFFICER NOTIFIED 3:16 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		TRAFFIC OFFICER ARRIVED 3:27 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		INVEST. AGENCY REPORT NUMBER [REDACTED]		HEAVY CRASH REPORT NUMBER 77071866				
	COUNTY/CITY CODE 10 / 38		FEET (MILES) [REDACTED]		CITY OR TOWN FT. LAUDERDALE		(Check if in City or Town)		COUNTY Broward						
	STANDARD NO. [REDACTED]		FEET (MILES) [REDACTED]		FROM ROAD NO. [REDACTED]		ROAD NO. NO. OF LANES 10		DIVIDED 1		ON STREET, ROAD OR HIGHWAY I-95 SR-3				
ATTN: INTERSECTION OF (Road, Street or Highway)		FEET [REDACTED]		MILEAGE .50		FROM INTERSECTION OF (Avenue, Road or Highway) SR-816 OAKLAND PARK BLVD									
Section 2 Vehicle	DRIVER ACTION 1. Operator 2. Hit & Run 3. N/A		YEAR 03		MAKE LINC		TYPE 01		USE 01		VEHICLE IDENTIFICATION NUMBER 1LNHMS3W44Y [REDACTED]		<input type="checkbox"/> Undercarriage <input type="checkbox"/> 19 Overhaul <input type="checkbox"/> 20 Wheel/Hub <input type="checkbox"/> 21 Trailer <input type="checkbox"/> 22 Other		
	TRAILER OR TOWED VEHICLE INFORMATION		TRAILER TYPE		EST. MPH 65		POSTED SPEED 65		EST. VEHICLE DAMAGE \$ 10,000		1. Dismantling 2. Functional 3. No Damage		EST. TRAILER DAMAGE 01		
	MOTOR VEHICLE INSURANCE COMPANY (LIABILITY OR PIP)		POLICY NUMBER		VEHICLE REMOVED BY:		1. Tow Station List 2. Tow Owner's Request 3. Other		3. Driver 4. Other		01				
Section 3 Pedestrian	NAME OF VEHICLE OWNER (Check Box V Same As Driver)		CURRENT ADDRESS (Number and Street)		CITY AND STATE		ZIP CODE								
	<input checked="" type="checkbox"/> SAME AS DRIVER														
	NAME OF OWNER (Trailer or Towed Vehicle)		CURRENT ADDRESS (Number and Street)		CITY AND STATE		ZIP CODE								
NAME OF MOTOR CARRIER (Commercial vehicle Only)		CURRENT ADDRESS (Number and Street)		CITY, STATE AND ZIP CODE		US DOT or ICC MC IDENTIFICATION NUMBERS									
NAME OF DRIVER (Take From Driver License) / PEDESTRIAN		CURRENT ADDRESS (Number and Street)		CITY & STATE / ZIP CODE		DATE OF BIRTH									
[REDACTED]		[REDACTED]		SPRING TER LAUDERHILL FL [REDACTED]		[REDACTED]									
DRIVER LICENSE NUMBER		STATE		DL TYPE		REG. EXP.		ALCOHOL TEST TYPE		RESULTS		ALCOHOL PHYS. DEF.		RES. RACE SEX HGT. S. EQUIP. EJECT	
[REDACTED]		FL		5		3		1 Blood 2 Urine 3 Hair 4 Saliva 5 Other		05		1 2 1 1		2 3 2 5 1	
HAZARDOUS MATERIALS BEING TRANSPORTED		PLACARDED		IF YES, INDICATE NAME OF HAZARDOUS MATERIAL FROM BOTTOM OF DIAMOND OR BOX ON PLACARD, AND 4 DIGIT NUMBER FROM BOTTOM OF DIAMOND		WAS HAZARDOUS MATERIAL SPILLED?		RECOMMEND DRIVER REEXAM. IF YES EXPLAIN IN NARRATIVE		DRIVER'S PHONE NO.					
1 Yes 2 No		2		2		2		2		2					
Section 4 Vehicle	DRIVER ACTION 1. Operator 2. Hit & Run 3. N/A		YEAR 03		MAKE FORD		TYPE 03		USE 01		VEHICLE IDENTIFICATION NUMBER 1FTEX17L3VN [REDACTED]		<input type="checkbox"/> Undercarriage <input type="checkbox"/> 19 Overhaul <input type="checkbox"/> 20 Wheel/Hub <input type="checkbox"/> 21 Trailer <input type="checkbox"/> 22 Other		
	TRAILER OR TOWED VEHICLE INFORMATION		TRAILER TYPE		EST. MPH 70		POSTED SPEED 65		EST. VEHICLE DAMAGE \$ 20,000		1. Dismantling 2. Functional 3. No Damage		EST. TRAILER DAMAGE 01		
	MOTOR VEHICLE INSURANCE COMPANY (LIABILITY OR PIP)		POLICY NUMBER		VEHICLE REMOVED BY:		1. Tow Station List 2. Tow Owner's Request 3. Other		3. Driver 4. Other		01				
NAME OF VEHICLE OWNER (Check Box V Same As Driver)		CURRENT ADDRESS (Number and Street)		CITY AND STATE		ZIP CODE									
<input type="checkbox"/> LEHMAN MAZDA		20700 NW 2ND AVE MIAMI FL 33169													
NAME OF OWNER (Trailer or Towed Vehicle)		CURRENT ADDRESS (Number and Street)		CITY AND STATE		ZIP CODE									
NAME OF MOTOR CARRIER (Commercial vehicle Only)		CURRENT ADDRESS (Number and Street)		CITY, STATE AND ZIP CODE		US DOT or ICC MC IDENTIFICATION NUMBERS									
NAME OF DRIVER (Take From Driver License) / PEDESTRIAN		CURRENT ADDRESS (Number and Street)		CITY & STATE / ZIP CODE		DATE OF BIRTH									
[REDACTED]		[REDACTED]		MIAMI FL [REDACTED]		[REDACTED]									
DRIVER LICENSE NUMBER		STATE		DL TYPE		REG. EXP.		ALCOHOL TEST TYPE		RESULTS		ALCOHOL PHYS. DEF.		RES. RACE SEX HGT. S. EQUIP. EJECT	
[REDACTED]		FL		5		3		1 Blood 2 Urine 3 Hair 4 Saliva 5 Other		05		1 1 2 2		1 3 1 4 1	
HAZARDOUS MATERIALS BEING TRANSPORTED		PLACARDED		IF YES, INDICATE NAME OF HAZARDOUS MATERIAL FROM BOTTOM OF DIAMOND OR BOX ON PLACARD, AND 4 DIGIT NUMBER FROM BOTTOM OF DIAMOND		WAS HAZARDOUS MATERIAL SPILLED?		RECOMMEND DRIVER REEXAM. IF YES EXPLAIN IN NARRATIVE		DRIVER'S PHONE NO.					
1 Yes 2 No		2		2		2		2		2					



**FLORIDA TRAFFIC CRASH REPORT**

NARRATIVE / DIAGRAM

MAIL TO: DEPT. OF HIGHWAY SAFETY & MOTOR VEHICLES TRAFFIC CRASH RECORDS SECTION, NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32309-0500

DO NOT WRITE IN THIS SPACE

TIME CAS NOTIFIED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	TIME EMS ARRIVED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	DATE OF CRASH 5/15/2008	COUNTY / CITY CODE 10 / 38	INVEST. AGENCY REPORT NUMBER [REDACTED]	HSW CRASH REPORT NUMBER 77071866
--	---	----------------------------	-------------------------------	--	-------------------------------------

(NARRATIVE)

V-1 just entered southbound I-95 from SR-816 and was in the right lane. V-2 was in the left inside lane. V-3 was in the left center lane and V-4 was in the center lane. Driver of V-1 attempted a lane change to the left. When she started her lane change she realized another vehicle was entering the same lane. Driver of V-1 over-corrected back to the right. V-1 left the road onto the right shoulder and then veered back into the travel lanes while entering a counter clockwise rotation. V-1 skidded across all 5 lanes of I-95 backwards and then entered the path of V-2. V-2's front collided with the right rear of V-1 causing V-2 to enter the left shoulder. Driver of V-3 and V-4 saw the crash taking place in front of them and started to slow. Driver of V-3 veered to the right slightly away from the crash and entered the path of V-4. The driver of V-4 locked up his brakes in attempt to avoid V-3, however, due to the weight of his load he was unable to avoid him. V-4's left front collided with the right rear of V-3. V-4's driver lost control of the truck and trailer which veered to the left towards the wall while starting to jackknife. V-4 and it's trailer collided with the right side of V-2 on the left shoulder spilling large chunks of concrete into the northbound lanes and also gravel out of the trailer into the southbound lanes. The topper on the bed of V-2 was also found in the northbound lanes of I-95. Contributing Cause - Driver/Ped #77 = Due Care - failure to maintain control of vehicle.

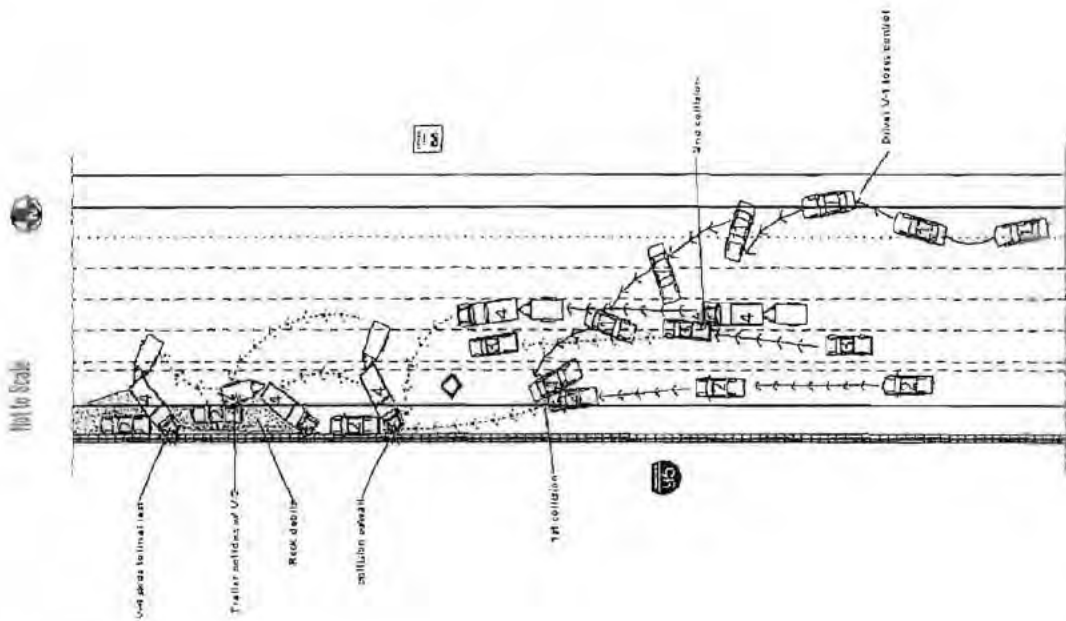
SECT#	PASS#	PASSENGER'S NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
3	02	[REDACTED]	[REDACTED]	MIAMI FL	[REDACTED]	[REDACTED]	3	1	8	1	1	1
3	01	[REDACTED]	[REDACTED]	MIAMI FL	[REDACTED]	[REDACTED]	3	1	3	1	2	5
SECT#	PASS#	PASSENGER'S NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SECT#	PASS#	PASSENGER'S NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SECT#	PASS#	PASSENGER'S NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SECT#	PASS#	PASSENGER'S NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT

Violator(s)	SECTION #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER
	SECTION #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER

WITNESS NAME (1)		CURRENT ADDRESS	CITY & STATE	ZIP CODE	WITNESS NAME (2)		CURRENT ADDRESS	CITY & STATE	ZIP CODE
FIRST AID GIVEN BY - (NAME)		1. Physician or Nurse 2. Paramedic or EMT 3. Police Officer			INJURED TAKEN TO:		BY - NAME		
OAKLNAD PARK RESC 2		NOVA DRIVE [REDACTED] FL [REDACTED]			02 BROWARD GENERAL		OAKLAND PARK 20		
WAS INVESTIGATION MADE AT SCENE? YES 1 NO 2	IF NO, THEN WHERE?	IS INVESTIGATION COMPLETE? YES 1 NO 2	IF NO, THEN WHY?	DATE OF REPORT	PHOTOS TAKEN 1 YES 2 NO	IF YES, BY WHOM? 1 INVEST. AGENCY 2 OTHER			
INVESTIGATOR - NAME & SIGNATURE		ID / BADGE NUMBER	DEPARTMENT		HHP <input checked="" type="checkbox"/> SU <input type="checkbox"/> CPD <input type="checkbox"/> OTHER <input type="checkbox"/>				
TPR. B.R. RADANOF		1259	FHP						

DIAGRAM

INDICATE NORTH  
WITH ARROW





# FLORIDA TRAFFIC CRASH REPORT

UPDATE  CONTINUATION

MAIL TO: DEPT. OF HIGHWAY SAFETY & MOTOR VEHICLES, TRAFFIC CRASH RECORDS SECTION, NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0500

DO NOT WRITE IN THIS SPACE

DATE OF CRASH 5/15/2008		COUNTY CODE 10/38	INVEST. AGENCY REPORT NUMBER [REDACTED]	HSMV CRASH REPORT NUMBER [REDACTED]										
DRIVER ACTION 1 Position 2 HS & Plus 3 N/A 03	YEAR 06	MAKE CHEV	TYPE 04	USE 01	VEH LICENSE NUMBER N9071M	STATE FL	VEHICLE IDENTIFICATION NUMBER 1GBM7C1378F [REDACTED]	16 Undercarriage 17 Chassis 18 Wheelwell 19 Tire						
TRAILER OR TOWED VEHICLE INFORMATION TRAILER TYPE 03		EASD	TRAILER TYPE 06	VEH LICENSE NUMBER 0035CA	STATE FL	VEHICLE IDENTIFICATION NUMBER 4V2DT122631 [REDACTED]	SHOW FIRST PORT OF VEHICLE DAMAGE AND CONDS (CIRCLED AREAS)	10 Undercarriage 11 Chassis 12 Wheelwell 13 Tire						
VEHICLE TRAVELING DIRECTION X N [ ] S [ ] W [ ] E I-95		EST. MPH 65	EST. VEHICLE DAMAGE 1 Disabled 2 Functional 3 No Damage 65	EST. TRAILER DAMAGE 1 Disabled 2 Functional 3 No Damage 01	\$ 30,000	\$ 1,500	14							
MOTOR VEHICLE INSURANCE COMPANY (LIABILITY OR FP) OLD REPUBLIC INS CO		POLICY NUMBER [REDACTED]		VEHICLE REMOVED BY: 1 Tow Reason List 2 Tow Owner's Request 3 Driver 4 Other 01										
NAME OF VEHICLE OWNER (Check if Same As Driver) [ ] TRANS TECH ELECTRIC		CURRENT ADDRESS (Number and Street) 4380 ST JOHNS PKWY #140		CITY AND STATE SANFORD FL	ZIP CODE 32771									
NAME OF OWNER (Trailer or Towed Vehicle) TRANS TECH ELECTRIC		CURRENT ADDRESS (Number and Street) 4380 ST JOHNS PKWY #140		CITY AND STATE SANFORD FL	ZIP CODE 32771									
NAME OF MOTOR CARRIER (Commercial Vehicle Only) TRANS TECH ELECTRIC		CURRENT ADDRESS (Number and Street) 4380 ST JOHNS PKWY #140		CITY, STATE AND ZIP CODE SANFORD FL 32771	US DOT or ICC MC IDENTIFICATION NUMBERS 00428792									
NAME OF DRIVER (Take From Driver License) / PEDESTRIAN [REDACTED]		CURRENT ADDRESS (Number and Street) MIAMI FL		CITY, STATE & ZIP CODE [REDACTED]	DATE OF BIRTH [REDACTED]									
DRIVER LICENSE NUMBER [REDACTED]		STATE FL	DL REG TYPE 1	EXP. DATE 05	SAC TEST 1 Vision 2 Blood 3 Alcohol 4 Physical 5 None	RESULTS [REDACTED]	AL / DRUG 1	PHYS DEF. 1	RES 2	RACE 3	SEX 1	HU. 3	S. EQUIP. 2	ELECT. 1
HAZARDOUS MATERIALS BEING TRANSPORTED 1 Yes 2 No 2		PLACARDED 1 Yes 3 No 2		IF YES, INDICATE NAME OF 4 DIGIT NUMBER FROM DIAMOND OR BOWTIE HAZARDOUS MATERIAL SPILLED ON PLACARD, AND 1 DIGIT NUMBER FROM BOTTOM OF DIAMOND. 1 Yes 2 No 2		RECOMMEND DRIVER RE-EXAM IF YES EXPLAIN IN NARRATIVE 1 Yes 2 No 2		DRIVER'S PHONE NO. [REDACTED]						
DRIVER ACTION 1 Position 2 HS & Plus 3 N/A [ ]	YEAR	MAKE	TYPE	USE	VEH LICENSE NUMBER	STATE	VEHICLE IDENTIFICATION NUMBER	16 Undercarriage 17 Chassis 18 Wheelwell 19 Tire						
TRAILER OR TOWED VEHICLE INFORMATION		TRAILER TYPE		VEHICLE TRAVELING DIRECTION N [ ] S [ ] W [ ] E		EST. MPH [ ]	EST. VEHICLE DAMAGE 1 Disabled 2 Functional 3 No Damage [ ]	EST. TRAILER DAMAGE 1 Disabled 2 Functional 3 No Damage [ ]	SHOW FIRST PORT OF VEHICLE DAMAGE AND CONDS (CIRCLED AREAS)					
MOTOR VEHICLE INSURANCE COMPANY (LIABILITY OR FP)		POLICY NUMBER		VEHICLE REMOVED BY: 1 Tow Reason List 2 Tow Owner's Request 3 Driver 4 Other [ ]										
NAME OF VEHICLE OWNER (Check if Same As Driver)		CURRENT ADDRESS (Number and Street)		CITY AND STATE	ZIP CODE									
NAME OF OWNER (Trailer or Towed Vehicle)		CURRENT ADDRESS (Number and Street)		CITY AND STATE	ZIP CODE									
NAME OF MOTOR CARRIER (Commercial Vehicle Only)		CURRENT ADDRESS (Number and Street)		CITY, STATE AND ZIP CODE	US DOT or ICC MC IDENTIFICATION NUMBERS									
DRIVER (Specify as on Driver License) / Pedestrian		CURRENT ADDRESS (Number and Street)		CITY & STATE / ZIP CODE	DATE OF BIRTH									
DRIVER LICENSE NUMBER		STATE	DL REG TYPE	EXP. DATE	SAC TEST	RESULTS	AL / DRUG	PHYS DEF.	RES	RACE	SEX	HU.	S. EQUIP.	ELECT.
HAZARDOUS MATERIALS BEING TRANSPORTED		PLACARDED		IF YES, INDICATE NAME OF 4 DIGIT NUMBER FROM DIAMOND OR BOWTIE HAZARDOUS MATERIAL SPILLED ON PLACARD, AND 1 DIGIT NUMBER FROM BOTTOM OF DIAMOND.		RECOMMEND DRIVER RE-EXAM IF YES EXPLAIN IN NARRATIVE		DRIVER'S PHONE NO.						
PROPERTY DAMAGED - OTHER THAN VEHICLES		EST. AMOUNT	OWNER'S NAME		ADDRESS	CITY	STATE	ZIP						
PROPERTY DAMAGED - OTHER THAN VEHICLES		EST. AMOUNT	OWNER'S NAME		ADDRESS	CITY	STATE	ZIP						
PROPERTY DAMAGED - OTHER THAN VEHICLES		EST. AMOUNT	OWNER'S NAME		ADDRESS	CITY	STATE	ZIP						
PROPERTY DAMAGED - OTHER THAN VEHICLES		EST. AMOUNT	OWNER'S NAME		ADDRESS	CITY	STATE	ZIP						
WITNESS NAME (1)		CURRENT ADDRESS	CITY & STATE	ZIP CODE	WITNESS NAME (2)		CURRENT ADDRESS	CITY & STATE	ZIP CODE					
WAS INVESTIGATION MADE AT SCENE? 1 Yes [ ] 2 No [ ]		IF NO, THEN WHERE?		INVESTIGATION COMPLETE? 1 Yes [ ] 2 No [ ]		IF NO, THEN WHY?		DATE OF REPORT 5/15/2008	PHOTOS TAKEN? 1 Yes [ ] 2 No [ ]	IF YES, BY WHOM? 1 Investigating Agency [ ] 2 Other [ ]				
INVESTIGATOR - RANK AND SIGNATURE TPR. B.R. RADANOF		ID / BADGE NUMBER 1259	DEPARTMENT FHP		FHP [ ] SO [ ] CPD [ ] OTHER [ ]									

CONTRIBUTING CAUSES - DRIVER / PEDESTRIAN		VEHICLE DEFECT		VEHICLE MOVEMENT		VEHICLE SPECIAL FUNCTIONS						
01 No Inproper Driving Action	4	01 No Defects	4	01 Straight Ahead	4	1 None						
02 Careless Driving (Explain in Narrative)		02 Def. Brakes		02 Starting / Stopped / Stalled		2 Farn						
03 Failed to Yield Right-of-Way	77	03 Worn / Smooth Tires	01	03 Making Left Turn	01	3 Police Pursuit	1					
04 Inproper Backing		04 Defective / Inproper Lights		04 Backing Up		4 Recreational						
05 Inproper Lane Change		05 Broken / Burnout		05 Making Right Turn		5 Emergency Operation						
06 Inproper Turn		06 Steering Mech.		06 Changing Lanes	11 Parking	6 Construction / Maintenance						
07 Alcohol-Under Influence		07 Windshield Wipers	77 (Explain in Narrative)	07 Entering/Leaving Parking Space	12 Driveless or Partially Vail.	SOURCE OF CARRIER INFORMATION						
08 Drugs & Alcohol/Under Influence		08 Equipment / Vehicle Defect		08 Property Parked	77 (Explain in Narrative)	1 Not Applicable	4					
09 Followed Too Closely	18 Inproper Lead	POINT OF COLLISION		09 Improperly Parked		2 Shipping Papers	3					
10 Disobeyed Traffic Signal	20 Obstructed Other Traffic Control	1 On Road	4	10 Making U-Turn		3 Vehicle Size						
11 Exceeded Safe Speed Limit	21 Entering Wrong Side / Way	2 Not On Road				4 Driver						
12 Disobeyed Stop Sign	22 Flaring Pollen	3 Shoulder	01	PEDESTRIAN ACTION								
13 Failed to Maintain Right of Vehicle	23 Vehicle Mud/Spl	4 Median		01 Crossing Not at Intersection	07 Working in Road	77 All Other (Explain)	4					
14 Inproper Passing	24 Driver Inattention - Explain in Narrative	5 Turn Lane / Shift Lane		02 Crossing at Mid-Block Crosswalk	08 Working/Playing in Road	88 Unknown						
15 Crossed Left of Center	25 Driver Inattention - Explain in Narrative	6 Shoulder	01	03 Crossing at Intersectio								
16 Exceeded Speed Limit	77 All Other (Explain)	77 All Other (Explain)		04 Walking Along Road with Load								
18 Obstructing Traffic		01 None		05 Walking Along Road Against Traffic								
		02 Headed		06 Working on Traffic in Road								
		03 Broken										
FIRST / SUBSEQUENT HARMFUL EVENTS												
01 Collision With MV in Transport (Rear End)	15 Collision with Animal	29 MV Ran into Ditch / Culvert	4									
02 Collision With MV in Transport (Head-on)	16 MV Hit Sign / Sign Post	30 Ran Off Road / Into Water		01								
03 Collision With MV in Transport (Angle)	17 MV Hit Utility Pole / Light Pole	31 Obstructed		03								
04 Collision With MV in Transport (Left Turn)	18 MV Hit Guardrail	32 Occupant Fell From Vehicle										
05 Collision With MV in Transport (Right Turn)	19 MV Hit Fence	33 Tractor / Trailer Jackknifed										
06 Collision With MV in Transport (Side-swipe)	20 MV Hit Concrete Barrier Wall	34 Fire										
07 Collision With MV in Transport (Struck Item)	21 MV Hit Bridge / Pier / Abutment / Rail	35 Explosion										
08 Collision With Parked Car	22 MV Hit Tree / Shrubby	36 Downhill Runaway										
09 Collision with MV on Other Roadway	23 Collision with Construction Barricade Sign	37 Cargo Loss or Shift										
10 Collision with Pedestrian	24 Collision with Traffic Gate	38 Separation of Units										
11 Collision with Bicycle	25 Collision with Crash Attenuator	39 Median Crossover										
12 Collision with Bicycle (Bike Lane)	26 Collision with Fixed Object Above Road	77 All Other (Explain in Narrative)										
13 Collision with Moped	27 MV Hit Other Fixed Object											
14 Collision with Train	28 Collision with Movable Object on Road											
(ADDITIONAL NARRATIVE)												
ADDITIONAL PASSENGERS												
SEC#	PASS#	PASSENGERS NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SEC#	PASS#	PASSENGERS NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SEC#	PASS#	PASSENGERS NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SEC#	PASS#	PASSENGERS NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SEC#	PASS#	PASSENGERS NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
SEC#	PASS#	PASSENGERS NAME	CURRENT ADDRESS	CITY & STATE	ZIP CODE	DATE OF BIRTH	RACE	SEX	LOC	INJ	S. EQUIP	EJECT
Violators(s)												
SECTION #	NAME OF VIOLATOR			FL STATUTE NUMBER	CHARGE			CITATION NUMBER				
SECTION #	NAME OF VIOLATOR			FL STATUTE NUMBER	CHARGE			CITATION NUMBER				



# Allied Insurance

A Nationwide® Company  
On Your Side™

Pacific Coast Regional Office  
P.O. Box 13200  
Sacramento, CA. 95813-3200  
1-800-552-2437

To: [Redacted]

November 18, 2008

[Redacted]  
Valley Springs, CA [Redacted]

Registered Owner	[Redacted]	Year:	2002
Claim Number:	[Redacted]	Make/Model:	Ford
Settlement Amount	\$7,093.17	Vin:	1FMYU03112K [Redacted]
Date of Loss:	11/6/2008	Mileage:	79,369

Dear: [Redacted]

Enclosed you will find the evaluation report concerning the actual cash value of your vehicle. As per California Insurance Code Regulations the following information explaining the claim settlement and your vehicle's value is being provided.

**THESE FIGURES ARE FOR OWNER RETAINED SALVAGE**  
The actual cash value has been determined by:

CCC Analysis Valuation Report #: 40482712

**The total loss settlement amount of your claim is:**

Actual Cash Value:		\$	8,347.00
Sales tax:	7.250%	\$	605.16
DMV transfer fees:		\$	15.00
Salvage Certificate (If applicable):		\$	17.00
Less Salvage (if applicable):		\$	1,763.16
Less Sales Tax 7.250%		\$	127.63
Gross Settlement		\$	7,093.17
Less Deductible (If applicable):		\$	
Other Deductions		\$	
<b>Net Total Loss Settlement to Vehicle Owner:</b>		\$	<b>7,093.17</b>

The company will discontinue paying for your rental car on: 11/22/2008

Ken Willock

Master Claims Representative  
AMCO Insurance Company  
(800) 552-2437 Ext 6964  
Pacific Coast Regional Office

MD Claims Team

You may be contacted  
to rate my service.  
I want to be a "10"  
My goal is to exceed your  
expectations. If I have failed  
to do so, please tell me how I  
may serve you better.



306.26 (02-02) 8

Photo Gallery - Page 1

Provided By: AutoClaims Direct, Inc.  
Claim #: [REDACTED]  
DirectLink #: CA0811-10166

11/13/2008 03:33pm CST

[Print Gallery](#)



Provided By: AutoClaims Direct, Inc.  
Claim #:  
DirectLink #: CA0811-10166

11/13/2008 03:33pm CST



Provided By: AutoClaims Direct, Inc.  
Claim #: [REDACTED]  
DirectLink #: CA0811-10166

11/13/2008 03:33pm CST





Office of the General Counsel

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

January 12, 2009

[Redacted]  
Valley Springs, CA [Redacted]

Re: 2002 Escape

Dear [Redacted]:

Recently the Office of the General Counsel of Ford Motor Company was made aware of your recent contact to our Customer Relations Center in regards to the above vehicle. We thank you for the opportunity to address this concern in a timely manner.

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

In order to evaluate this matter, we request that you provide us with all the following information by completing and returning this form:

1. Please provide a copy of each of the following documents and check the box indicating that each item is attached.
  - A copy of the police/fire report. If a police/fire report was not made, attach a separate sheet of paper providing a complete description of the incident.
  - Medical records for each person alleged injured from all treating physicians/facilities
  - Medical bills for each person alleged injured from all treating physicians/facilities.
  - Original photographs or laser copies of the vehicle's collision/fire damage from several different angles.
  - Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas.
  - Repair estimate or repair order  
OR
  - Total loss worksheet with copies of draft payments
  - Complete service history for vehicle including tune ups and oil changes.

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

Name: [Redacted] Name: \_\_\_\_\_

Address: [Redacted] Address: \_\_\_\_\_

Valley Springs, CA

[Redacted]

Spouse's Name: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_  
 DOB: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Soc Security#: \_\_\_\_\_ Soc Security#: \_\_\_\_\_  
 Occupation: \_\_\_\_\_ Occupation: \_\_\_\_\_  
 Injury: \_\_\_\_\_ Injury: \_\_\_\_\_

3. Please specify what you believe is defective, if anything, with your vehicle.

4. See photos

4. Has the alleged defective vehicle/part been repaired or replaced?  Yes  No  
 Total loss.

5. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).

6. Has an insurance company been advised of this incident?  Yes  No  
 If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

Nationwide Insurance, Stephanie Henderson, 1100 Locust St.  
 Dept 2019, Des Moines IA 50391 claim # [REDACTED]

7. What are you seeking from Ford Motor Company in this matter?  
 B. Subrogation from insurance company \$ ~~10000~~ ~~10000~~ ~~10000~~ total  
 6949.16

**Please note that we need all the information requested above to evaluate this matter. Your concern will not be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.**

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

Should you decide to pursue a claim against Ford Motor Company, please be advised that all necessary steps should be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial.

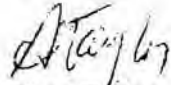
If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to



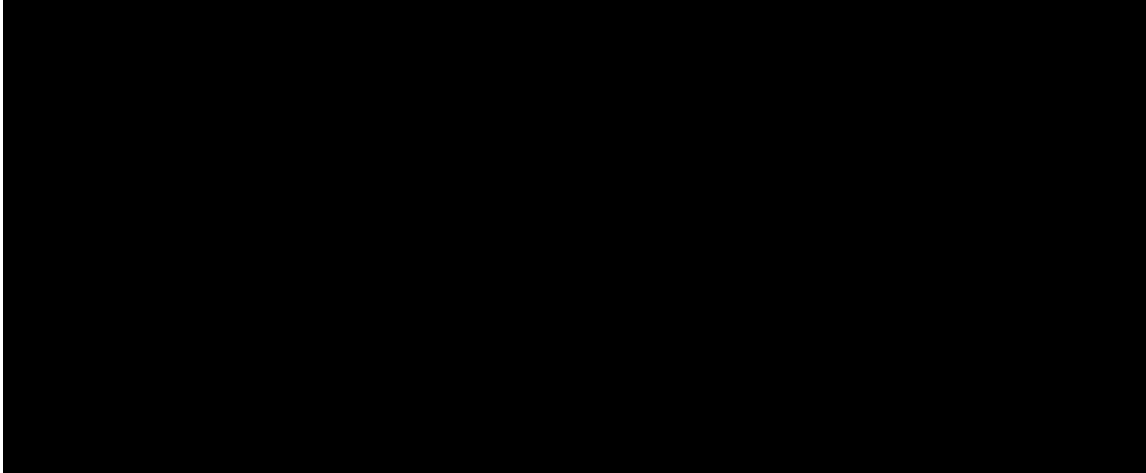
- 3 -

perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Sincerely,



Alma Taylor  
Claims Analyst



[REDACTED]  
Baltimore, MD [REDACTED]

Plaintiff

v.

FORD MOTOR COMPANY  
c/o CT Corporation  
300 East Lombard Street  
Baltimore, MD 21202

Defendant

IN THE CIRCUIT COURT FOR  
BALTIMORE COUNTY

CASE NO: \_\_\_\_\_

**COMPLAINT AND STATEMENT OF FACTS**

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

2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conduct business in the State of Maryland, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation, 300 East Lombard Street, Baltimore, MD 21202.

3. On or about June 06, 2002, Plaintiff purchased a new 2002 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMYU01162K [REDACTED].

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$44,557.84. 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.

**COUNT I**  
**MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT ACT**

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

11. Plaintiff is a "Consumer" as defined by §14-1501(b) of the Commercial Law article of the Annotated Code of Maryland (hereinafter the "Code").

12. Defendant is a "Manufacturer" as defined by §14-1501(e) of the Code.

13. North Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by §14-1501(b) of the Code.

14. On or about June 06, 2002, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by §14-1502 et seq., which substantially impair the use and/or market value of the vehicle.

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

16. Section §14-1502(c)(1) of the Maryland Automotive Warranty Enforcement Act (hereinafter the "Maryland Lemon Law") provides:

If, during the warranty period, the manufacturer of factory branch, its agent, or its authorized dealer is unable to repair or correct any defect or condition that substantially impairs the use and market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer or factory branch, at the option of the consumer, shall: (i) replace the motor vehicle with a comparable motor vehicle to the consumer; or (ii) accept return of the motor vehicle from the consumer and refund to the consumer the full purchase price including all license fees, registration fees, and any similar governmental charges, less: (1) a reasonable allowance for the consumer's use of the vehicle not to exceed fifteen (15) percent of the purchase price; and (2) a reasonable allowance for damage not attributable to normal wear but not to include damage resulting from a nonconformity, defect, or condition.

17. Section §14-1502(d) of the Maryland Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity, defect, or condition has been subject to repair four (4) or more times by the manufacturer or factory branch, or its agents or authorized dealers, within the warranty period but such nonconformity, defect, or condition continues to exist; or
- (2) The vehicle is out of service by reason of repair of one (1) or more nonconformities, defects, or conditions for a cumulative total of thirty (30) or more days during the warranty period.

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

19. 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.

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

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

22. The first documented warranty repair attempt is believed to have occurred on or before April 17, 2003, when the vehicle odometer showed 10,101 miles. On that date, repair attempts were made to the powertrain and charging system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

23. The second documented warranty repair attempt is believed to have occurred on or before July 07, 2003, when the vehicle odometer showed 12,449 miles. On that date, repair attempts

were made to the charging system, and evaporative system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

24. The third documented warranty repair attempt is believed to have occurred on or before June 23, 2004, when the vehicle odometer showed 29,305 miles. On that date, repair attempts were made to the gas pedal, start steering column, transmission and steering gear. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

25. The fourth documented warranty repair attempt is believed to have occurred on or before July 01, 2004, when the vehicle odometer showed 29,874 miles. On that date, repair attempts were made to the transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

26. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "F".

27. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements.

28. Plaintiff avers that such itemized statements, which were not provided also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

29. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide notification.

30. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of §14-1502 of the Code.

31. Pursuant to §14-1502(h) and (l), Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

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

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

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

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

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

36. 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.

37. 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.

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

39. 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.

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

41. 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.

42. 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.

43. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

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

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

**COUNT III**  
**MARYLAND CONSUMER PROTECTION ACT**

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

46. Plaintiff is a "Consumer" as defined by §13-101(c) of the Code.

47. Defendant is a "Person" as defined by §13-101(h) of the Code.

48. The subject vehicle is a "Consumer good" as defined by §13-101(d) of the Code.

49. The Code defines "Consumer goods" as goods which are primarily for personal, household, family, or agricultural purposes.



50. Section 14-1504 of the Maryland Lemon Law provides that a violation of its provisions shall be considered an unfair and deceptive trade practice under Title 13 of the Commercial Law Article.

51. The Maryland Consumer Protection Act defines "unfair or deceptive trade practices" as:

- (1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- (2) Representation that:
  - (i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have;
  - (ii) A merchant has a sponsorship approval, status, affiliation, or connection which he does not have;
  - (iii) Deteriorated, altered, reconditioned, reclaimed, or secondhand consumer goods are original or new; or
  - (iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;
- (3) Knowingly false statement that a service, replacement, or repair is needed

52. Plaintiff avers that Defendant has violated these, as well as other provisions, of §13-101 et seq. of the Code.

53. Section 13-301(14)(xi) of the Code provides that a violation of the Automotive Warranty Enforcement Act is an automatic "unfair or deceptive trade practice" and, therefore, a violation of the Consumer Protection Act.

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

55. Section 13-408(a) of the Code authorizes consumers to bring an action to recover for injury or loss sustained by them as the result of a practice prohibited by the Consumer Protection Act.

56. Section 13-408(b) further allows consumers who are awarded damages to seek reasonable attorney's fees.

57. Section 2-714(2) of the Code defines the measure of damages for breach of warranty as "the difference at the time and place of acceptance between the value of the goods accepted and

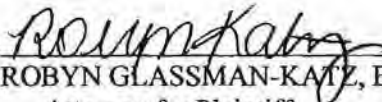
the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount.”

58. Section 2-715(1) of the Code authorizes the Court to award the Consumer incidental damages, including expenses reasonably incurred in the inspection, receipt, transportation and care and custody of goods rightfully rejected, as well as any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

59. Section 2-715(2) of the Code also authorizes the Court to award the Consumer consequential damages, which may include any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise and any injury to the person or property proximately resulting from any breach of warranty.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in the amount of Forty-Four Thousand Five Hundred Fifty-Seven And 84/100 Dollars (\$44,557.84), together with all collateral charges, attorneys' fees, and court costs.

KIMMEL & SILVERMAN, P.C.

By:   
ROBYN GLASSMAN-KATZ, ESQUIRE  
Attorney for Plaintiff  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888  
  
10451 Mill Run Circle, Suite 400  
Owings Mills, MD 21117  
(410) 356-8835

[REDACTED]  
Baltimore, ME [REDACTED]

Plaintiff

v.

FORD MOTOR COMPANY  
c/o CT Corporation  
300 East Lombard Street  
Baltimore, MD 21202

Defendant

IN THE CIRCUIT COURT FOR  
BALTIMORE COUNTY

CASE NO: \_\_\_\_\_

DEMAND FOR JURY TRIAL

Plaintiff demands to have this case tried by a jury.

KIMMEL & SILVERMAN, P.C.

By: Robyn Katz  
ROBYN GLASSMAN-KATZ, ESQUIRE  
Attorney for Plaintiff  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888

10451 Mill Run Circle, Suite 400  
Owings Mills, MD 21117  
(410) 356-8835

[REDACTED]  
Baltimore, MD [REDACTED]

Plaintiff

v.

FORD MOTOR COMPANY  
c/o CT Corporation  
300 East Lombard Street  
Baltimore, MD 21202

Defendant

IN THE CIRCUIT COURT FOR

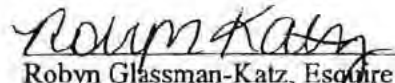
BALTIMORE COUNTY

CASE NO: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, ROBYN G. KATZ, Esquire, hereby certify that a true and correct copy of the foregoing Complaint was sent via Certified Mail on \_\_\_\_\_ to Defendant, addressed as follows:

FORD MOTOR COMPANY  
c/o CT Corporation  
300 East Lombard Street  
Baltimore, MD 21202

  
Robyn Glassman-Katz, Esquire  
Attorney for Plaintiff

Circuit Court for Baltimore County

City or County

CIVIL-NON-DOMESTIC CASE INFORMATION REPORT

Directions:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE

FORM FILED BY: [X] PLAINTIFF [ ] DEFENDANT CASE NUMBER: \_\_\_\_\_

CASE NAME: [Redacted] v Ford Motor Company

JURY DEMAND: [X] Yes [ ] No Anticipated length of trial: \_\_\_\_\_ hours or 2 days
RELATED CASE PENDING? [ ] Yes [X] No If yes, Case #(s), if known: \_\_\_\_\_

Special Requirements? [ ] Interpreter/communication impairment Which language \_\_\_\_\_
(Attach Form 1-332 if Accommodation or Interpreter Needed) Which dialect \_\_\_\_\_
[ ] ADA accommodation: \_\_\_\_\_

NATURE OF ACTION (CHECK ONE BOX)

DAMAGES/RELIEF

Grid with categories: TORTS, LABOR, REAL PROPERTY, OTHER, A. TORTS, B. CONTRACTS, C. NONMONETARY. Includes checkboxes for Motor Tort, Workers' Comp, Judicial Sale, etc.

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
A. Mediation [ ] Yes [ ] No C. Settlement Conference [X] Yes [ ] No
B. Arbitration [ ] Yes [ ] No D. Neutral Evaluation [ ] Yes [ ] No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.

[ ] 1/2 day of trial or less [ ] 3 days of trial time
[ ] 1 day of trial time [ ] More than 3 days of trial time
[ ] 2 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY.

Date 2/17/05 Signature [Handwritten Signature]

## BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.



### Expedited

Trial within 7 months of Defendant's response



### Standard

Trial - 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED \_\_\_\_\_

Signature

Date

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

### CIRCUIT COURT FOR BALTIMORE CITY (check only one)

- Expedited Trial 60 to 120 days from notice. Non-jury matters.
- Standard-Short Trial seven months from Defendant's response. Includes torts with actual damages up to \$7,500; contract claims up to \$20,000; condemnations; injunctions and declaratory judgments.
- Standard-Medium Trial 12 months from Defendant's response. Includes torts with actual damages over \$7,500 and under \$50,000, and contract claims over \$20,000.
- Standard-Complex Trial 18 months from Defendant's response. Includes complex cases requiring prolonged discovery with actual damages in excess of \$50,000.
- Lead Paint Fill in: Birthdate of youngest plaintiff \_\_\_\_\_
- Asbestos Events and deadlines set by individual judge.
- Protracted Cases Complex cases designated by the Administrative Judge.

### CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded.
- Liability is not conceded, but is not seriously in dispute.
- Liability is seriously in dispute.

### CIRCUIT COURT FOR BALTIMORE COUNTY

- Expedited Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, (Trial Date-90 days) District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- Standard Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud (Trial Date-240 days) and Misrepresentation, Intentional Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- Extended Standard Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury (Trial Date-345 days) Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product (Trial Date-450 days) Liabilities, Other Complex Cases.

**THIS IS A CONSUMER CREDIT SALE DOCUMENT**

**SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT**

BUYER'S NAME [REDACTED]	DATE OF CONTRACT 06/06/02
BUYER'S RESIDENCE OR PLACE OF BUSINESS [REDACTED] DUNDALK MD [REDACTED]	AGREEMENT No.
CO-BUYER'S NAME AND ADDRESS	

Stock No. **28002**  
 Source  
 Salesperson **BRUCE P SKRENC**  
 Date **JUN 6TH 2002**  
 Bus. Phone **(410) 625-8939**  
 Res. Phone **(410) 282-8080**

In this contract the words "we," "us" and "our" refer to the creditor (seller) named below or, upon any assignment, its assignee. The words "you" and "your" refer to the buyer and co-buyer if any named herein and to the heirs, executors, administrators and assigns of such buyer and co-buyer. We sell you the motor vehicle described below (the "vehicle") on credit. The credit price is shown below as the "Total Sale Price." The "Cash Price" is also shown below. By signing this contract you choose to buy the vehicle on credit and agree to pay the Amount Financed, along with a Finance Charge at the Annual Percentage Rate shown below on the unpaid principal balance of the Amount Financed, according to the schedules, terms and agreements shown on the front and back of this contract. If this contract is signed by a buyer and co-buyer, each is individually and together responsible for all agreements in the contract. You have received from the Seller a buyer's order, purchase order, bill of sale or similar document, and you agree that the terms of such document are incorporated into this contract by this reference.

**SEE OTHER SIDE FOR ADDITIONAL TERMS AND AGREEMENTS:**

NEW/USED	YEAR	MAKE	CYL.	DIESEL	GAS	OTHER	BODY STYLE	MODEL	ODOMETER READING	VEHICLE IDENTIFICATION NUMBER
NEW	2002	FORD	6	X			4DR	ESCAPE	10	1FMYU01162K [REDACTED]
	COLOR	TRIM		TIRES			TRANS	KEY NO.	LIC. NO.	R.O.S. NO.
	GRAY	W2					4AT	FA1627X		

**DISCLOSURES PURSUANT TO THE TRUTH-IN-LENDING ACT**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$ 5500.00
<b>19.99 %</b>	<b>\$ 16,401.84 (b)</b>	<b>\$ 22,653.00</b>	<b>\$ 39,057.84 (d)</b>	<b>\$ 24,557.84 (e)</b>

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
<b>71</b> Payments of	<b>542.47</b>	Monthly, beginning <b>JUL 6TH 2002</b>
One Final Payment of	<b>542.47</b>	<b>JUN 6TH 2008</b>

**SECURITY:** You are giving a security interest in the goods or property being purchased. (e) means an estimate  
**LATE CHARGES:** The charge for late payments is \$ 5 or 10 % of the payment amount that is past due, whichever is greater, for any payment not received within 15 days of the date it is due.  
**PREPAYMENT:** You may pay your contract in full at any time without penalty.  
 See the remainder of this document for any additional information about nonpayment, default and any required prepayment in full before the scheduled date.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulations may require a special buyers guide to be displayed on the window.

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

**LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTRARIA EN EL CONTRATO DE VENTA.**

**STATEMENT OF INSURANCE**

**NOTICE:** No person is required as a condition of financing the purchase of a motor vehicle to purchase, or negotiate, any insurance through a particular insurance company, agent or broker. You have requested Seller to include in the balance due under this contract the following insurance. Insurance is to expire WITH  BEFORE  AFTER  the due date of the final installment. Buyer requests Seller to procure insurance on the vehicle against fire, theft, and collision for the term of this contract. Any insurance will not be in force until accepted by the insurance carrier.

\$ N/A DED. COMP. FIRE & THEFT	PREMIUM
PROPERTY DAMAGE \$ N/A LIMITS N/A Mos. \$ N/A	
MEDICAL N/A	
<b>TOTAL VEHICLE INSURANCE PREMIUMS \$ N/A (b)</b>	

Name of Insurer **STATE FARM**  
 The foregoing declarations are hereby acknowledged.

06/06/02X X  
 DATE SELLER BUYER

**CREDIT INSURANCE AUTHORIZATION**  
 You voluntarily request the credit insurance checked below, if any, and understand that such insurance is not required. You acknowledge

**ITEMIZATION OF AMOUNT FINANCED**

A. Cash Price Motor Vehicle and Accessories	\$ 25000.00 (A)
1. Cash Price Vehicle	\$ 25000.00
2. Cash Price Accessories	N/A
B. Sales Tax	\$ 1,250.00 (B)
C. Luxury Tax	\$ N/A (C)
D. Service Contract (optional)**	\$ 1,200.00 (D)
* See Service Contract Box below	
E. Debt Cancellation Agreement (optional)	\$ 500.00 (E)
F. Tire Tax	\$ 5.00 (F)
G. Other <b>DOC FEE</b>	\$ 20.00 (G)
To whom paid: <b>GEORGE B. MORRIS, INC. P/A</b>	
H. Other	\$ N/A (H)
To whom paid	
<b>TOTAL CASH PRICE (1A to H)</b>	<b>\$ 27975.00 (1)</b>

A. Trade-In (Description)	
Yr. Make	
Model	N/A
V.I.N.	
Odometer	5000.00 (D)
D. Cash Downpayment	\$ 500.00 (E)
E. Manufacturer's Rebate	\$ 500.00 (E)
<b>TOTAL DOWNPAYMENT (2D + E)</b>	<b>\$ 500.00 (2)</b>
<b>NET CASH PRICE (1 minus 2)</b>	<b>\$ 27475.00 (3)</b>



OFFICIALS	\$ 153.00 (A)
	\$ 25.00 (B)
	\$ N/A (C)
	\$ N/A (D)
	\$ N/A (E)

See the remainder of this document for any additional information about nonpayment, default and any required prepayment in full before the scheduled date.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulations may require a special buyers guide to be displayed on the window.

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

**LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.**

**STATEMENT OF INSURANCE**

**NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase, or negotiate, any insurance through a particular insurance company, agent or broker.** You have requested Seller to include in the balance due under this contract the following insurance. Insurance is to expire WITH  BEFORE  AFTER  the due date of the final installment. Buyer requests Seller to procure insurance on the vehicle against fire, theft, and collision for the term of this contract. Any insurance will not be in force until accepted by the insurance carrier.

	Premium
\$ <u>N/A</u> DED. COMP. FIDE & THEFT <u>N/A</u>	<u>N/A</u>
PROPERTY DAMAGE \$ <u>N/A</u> LIMITS <u>N/A</u> Mos. \$ <u>N/A</u>	<u>N/A</u>
MEDICAL <u>N/A</u> <u>N/A</u> Mos. \$ <u>N/A</u>	<u>N/A</u>
<b>TOTAL VEHICLE INSURANCE PREMIUMS \$</b> <u>N/A</u>	<u>N/A</u> (a)

Name of Insurer STATE FARM  
The foregoing declarations are hereby acknowledged.

06/06/02X X  
DATE SELLER BUYER

**CREDIT INSURANCE AUTHORIZATION**

You voluntarily request the credit insurance checked below, if any, and understand that such insurance is not required. You acknowledge disclosure of the cost of such insurance and authorize it to be included in the balance payable under this contract. Any returned or refunded credit insurance premiums shall be applied to sums due under this contract. Only the persons whose names are signed below are insured.

CREDIT LIFE	<u>N/A</u> Mos. Premium \$	<u>N/A</u>
JOINT LIFE	<u>N/A</u> Mos. Premium \$	<u>N/A</u>
CREDIT DISABILITY	<u>N/A</u> Mos. Premium \$	<u>N/A</u>
JOINT CREDIT DISABILITY	<u>N/A</u> Mos. Premium \$	<u>N/A</u>
<b>TOTAL CREDIT INSURANCE PREMIUMS \$</b>	<u>N/A</u>	<u>N/A</u> (b)

Name of Insurer  
 You want Credit Life Insurance  You do not want Credit Life Insurance  
 You want Credit Disability Insurance  
 You want Joint Credit Life Insurance  
 You want Joint Credit Disability Insurance  
 You do not want Credit Disability Insurance

If the boxes above are checked to indicate that you desire Credit Life or Credit Disability Insurance, or both, your signature below and on an application for insurance that you have completed in connection with this contract means that you agree that you elect the insurance shown above subject to the eligibility requirements, conditions and exclusions set forth in your insurance policy(ies) or certificate(s). If the boxes above are checked to indicate that you do not want Credit Life or Credit Disability Insurance, or both, your signature below acknowledges that fact.

X  
DATE BUYER

X  
DATE CO-BUYER

You request an optional Debt Cancellation Agreement to be provided by someone other than the Seller. The purchase of a Debt Cancellation Agreement is not required to obtain credit. The cost of the Debt Cancellation Agreement (also shown in item 5A of the Itemization of Amount Financed) is \$ 500.00 (c)

**ITEMIZATION OF AMOUNT FINANCED**

A. Cash Price Motor Vehicle and Accessories	\$ <u>25000.00</u> (A)
1. Cash Price Vehicle	\$ <u>25000.00</u>
2. Cash Price Accessories	\$ <u>N/A</u>
B. Sales Tax	\$ <u>1250.00</u> (B)
C. Luxury Tax	\$ <u>N/A</u> (C)
D. Service Contract (optional)**	\$ <u>1200.00</u> (D)
* See Service Contract Box below	
E. Debt Cancellation Agreement (optional)	\$ <u>500.00</u> (E)
F. Title Tax	\$ <u>5.00</u> (F)
G. Other <u>DOC FEE</u>	\$ <u>20.00</u> (G)
To whom paid <u>GEORGE R NORRIS, INC. T/A</u>	
H. Other	\$ <u>N/A</u> (H)
To whom paid	

**TOTAL CASH PRICE (1A to H)** \$ 27975.00 (1)

**A. Trade-In (Description)**

Yr. \_\_\_\_\_ Make \_\_\_\_\_  
 Model \_\_\_\_\_ \$ N/A (A)  
 V.I.N. \_\_\_\_\_  
 Odometer \_\_\_\_\_

D. Cash Downpayment \$ 5000.00 (D)  
 E. Manufacturer's Rebate \$ 500.00 (E)

**TOTAL DOWNPAYMENT (2C + D + E)** \$ 5500.00 (2)  
**NET CASH PRICE (1 minus 2)** \$ 22475.00 (3)

**AMOUNTS PAID TO PUBLIC OFFICIALS**

A. License	\$ <u>153.00</u> (A)
B. Registration	\$ <u>25.00</u> (B)
C. Title	\$ <u>N/A</u> (C)
D. Transfer	\$ <u>N/A</u> (D)
E. Temporary Tag	\$ <u>N/A</u> (E)
F. Lien	\$ <u>N/A</u> (F)
G. Inspection	\$ <u>N/A</u> (G)
H. Other	\$ <u>N/A</u> (H)
<b>TOTAL OFFICIAL FEES (4A to H)</b>	\$ <u>178.00</u> (4)

**OTHER AMOUNTS FINANCED\*\***

A. Total premiums paid to insurance companies per Statement of Insurance (a + b + c)	\$ <u>N/A</u> (A)
B. Other	\$ <u>N/A</u> (B)
To whom paid	
C. Prior Credit or Lease Balance	\$ <u>N/A</u> (C)
To whom paid	
D. Other	\$ <u>N/A</u> (D)
To whom paid	

**TOTAL OTHER AMOUNTS FINANCED (5A to D)** \$ N/A (5)

**AMOUNT FINANCED (3 + 4 + 5)** \$ 22653.00 (6)

**FEES NOT FINANCED** \$ N/A (7)

To whom paid

\*\*We may retain or receive a portion of these amounts.

**VEHICLE USE:** The primary use of the vehicle will be

Personal, Family or Household  Commercial  Agricultural

\* **SERVICE CONTRACT** (Optional) You request a service contract written with the following company for the term below. The cost is shown in item (10) above.

Company FORD ESP-NORRIS FO 60000 Term 72 Months





901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY

MON - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY

MON - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

①

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$	\$	\$	\$	\$
PARTS		LABOR		TOTAL
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO	DRIVER/OWNER INFORMATION	INVOICE: W05615
[REDACTED]	[REDACTED]	
DUNDALK MD	DUNDALK MD	
WORK: [REDACTED] HOME: [REDACTED]	WORK: [REDACTED] HOME: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION
TAG: 0265	ADV: 205 BURKE, CH INVOICE: PRELIM MAR W JP	VIN 1FMYU01162K [REDACTED]
TAX RULES: Y1MM	INVOICED: 04/17/2003 14:55:26	02 FORD ESCAPE XLS FWD 4DR SPTUTY GRAY
ODOMETER IN: 10101	DIST: 1FA	LICENSE NUMBER: MD [REDACTED]
DATES BEGIN: 04/17/03	DONE: 04/17/03	STOCK# 00028002
		DATES IN SERVICE: 060602 PRODUCTION: 040502 BUILD: 060602

CONCERN	CAUSE	CORRECTION	OPERATION	TECH	HOURS	AMOUNT
51-1	CUT OFF WHILE DRIVING LOST ALL POWER	EGR PRESSURE FEEDBACK (PFE)/EXHAUST BACK PRESSURE TEST	12650D	110	.2	13.56
51-1	INDOPERATIVE	EEC (QUICK TEST) - DIAGNOSIS	12650D9	110	.1	6.78
51-2		MASS AIRFLOW SENSOR ASSEMBLY - REPLACE	12650D25	110	.2	13.56
51-3		PIN POINT TEST - DIAGNOSIS HEAT	12650D45	110	.3	20.34
51-4		DCL DISPLAY - TEST	12650D80	110	.1	6.78
51-5		RECORDER/MONITOR ROAD TEST	12650D81	110	.5	33.90
51-6		PCM REPROGRAMMING TEST	12650D84	110	.2	13.56



PART NUMBER	QTY	SELL	
FMC 1L2Z 12B579 BARM	1	66.48	66.48
FMC 2F1Z 9J460 AA	1	30.42	30.42
PARTS: COUNT 2			
FACTORY TECH: 110 - RZEPJENNIK, DAW			
CONCERN CD: D21	COND CODE: 42		
FP-1L2Z12B579BARM			
POWERTRAIN CODES: KOED - PASS	KOEC - PASS		
KOER - PASS			
51-1 CONCERN CD: D21	COND CODE: 42		
51-2 CONCERN CD: D21	COND CODE: 42		
51-3 CONCERN CD: D21	COND CODE: 42		
51-4 CONCERN CD: D21	COND CODE: 42		
51-5 CONCERN CD: D21	COND CODE: 42		
51-6 CONCERN CD: D21	COND CODE: 42		



SUBTOTAL	
PARTS	135.66
LABOR MECHANICAL	108.48
	PAGE 1

ON LINE SERVICE INVOICING BY [DEB] DEALER COMPUTER SERVICES, INC. THIS FORM PRINTED ON PREMIUM CARBONLESS, RECYCLABLE PAPER.

TO REORDER FORMS OR SUPPLIES CALL 1-800-999-3348 EXT. 8030



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

**RENTAL**

138

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

ON LINE SERVICE INVOICING BY DCS DEALER COMPUTER SERVICES, INC. THIS FORM PRINTED ON PREMIUM CARBONLESS RECYCLABLE PAPER

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION: INVOICE# W05615  
 FOR OFFICE USE: [REDACTED] VEHICLE INFORMATION: [REDACTED]  
 TAG: 0265 ADV: 205 BURKE, C INVOICED: 04/17/2003 14:55:26 JP 02 ESCAPE GRAY LICENSE NUMBER: MD [REDACTED]

TYPE: W	GRAND TOTALS	TOTAL CHARGE FOR CONCERN	244.14
SUMMARY OF CHARGES FOR INVOICE W05615		PAYMENT DISTRIBUTION FOR INVOICE W05615	
PARTS	135.66	TOTAL CHARGE	244.14
LABOR MECHANICAL	108.48	FAC WARRANTY	244.14
TOTAL CHARGE	244.14		

PREFERRED TREATMENT

PAGE 2  
LAST PAGE



# NORRIS



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
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SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION \*\* INVOICE: [REDACTED]

DUNDALK MD [REDACTED] DUNDALK MD [REDACTED]

PLATE: [REDACTED] / [REDACTED] PLATE: [REDACTED] / [REDACTED]

FOR OFFICE USE: [REDACTED] VEHICLE INFORMATION: [REDACTED]

DATE 10/24 ADV: 205 BUNKE, LH INVOICE: PRELIM WARD # [REDACTED] VIN 1FMTU011620 [REDACTED] LICENSE NUMBER: MD 7854490

LAB RULES: TITAN INVOICE# 07/08/2003 14:25:58 02 FORD ESCAPE XLS FWD 4DR SPIRIT UNAT

COMPUTER # 12447 DIS: 1-R SERIAL# 00020002

DATES: BEGINT 07/07/03 DEND: 07/08/03 DATES: INSERVICE: 068602 PRODUCTION: 040002 BUILD: 060602

DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
LUNDEN 52 CO'S OFF WHILE DRIVING	126500	121	02	14.00
CAUSE IMPERATIVE				
COMPLETION EEC (BUICK TEST) - DIAGNOSIS, NO CODES				
52-1 VALVE ASSEMBLY-DIE AIR CONTROL (VAL) - REPLACE	1265003	121	01	7.02
52-2 MASS AIRFLOW SENSOR ASSEMBLY - REPLACE	12650025	121	02	14.04
52-3 PIN POINT TEST - DIAGNOSIS	12650045	121	03	21.06
52-4 LCD DISPLAY - TEST	12650080	121	01	7.02
52-5 RECYCLER/MONITOR ROAD TEST	12650081	121	05	35.09
52-6 EVAPORATIVE EMISSIONS SYSTEM TEST	90000	121	04	28.07
52-7 EVAPORATIVE EMISSIONS SYSTEM LEAK TEST	900002	121	01	7.02
52-8 FUEL INJECTOR - AIR INTAKE - REPAIR	9026A	121	04	28.07
52-9 WIRING ASSEMBLY - REPAIR AT PLANT	14200A	121	04	28.07
PART NUMBER	QTY		SELL	
FWD 2L8Z 12926 AB	1		79.78	79.78
FWD 1L2Z 128579 BAH	1		56.96	56.96
MFL 1L8Z 59715 AA	1		31.00	31.00
AXIS: 0000 3				
FACTORY				
VEH: 121 - DEANE, 019				
LUNDEN LOT: 021	LUND LODE: 1 42			
FP-218Z-4926AB	LINE ADJUT JP 07/08/03 14:21			
52-1 LUNDEN LOT: 021	LUND LODE: 1 42			
52-2 LUNDEN LOT: 021	LUND LODE: 1 42			
52-3 LUNDEN LOT: 021	LINE ADJUT JP 07/08/03 14:22			
52-4 LUNDEN LOT: 021	LUND LODE: 1 42			
52-5 LUNDEN LOT: 021	LINE ADJUT JP 07/08/03 14:22			
52-6 LUNDEN LOT: 021	LUND LODE: 1 42			
52-7 LUNDEN LOT: 021	LINE ADJUT JP 07/08/03 14:22			
52-8 LUNDEN LOT: 021	LUND LODE: 1 42			
52-9 LUNDEN LOT: 021	LINE ADJUT JP 07/08/03 14:22			



ON LINE SERVICE INVOICING BY DCS DEALER COMPUTER SERVICES, INC.

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TO REORDER FORMS OR SUPPLIES CALL 1-800-999-6348 EXT. 6050



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MON. - FRI. 7:00 AM - 5:00 PM  
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ADVISOR ON DUTY  
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FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF	LESS REC	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE #10252	
[REDACTED]		[REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION	
AG: 1028	ADVT 205 BURKE, C	INVOICE# 07/08/2003 14:25:58 JP	02 ESCAPE GRAY LICENSE NUMBER MD [REDACTED]
52-5 CONCERN CD: D21	COND CODE : 42		
	LINE AUTH: JP 070803 14:22		
52-6 CONCERN CD: D21	COND CODE : 42		
52-7 CONCERN CD: D21	COND CODE : 42		
52-8 CONCERN CD: D21	COND CODE : 42		
52-9 CONCERN CD: D21	COND CODE : 42		
TYPE: W		SUBTOTAL	
SUMMARY OF CHARGES FOR INVOICE #10252		PARTS 242.31	
PARTS	242.31	LABOR MECHANICAL 189.47	
LABOR MECHANICAL	189.47	TOTAL CHARGE FOR CONCERN 431.78	
TOTAL CHARGE	431.78	PAYMENT DISTRIBUTION FOR INVOICE #10252	
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST		TOTAL CHARGE 431.78	
BUS - CUSTOMER PAY		FAC WARRANTY 431.78	
		PAGE 2	
		LAST PAGE	
<p>RECEIVED PAYMENT NORRIS FORD, INC.</p>			

ON LINE SERVICE INVOICING BY [DCE] DEALER COMPUTER SERVICES, INC. THIS FORM PRINTED ON PREMIUM CARBONLESS, RECYCLABLE PAPER

TO REORDER FORMS OR SO...

oil change



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ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE OFF.	LESS REC.	
(CHECK (X) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C10252	
[REDACTED]		[REDACTED]	
DUNDALK, MD		DUNDALK, MD	
WORK: [REDACTED] HOME: [REDACTED]		WORK: [REDACTED] HOME: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 1074 ALA: 205 BURKE, CH INVOICE: PRELIM LUB C W UP		VIN 1FMTU01162K [REDACTED] LICENSE NUMBER: MD [REDACTED]	
TAX RULES: TITAN INVOICE# 07/08/2003 14920158		02 FORD ESCAPE XLS FWD 4DR SPORT GR7	
ODOMETER 12449		S:ULX# 00028002	
DAYS BEGINS 07/07/03 DUES: 07/08/03		DAYS IN SERVICE: 060602 PRODUCTION: 040502 BUILD: 060502	
CONCERN 01 OIL & FILTER CHANGE & LUBE	COUPON FOR 19.95 TOP ALL FLUIDS AND INSTALL	OPERATION	TECH AMOUNT
MILEAGE STICKER		OF	153
CONCERN 11 OIL & FILTER CHANGE & LUBE			
FACTORY TECH# 153 - JANIAK, STEVE		TOTAL CHARGE FOR CONCERN	19.95
TYPE: C			
CONCERN 11 ROTATE TIRES AND ADJUST TIRE PRESSURE		OPERATION	TECH AMOUNT
CONCERN 11 ROTATE TIRES		ROTATE	153
FACTORY TECH# 153 - JANIAK, STEVE		TOTAL CHARGE FOR CONCERN	19.95
TYPE: C			
SUMMARY OF CHARGES FOR INVOICE C10252		PAYMENT DISTRIBUTION FOR INVOICE C10252	
SERVICE MATERIAL	.84	TOTAL CHARGE	36.53
LABOR MECHANICAL	21.00	CASH DUE	36.53
PARTS	13.95		
SUB-TOTAL	35.79		
TAX	.74		
TOTAL CHARGE	36.53		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST:			
[REDACTED]			



RECEIVED PAYMENT  
NORRIS FORD, INC.

ON LINE SERVICE INVOICING BY DESI DEALER COMPUTER SERVICES, INC.

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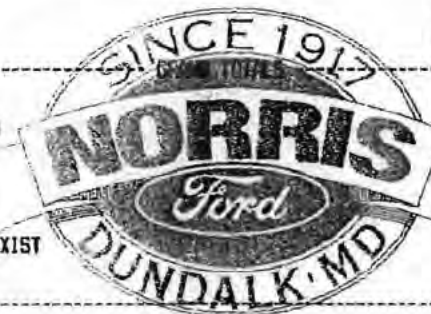
ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

④

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF	LESS REC	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$	TOTAL	
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C30195		
[REDACTED]		[REDACTED]		
DUNDALK	MD 2	DUNDALK	MD	
CELL: [REDACTED]	HOME: [REDACTED]	CELL: [REDACTED]	HOME: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION		
TAG: 4118	ADV: 201 SANTORO, INVOICE: PRELIM CUS C W JK	VIN 1FMYU01162	LICENSE NUMBER: MD	
TAX RULES: YNNW	INVOICED: 06/25/2004 16:24:10	02 FORD	ESCAPE XLS FWD 4DR SPTUTY GRAY	
ODMETER IN: 29305	DIST: 1FA	STOCK# 00028002		
DATES BEGIN: 06/23/04	DONE: 06/25/04	DATES IN SERVICE: 060602	PRODUCTION: 040502 SOLD: 060602	
CONCERN: 52 GAS PEDAL STICKING TRUCK IS ACCL. ON ITS OWN		OPERATION	TECH	AMOUNT
CORRECTION: NO PROBLEM FOUND NORMAL OPERATION		NP	103	.00
FACTORY TECH: 103 - GREENE, JASON		SUBTOTAL		
TYPE: C		TOTAL CHARGE FOR CONCERN .00		
SUMMARY OF CHARGES FOR INVOICE C30195		PAYMENT DISTRIBUTION FOR INVOICE C30195		
TOTAL CHARGE .00		CASH DUE .00		
		TOTAL CHARGE .00		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST				
WAR - WARRANTY				
AD COMMENTS				
DVE BOX				
PLEASE PARK VEHICLE OUT FRONT WITH INVOICE IN VEHICLE LEAVE KEYS IN GL				
PAGE 1 LAST PAGE				





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3

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$	\$	\$	\$	\$
PARTS	LABOR	TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W30195	
[REDACTED]		[REDACTED]	
DUNDALK	MD	DUNDALK	MD
CELL: [REDACTED]	HOME: [REDACTED]	CELL: [REDACTED]	HOME: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4416	ADV: 201 SANTORO, INVOICE: PRELIM MAR C W JK	VIN 1FMYU01162KD12261	LICENSE NUMBER: MD [REDACTED]
TAX RULES: YNNM	INVOICED: 06/25/2004 16:24:10	02 FORD ESCAPE	XLS FWD 4DR SPTUTY GRAY
ODOMETER IN: 29305	DIST: IFA	STOCK# 00028002	DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 060602
DATES BEGIN: 06/23/04	DONE: 06/25/04		
CONCERN 51	ON COLD START STEERING COLUMN NOISEY ON TURNS GRINDING	OPERATION	TECH HOURS
CAUSE	LEAKING	3504A	103 1.7
CORRECTION	STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE		
	PART NUMBER PO# NOTE DESCRIPTION QTY		SELL
	FNC YL8Z 3504 JBRM	1	256.80 256.80
	FNC XT 2 QDX	1	1.37 1.37
	PARTS: COUNT 2		
FACTORY	TECH: 103 - GREENE, JASON		
	CONCERN CD: L68		
	FP-YL8Z3504JBRM		
TYPE: M		SUBTOTAL	
		PARTS	361.51
		LABOR MECHANICAL	121.91
		TOTAL CHARGE FOR CONCERN	483.42
SUMMARY OF CHARGES FOR INVOICE W30195		PAYMENT DISTRIBUTION FOR INVOICE W30195	
PARTS	361.51	TOTAL CHARGE	483.42
LABOR MECHANICAL	121.91	FAC WARRANTY	483.42
TOTAL CHARGE	483.42		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
CUS - CUSTOMERPAY			
RD COMMENTS			
ONE BOX			
*****IMPORTANT*****			
YOU MAY RECEIVE A SATISFACTION SURVEY FROM FORD MOTOR COMPANY IN THE NEXT FEW WEEKS....IF FOR ANY REASON YOU CANNOT SCORE US A COMPLETELY			
PAGE 1			



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MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL		MINI LOWANCE	PLS PRICE DIFE	LESS REC.
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS ESCAP OUT		
\$	\$	\$	\$	
PARTS	LABOR	TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: M30195	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4418	ADV: 201 SANTORO, INVOICED: 06/25/2004 16:24:10 JK	02 ESCAPE	GRAY LICENSE NUMBER: MD
<p>SATISFIED PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATLEY!!! THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON</p>			
PAGE 2 LAST PAGE			







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ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

**RENTAL**

PRO RATA \$	TOTAL PARTS	PRO RATA \$	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF	LESS REC	
CHECK (✓) APPROPRIATE BOX				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$	\$	\$	TOTAL	
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W30690	
[REDACTED]		[REDACTED]	
DUNDALK	MD	DUNDALK	MD
CELL: [REDACTED]	WORK: [REDACTED]	CELL: (4) [REDACTED]	WORK: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4660	ADV: 201 SANTORO, INVOICE: PRELIM WAR C W KS	VIN 1FMYU01162KD12261	LICENSE NUMBER: MD [REDACTED]
TAX RULES: YNNW INVOICED: 07/09/2004 14:21:54		02 FORD ESCAPE	XLS FWD 4DR SPTUTY GRAY
ODOMETER IN: 29874	DIST: 1FA	STOCK# 00028002	
DATES BEGIN: 07/01/04	DONE: 07/09/04	DATES INSERVICE: 060602 PRODUCTION: 040502 BOLD: 060602	
CONCERN 51	IDLE SURGES ESP AT SLOW SPEEDS ATTN KEITH C	OPERATION	TECH HOURS AMOUNT
CAUSE	INDP	7000F	181 .7 50.20
CORRECTION	AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSIS		133 .6 43.03
51-1	AUTOMATIC TRANSMISSION PIN POINT TEST - DIAGNOSIS	7000F2	133 .2 14.34
51-2	AUTOMATIC TRANSMISSION - SENSOR RANGE (TR SENSOR) REPLAC	7000F5	133 .3 21.51
51-3	FLUSH TRANSMISSION FLUID USING MERCON	MT7000	133 1.0 71.71
PART NUMBER		QTY	SELL
FMC YL8Z	7F293 AA	1	19.85
FMC XT	2 GDY	16	1.37
PARTS: COUNT 17			
FACTORY	TECH: 181 - JAMES, CARL		
	TECH: 133 - WEISER, ED		
	CONCERN CD: P01		
	FP-IT20DX		
	POWERTRAIN CODES: KOED - PASS	KDEC - P0173, P1702	
	KOER - PASS		
51-1	CONCERN CD: P01	COND CODE : 42	
51-2	CONCERN CD: P01	COND CODE : 42	
51-3	CONCERN CD: P01	COND CODE : 42	
TYPE: W		SUBTOTAL	
		PARTS	59.79
		LABOR MECHANICAL	200.79
		TOTAL CHARGE FOR CONCERN	260.58
		PAGE 1	





# QualityCare™

Auto Service



## Multi-Point Inspection Report Card As Recommended by Ford Motor Company

Customer Name: [REDACTED] Year/Model: 02 ESCAPE Date: 7/9/04  
 RO/ Tag: 30620 Mileage: 29827

CHECKED AND OKAY AT THIS TIME

MAY REQUIRE FUTURE ATTENTION

REQUIRES IMMEDIATE ATTENTION

OK		FILL		OK		FILL	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Window Washer				Power Steering			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Transmission (if equipped with dipstick)				Coolant Recovery Reservoir			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Brake Reservoir							

**Check Battery**

Good    Factory Spec Cold Cranking Amps      Good     Bad  
 Recharge  
 Bad    Actual Cold Cranking Amps     Battery Terminals (Clean if necessary)

**Check Following Systems / Components**

Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps

Windshield washer spray, wiper operation and wiper blades

Windshield for cracks, chips and pitting

Radiator, heater, and air-conditioning hoses for leaks and damage

Engine air filter

Oil and/or fluid leaks

Constant velocity (CV) drive axle boots (if equipped)

Exhaust system (leaks, damage, loose parts)

Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)

Steering and steering linkages

Shocks/struts and other suspension components for leaks and/or damage

Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise

Engine Cooling system, hoses and clamps

Accessory drive belt(s)

Clutch operation (if equipped)

**Check Brakes**  
Measure Front / Rear Brake Linings

Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)

3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 7/32" to 3/32"

Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

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

State Inspection Due (If Applicable)       /    /   

MO    DAY    YEAR

**Check Tires**

LF	TREAD DEPTH	RF
<input checked="" type="checkbox"/>	7/32 or Greater	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	4/32 to 6/32	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	3/32 or less	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	7/32 or Greater	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	4/32 to 6/32	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	3/32 or less	<input checked="" type="checkbox"/>
LR		RR

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WEAR PATTERN / DAMAGE**

LF     RF  
 LR     RR

Tire Wear Greatest  
 Alignment Check Needed     Wheel Balance Needed

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

This Courtesy Inspection Completed by Your QualityCare Service Team!

Service Advisor: John

Technician: ED

Tire Pressure Set to Factory Recommended    PSI: Front  Rear

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



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6

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

RENTAL

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO	DRIVER/OWNER INFORMATION -- INVOICE: C31142
[REDACTED]	[REDACTED]
DUNDALK MD	DUNDALK MD
CELL: [REDACTED] WORK: [REDACTED]	CELL: [REDACTED] WORK: [REDACTED]

FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4510	ADM: 201 SANTORD, INVOICE: PRELIM CUS C	K5	VIN 1FMYU011623 [REDACTED] LICENSE NUMBER: MD [REDACTED]
MFG: 800034	TAX RULES: YNNM INVOICED: 07/15/2004 17:44:55	02 FORD	ESCAPE XLS FWD 4DR SPTUTY GRAY
ODOMETER IN: 29923	DIST: IFA	STOCK# 00028002	
DATES BEGIN: 07/12/04	DONE: 07/09/04	DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 060602	

CONCERN 51 WILL NOT GO INTO GEAR ENGINE REVS THEN BANGED AND CLICKED INTO GEAR  
CAUSE NPF OPERATION TECH AMOUNT  
7000F 133 \$ .00

CORRECTION AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSIS  
TECH NOTES NOTE: ROAD TESTED VEHICLE NUMEROUS TIMES - PERFORMED ELECTRONIC TRANSMISSION DIAGNOSIS - NO FAILURE CODES PRESENT - CONCERN NOT PRESENT AT TIME OF DIAGNOSIS ON ROAD

FACTORY TECH: 133 - WEISER, ED



INDICATORS - FRANCHISE: N  
SUBTOTAL  
TOTAL CHARGE FOR CONCERN .00  
PAYMENT DISTRIBUTION FOR INVOICE C31142  
CASH DUE .00  
TOTAL CHARGE .00

SUMMARY OF CHARGES FOR INVOICE C31142  
TOTAL CHARGE .00

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:  
DATE OPENED RO# DATES INVOICED  
07/01/04 30680 CUS - 07/12/04 (\*) WAR - 07/12/04 (\*)

PAGE 1  
LAST PAGE



# NORRIS



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUBTOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK <input checked="" type="checkbox"/> ) APPROPRIATE BOX				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO CURENT CLAIM	<input type="checkbox"/> WRITE SCRAP OUT		
\$	\$	\$	\$	\$
	LABOR		TOTAL	
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W31454	
[REDACTED]		[REDACTED]	
DUNDALK	CELL: [REDACTED]	DUNDALK	CELL: [REDACTED]
WORK: [REDACTED]	WORK: [REDACTED]		
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4500	ADV: 201 SANTORO, INVOICE: PRELIM WAR W JP	VIN 1FMYU01162K [REDACTED]	LICENSE NUMBER: MD [REDACTED]
MFG: 800034	TAX RULES: YINNN INVOICED: 07/23/2004 16:58:04	02 FORD	ESCAPE XLS FWD 4DR SPTUTY GRAY
ODOMETER IN: 2995	DIST: 1FA	STOCK# 00028002	
DATES BEGIN: 07/17/04	DONE: 07/09/04	DATES IN SERVICE: 060602	PRODUCTION: 040502 SOLD: 060602
CONCERN 51	CHECK TRANS OPERATION WILL NOT GO INTO GEAR AT TIMES IDLE SURGES	OPERATION	TECH HOURS AMOUNT
CAUSE	INOPERATIVE	126500	199 .2 14.34
CORRECTION	EEC (BUICK TEST) - DIAGNOSIS		
51-1	VALVE ASSEMBLY-IDLE AIR CONTROL (IAC)	1265003	199 .1 7.17
51-2	MASS AIRFLOW SENSOR ASSEMBLY	12650025	199 .2 14.34
	PART NUMBER P0# NOTE DESCRIPTION QTY SELL		
	FMC XF2Z 128579 ABRM		1 69.35 69.35
	FMC XF1Z 9F715 AA		1 32.14 32.14
	PARTS: COUNT 2		ALLOWANCE: 40.60
FACTORY	TECH: 199 - DEFAULT, TECH		
	CONCERN CD: 013 COND CODE: 42		
	FP-XF2Z128579ABRM LINE AUTH: JP 072304 16:55		
	POWERTRAIN CODES: KOED - PASS	INDICATORS - FRANCHISE: N	
	KOER - PASS	KOEC - PASS	
51-1	CONCERN CD: 013 COND CODE: 42		
	LINE AUTH: JP 072304 16:57		
51-2	CONCERN CD: 013 COND CODE: 42		
	LINE AUTH: JP 072304 16:57		
		SUBTOTAL	
		PARTS	142.09
		LABOR MECHANICAL	35.85
		TOTAL CHARGE FOR CONCERN	177.94
TYPE: W	<i>in 7/12/ out 7/23</i>		
CONCERN 52	CREAKING NOISE IN FRONT END	OPERATION	TECH HOURS AMOUNT
CAUSE	WEAR	5058A	199 .5 35.85
CORRECTION	INSULATOR - POWERTRAIN REAR SUPPORT - REPLACE		



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
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TECH ON DUTY  
MON. - FRI 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 8:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W31454	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4500	ADV: 201 SANTORO, INVOICED: 07/23/2004 16:58:04 JP	02 ESCAPE	GRAY LICENSE NUMBER: MD
PART NUMBER	FO#	NOTE	DESCRIPTION
FMC YL8Z 6068 AA			INSUL ASY-ENG RR SUP
PARTS: COUNT			ALLOWANCE: 17.62
FACTORY TECH: 199 - DEFAULT, TECH			
CONCERN CD: N50	COND CODE: 63		
FP-YL8Z6068AA			
			QTY
			1
			SELL
			44.06 44.06
			----- SUBTOTAL -----
			PARTS 61.68
			LABOR MECHANICAL 35.86
			TOTAL CHARGE FOR CONCERN 97.54
			----- GRAND TOTALS -----
SUMMARY OF CHARGES FOR INVOICE W31454		PAYMENT DISTRIBUTION FOR INVOICE W31454	
PARTS	203.77	TOTAL CHARGE	275.48
LABOR MECHANICAL	71.71	FAC WARRANTY	275.48
TOTAL CHARGE	275.48		
ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:			
DATE OPENED	RO#	DATES INVOICED	
07/12/04	31142	CUS - 07/19/04 (*)	
07/01/04	30680	CUS - 07/12/04 (*) #AR - 07/12/04 (*)	
*****IMPORTANT*****			
YOU MAY RECEIVE A SATISFACTION SURVEY FROM FORD MOTOR COMPANY IN THE NEXT FEW WEEKS...IF FOR ANY REASON YOU CANNOT SCORE US A COMPLETELY SATISFIED PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY!!!			
THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON			

PAGE 2  
LAST PAGE



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK <input checked="" type="checkbox"/> ) APPROPRIATE BOX				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

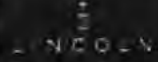
**RENTAL**

*put in 9/7 got back 9/16 left wheel*  
*thee*

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: C34206
[REDACTED]		[REDACTED]		
DUNDALK	MD	DUNDALK	MD	
CELL: [REDACTED]	WORK: [REDACTED]	CELL: [REDACTED]	WORK: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION		
TAB: 5606	ADV: 201 SANTORD,	INVOICE: PRELIM QUS C W JK	VIN 1FMYU01162H [REDACTED]	LICENSE NUMBER: MD [REDACTED]
MFG: 800034	TAX RULES: YNNN	INVOICED: 09/16/2004 16:04:25	02 FORD	ESCAPE XLS FWD 4DR SPTUTY GRAY
ODOMETER IN: 31169	LOCATION: TIM	DIST: IFA	STOCK# 00029002	
DATES BEGIN: 09/07/04	DORE: 09/16/04	DATES INSERVICE: 060602	PRODUCTION: 040502	SELD: 060602
CONCERN 02	OIL & FILTER CHANGE & LUBE	OPERATION	TECH	AMOUNT
CORRECTION	OIL & FILTER CHANGE & LUBE	OF	100	*
PART NUMBER	PG#	NOTE	DESCRIPTION	QTY
FMC FL	820 S		FILTER ASY-OIL	15
FMC NFN,OIL			*****	58
FACTORY	TECH: 100 - HAYES, CHRISTPH			
TYPE: C			TOTAL CHARGE FOR CONCERN	21.95
CONCERN 24	PERFORM MULTI-POINT INSPECTION	OPERATION	TECH	AMOUNT
CORRECTION	PERFORM MULTI-POINT INSPECTION	99P	100	.00
FACTORY	TECH: 100 - HAYES, CHRISTPH			
TYPE: C			SUBTOTAL	
			TOTAL CHARGE FOR CONCERN	.00
CONCERN 52	PRINT COPY OF SERV HISTORY	OPERATION	TECH	AMOUNT
CORRECTION	NO CHARGE	NC	100	.00
FACTORY	TECH: 100 - HAYES, CHRISTPH			
TYPE: C			SUBTOTAL	
			TOTAL CHARGE FOR CONCERN	.00
CONCERN 32	HARD TO START AT TIMES	OPERATION	TECH	AMOUNT
CORRECTION	NO PROBLEM FOUND WDS TEST NO CODES	NF	100	.00
FACTORY	TECH: 100 - HAYES, CHRISTPH			
TYPE: C			SUBTOTAL	
			TOTAL CHARGE FOR CONCERN	.00

*Christoph*



**GENUINE PARTS & SERVICE**

**Multi-Point Inspection Report Card As Recommended by Ford Motor Company**

Customer Name: [REDACTED] Year/Model: 02/escape Date: 9/15  
RO/ Tag: 34206 Mileage: 31169

**CHECKED AND OKAY AT THIS TIME**      **MAY REQUIRE FUTURE ATTENTION**      **REQUIRES IMMEDIATE ATTENTION**

**Check Fluid Levels and Fill**

<input checked="" type="checkbox"/> OK <input checked="" type="checkbox"/> FILL	Engine Oil	<input checked="" type="checkbox"/> OK <input checked="" type="checkbox"/> FILL	Power Steering
<input checked="" type="checkbox"/> OK <input checked="" type="checkbox"/> FILL	Transmission (if equipped with dipstick)	<input checked="" type="checkbox"/> OK <input checked="" type="checkbox"/> FILL	Coolant Recovery Reservoir
<input checked="" type="checkbox"/> OK <input checked="" type="checkbox"/> FILL	Brake Reservoir	<input checked="" type="checkbox"/> OK <input checked="" type="checkbox"/> FILL	Window Washer

**Check Following Systems / Components**

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Radiator, heater, and air-conditioning hoses for leaks and damage
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine air filter
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Inspect cabin air filter (if equipped)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oil and/or fluid leaks
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhaust system (leaks, damage, loose parts)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Steering and steering linkages
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shocks/struts and other suspension components for leaks and/or damage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engine Cooling system, hoses and clamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Accessory drive belt(s)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Clutch operation (if equipped)

State Inspection Due (If Applicable) : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MO DAY YEAR

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

This Courtesy Inspection Completed by Your Dealership Team!

Service Advisor: \_\_\_\_\_

Technician: CM/15

**Check Battery**

<input checked="" type="checkbox"/> Good	Factory Spec Cold Cranking Amps	<input type="text"/>	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Bad
<input type="checkbox"/> Recharge	Actual Cold Cranking Amps	<input type="text"/>	Battery Terminals (Clean if necessary)	
<input type="checkbox"/> Bad				

**Check Brakes**  
Measure Front / Rear Brake Linings

Over 3mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)  
Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

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

**Check Tires**

<b>LF</b>	<b>TREAD DEPTH</b>	<b>RF</b>
<input checked="" type="checkbox"/>	7/32 or Greater	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	4/32 to 6/32	<input type="checkbox"/>
<input checked="" type="checkbox"/>	3/32 or less	<input type="checkbox"/>
<input checked="" type="checkbox"/>	7/32 or Greater	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	4/32 to 6/32	<input type="checkbox"/>
<input checked="" type="checkbox"/>	3/32 or less	<input type="checkbox"/>
<b>LR</b>		<b>RR</b>

**WEAR PATTERN DAMAGE**

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	-------------------------------------	-------------------------------------	-------------------------------------

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

Tire Pressure Set to \_\_\_\_\_ PSI FRONT 32 REAR 30  
Factory Recommended

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



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
MON - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W34206	
[REDACTED]		[REDACTED]	
DUNDALK	MD	DUNDALK	MD
CELL: [REDACTED]	WORK: [REDACTED]	CELL: [REDACTED]	WORK: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 5606	ADV: 201 SANTORG, INVOICE: PRELIM WAR C W JK	VIN 1FMYU01162K [REDACTED]	LICENSE NUMBER: MD [REDACTED]
MFG: 800034	TAX RULES: YYNM INVOICED: 09/16/2004 16:03:42	02 FORD	ESCAPE XLS FWD 4DR SPTUTL GRAY
ODOMETER IN: 31169	LOCATION: TIM DIST: 1FA	STOCK# 00028002	
DATES BEGIN: 09/07/04	DONE: 09/16/04	DATES INSERVICE: 060602 PRODUCTION: 040502 SOLB: 060602	
CONCERN 51 CUST REPORTS TRANS IS SLIPPING WONT GO INTO REVERSE ETC.... SEE HIST		OPERATION	TECH HOURS AMOUNT
CAUSE NPF		7060F	133 1.3 93.22
CORRECTION	AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS DIAGNOSIS		
FACTORY	TECH: 133 - WEISER, ED		
	CONCERN CD: P01		
COND CODE: 42			
LINE AUTH: JK 09/16/04 01:25			
TYPE: W		SUBTOTAL	
		LABOR MECHANICAL	93.22
		TOTAL CHARGE FOR CONCERN	93.22
SUMMARY OF CHARGES FOR INVOICE W34206		PAYMENT DISTRIBUTION FOR INVOICE W34206	
LABOR MECHANICAL	93.22	TOTAL CHARGE	93.22
TOTAL CHARGE	93.22	FAC WARRANTY	93.22
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
CUS - CUSTOMERPAY			
*****IMPORTANT*****			
YOU MAY RECEIVE A SATISFACTION SURVEY FROM FORD MOTOR COMPANY IN THE NEXT FEW WEEKS....IF FOR ANY REASON YOU CANNOT SCORE US A COMPLETELY SATISFIED PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY!!!			
THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON			
			Page 1 Last Page





901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
MON - FRI 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF	LESS REC	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$	\$	\$	\$	\$
PARTS	LABOR	TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO	DRIVER/OWNER INFORMATION	INVOICE: C34206
FOR OFFICE USE	VEHICLE INFORMATION	
TAG: 5606 ADV: 201 SANTORO, INVOICED: 09/16/2004 16:04:25 JK 02 ESCAPE GRAY	LICENSE NUMBER: MD	
GRAND TOTALS		
SUMMARY OF CHARGES FOR INVOICE C34206	PAYMENT DISTRIBUTION FOR INVOICE C34206	
PARTS 14.95	TOTAL CHARGE	23.07
SERVICE MATERIAL .35	CASH DUE	23.07
LABOR MECHANICAL 7.00		
SUB-TOTAL 22.30		
TAX .77		
TOTAL CHARGE 23.07		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST WAR - WARRANTY		

PAGE 2  
LAST PAGE

RECEIVED PAYMENT  
NORRIS FORD, INC.



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

8

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF	LESS REC.	
(CHECK <input checked="" type="checkbox"/> APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: C35744
[REDACTED]		[REDACTED]		
DUNDALK	MD	DUNDALK	MD	
CELL: [REDACTED]	WORK: [REDACTED]	CELL: [REDACTED]	WORK: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION		
TAG: 9721	ADV: 200 STRITCH, INVOICE: PRELIM CUS W C JK	VIN 1FMYU011620	LICENSE NUMBER: MD	
MFG: 800034	TAX RULES: YNNM INVOICED: 10/06/2004 17:27:16	02 FORD	ESCAPE	CLS FMD 4DR SPTUTY GRAY
ODOMETER IN: 31701	DIST: 1FA	STOCK# 00028002		
DATES BEGIN: 10/05/04	DONE: 10/06/04	DATES INSERVICE: 060602		PRODUCTION: 040502
		SOLD: 060602		
CONCERN 51 CHECK TRANS ENGAGEMENT WON'T GO INTO REVERSE AT TIMES		OPERATION	TECH	AMOUNT
CORRECTION RELATED TO LINE 54		NC	131	.00
FACTORY TECH: 131 - SEARS, ROB		SUBTOTAL		
TYPE: C		TOTAL CHARGE FOR CONCERN .00		
CONCERN 52 CHECK TRANS ENGAGEMENT HARSH		OPERATION	TECH	AMOUNT
CORRECTION RELATED TO LINE 54		NC	131	.00
FACTORY TECH: 131 - SEARS, ROB		SUBTOTAL		
TYPE: C		TOTAL CHARGE FOR CONCERN .00		
CONCERN 53 CHECK ENGINE IDLE SPEED		OPERATION	TECH	AMOUNT
CORRECTION OK AT THIS TIME		OK	131	.00
TECH NOTES NOTE: ADJUST TRANS LINKAGE AS PER SHOP MANUAL		SUBTOTAL		
FACTORY TECH: 131 - SEARS, ROB		TOTAL CHARGE FOR CONCERN .00		
TYPE: C		TOTAL CHARGE FOR CONCERN .00		
SUMMARY OF CHARGES FOR INVOICE C35744		PAYMENT DISTRIBUTION FOR INVOICE C35744		
TOTAL CHARGE .00		CASH DUE .00		
		TOTAL CHARGE .00		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST				
WAR - WARRANTY				



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
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TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
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ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: W35744
DUNDALK MD		DUNDALK MD		
CELL: [REDACTED]	WORK: [REDACTED]	CELL: [REDACTED]	WORK: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION		
TAG: 9721	ADV: 200 STRITCH	INVOICE: PRELIM WAR W C JK	VIN 1FMYU01162K [REDACTED]	LICENSE NUMBER: MD [REDACTED]
MFG: 800034	TAX RULES: YNNW	INVOICED: 10/06/2004 17:27:16	02 FORD ESCAPE	XLS FWD 4DR SPTUTY GRAY
ODOMETER IN: 31701	DIST: IFA	DATES BEGIN: 10/05/04	DONE: 10/06/04	STOCK# 00028002
CONCERN 54: ALIGN SHIFT CABLE		OPERATION	TECH HOURS	AMOUNT
CAUSE	INOP	7326C	131	.2 14.34
CORRECTION AUTOMATIC TRANSMISSION MANUAL LINKAGE OR SHIFT CABLE - ADJUS			131	.8 S .00
FACTORY	TECH: 131 - SEARS, ROB			
	CONCERN CD: P01	COND CODE: 42		
TYPE: W		SUBTOTAL		
		LABOR MECHANICAL	14.34	
		TOTAL CHARGE FOR CONCERN	14.34	
SUMMARY OF CHARGES FOR INVOICE W35744		PAYMENT DISTRIBUTION FOR INVOICE W35744		
LABOR MECHANICAL	14.34	TOTAL CHARGE	14.34	
TOTAL CHARGE	14.34	FAC WARRANTY	14.34	
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST				
CUS - CUSTOMERPAY				
*****IMPORTANT*****				
YOU MAY RECEIVE A SATISFACTION SURVEY FROM FORD MOTOR COMPANY IN THE NEXT FEW WEEKS....IF FOR ANY REASON YOU CANNOT SCORE US A COMPLETELY SATISFIED PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY!!!				
THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON				
PAGE 1 LAST PAGE				



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

10

TECH ON DUTY

MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY

MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK <input checked="" type="checkbox"/> ) APPROPRIATE BOX				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$	\$	\$	\$	\$
PARTS	LABOR	TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W36825	
[REDACTED]		[REDACTED]	
DUNDALK	MD	DUNDALK	MD
CELL: [REDACTED]	WORK: [REDACTED]	CELL: [REDACTED]	WORK: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4121	ADV: 201 SANTORO,	INVOICE: PRELIM WAR W JK	VIN 1FMYU0152K [REDACTED]
MFG: 800034	TAX RULES: YNNN	INVOICED: 10/28/2004 15:36:23	02 FORD ESCAPE XLS FWD 4DR SPTUTY GRAY
ODMETER IN: 32049	DIST: 1FA	DATES BEGIN: 10/27/04	DONE: 10/28/04
CONCERN 51 TRANS CONCERN GRINDING NOISE		OPERATION	TECH HOURS AMOUNT
CAUSE INOP		7000F	133 1.3 93.22
CORRECTION AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSIS			
51-1	HALF SHAFT ASSEMBLY - REMOVE AND INSTALL OR REPLACE	3329AL	133 .6 43.03
	PART NUMBER	PO#	NOTE DESCRIPTION
	FMC YL8Z 3A427 CA	NONE	PHIL BLYTHES
	PARTS: COUNT 1		SHFT & JT ASY-FRT A
	FACTORY TECH: 133 - WEISER, ED		ALLOWANCE: 64.17
	CONCERN CD: P09	COND CODE: 42	
	FP-YL8Z3A427CA	LINE AUTH: JK 102704 15:56	
51-1	CONCERN CD: P09	COND CODE: 42	
TYPE: M		SUBTOTAL	
		PARTS	224.59
		SUBLET REPAIRS	75.00
		LABOR MECHANICAL	136.25
		TOTAL CHARGE FOR CONCERN	435.84
GRAND TOTALS		PAYMENT DISTRIBUTION FOR INVOICE W36825	
SUMMARY OF CHARGES FOR INVOICE W36825		TOTAL CHARGE	
PARTS	224.59	435.84	
SUBLET REPAIRS	75.00	FAC WARRANTY	
LABOR MECHANICAL	136.25	435.84	
TOTAL CHARGE	435.84		
*****IMPORTANT*****			
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PAGE 1			



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TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

310

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO	DRIVER/OWNER INFORMATION -- INVOICE: W36825
FOR OFFICE USE	VEHICLE INFORMATION
TAG: 4121 ADV: 201 SANTORO, INVOICED: 10/28/2004 15:36:23 JK	02 ESCAPE GRAY LICENSE NUMBER: MD

SATISFIED PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY!!!  
THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON

PAGE 2  
LAST PAGE





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TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

*Norris called to pick car up on 9th*

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK <input checked="" type="checkbox"/> ) APPROPRIATE BOX				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

# RENTAL

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C37211	
DUNDALK [REDACTED] MD [REDACTED] CELL: [REDACTED] WORK: [REDACTED]		DUNDALK [REDACTED] MD [REDACTED] CELL: [REDACTED] WORK: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG# 4245 ADV: 201 SANTORO INVOICE: PRELIM CUS C JK MFG: 800034 TAX RULES: YNNN INVOICED: 11/05/2004 17:01:37 ODOMETER IN: 32174 DIST: EPA DATES BEGIN: 11/03/04 DONE: 11/05/04	VIN 1FMYU011620 [REDACTED] LICENSE NUMBER: MD [REDACTED] 02 FORD ESCAPE XLS FWD 4DR SFTUTY GRAY STOCK# 00028002 DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 060602		
CONCERN 51 ACCELERATES ON ITS OWN RPMs PACE TO 3000-5000 CORRECTION DIAG CHECK FOR CODES NO PROBLEM FOUND FACTORY TECH: 100 - HAYES, CHRISTPH	OPERATION TECH AMOUNT DIAG 100 \$ .00	SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
TYPE: C			
CONCERN 52 HAVE HARD TIME TO PUT INTO PARK CORRECTION NO PROBLEM FOUND FACTORY TECH: 100 - HAYES, CHRISTPH	OPERATION TECH AMOUNT NP 100 .00	SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
TYPE: C			
GRAND TOTALS		PAYMENT DISTRIBUTION FOR INVOICE C37211	
SUMMARY OF CHARGES FOR INVOICE C37211 TOTAL CHARGE .00		CASH DUE .00 TOTAL CHARGE .00	
PAGE 1 LAST PAGE			

*Supposed to be reverse*



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MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM  
ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK <input checked="" type="checkbox"/> APPROPRIATE BOX)				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
PARTS	LABOR	TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

INVOICE TO: [REDACTED] DUNDALK MD [REDACTED] DRIVER/OWNER INFORMATION: [REDACTED] INVOICE #3913

CELL: [REDACTED] WORK: [REDACTED] DUNDALK MD [REDACTED] WORK: [REDACTED]  
FOR OFFICE USE VEHICLE INFORMATION  
TAG: 5052 ADV: 201 SANTORO, INVOICE: PRELIM WAR W JK VIN 1FAYU01162K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
TAX RULES: YNNN INVOICED: 12/17/2004 16:11:09 02 FORD ESCAPE XLS FWD 4DR SPTUTY GRAY  
ODOMETER IN: 33023 DIST: 1FA STOCK# 00028002  
DATES BEGIN: 12/15/04 DONE: 12/17/04 DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 060602

CONCERN 40 04525 3.0L LHD ACCELERATOR CABLE REPLACEMENT OPERATION TECH HOURS AMOUNT  
CAUSE RECALL 04525B 100 .4 28.68  
CORRECTION REPLACE ACCELERATOR CABLE  
PART NUMBER F09 NOTE DESCRIPTION QTY SELL  
FMC 5L8Z 9A758 AA CA ASY ACEY PCE TO C 1 10.58 10.58  
PARTS: COUNT 1 ALLOWANCE: 4.28  
FACTORY TECH: 100 - HAYES, CHRISTPH CONCERN CD: A99 COND CODE: 62  
PRG CODE : 04525  
FP-5L8Z9A758AA  
SUBTOTAL  
PARTS 14.81  
LABOR MECHANICAL 28.68  
TOTAL CHARGE FOR CONCERN 43.49  
TYPE: W



CONCERN 51 IDLE IS SURGING UP AND DOWN AT STOPS 2-3000 RPM ALSO HAS WENT AS HIGH AS 4000 OPERATION TECH HOURS AMOUNT  
14200A 100 .4 28.68  
CAUSE OPEN CIRCUIT  
CORRECTION WIRING ASSEMBLY - REPAIR  
51-1 WIRING REPAIR-PIN POINT TEST - TEST 14200A1 100 .3 21.51  
51-2 NEC TO REMOVE AIR FILTER BOX TO ACCESS WIRING REPAIRED WIRIE AND R MT14200 100 1.0 71.71  
PART NUMBER F09 NOTE DESCRIPTION QTY SELL  
FMC 6L8Z 7F293 AA SNS ASY-TRANS MAN LV 1 19.85 19.85  
PARTS: COUNT 1 ALLOWANCE: 7.94  
FACTORY TECH: 100 - HAYES, CHRISTPH CONCERN CD: D41 COND CODE: 28  
FP-6L8Z7F293AA LINE AUTH: JK 121704 16:08  
51-1 CONCERN CD: D41 COND CODE: 28

# NORRIS



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TECH ON DUTY  
MON-FRI 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON-THURS 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

RENTAL

314

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUR TOTAL	ALLOWANCE	PLUS PRICE DIFF	TAXES REC	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO	DRIVER/OWNER INFORMATION	INVOICE #
FOR OFFICE USE	VEHICLE INFORMATION	
TAG: 5052 ADV: 201 SANTORO, INVOICED: 12/17/2004 16:11:09 JK	02 ESCAPE GRAY	LICENSE NUMBER: MD

51-2 CONCERN CD: D41

COND CODE : 28

	SUBTOTAL	
PARTS		27.79
LABOR MECHANICAL		121.90
TOTAL CHARGE FOR CONCERN		149.69

SUMMARY OF CHARGES FOR INVOICE W39138

PARTS	42.60
LABOR MECHANICAL	150.53
TOTAL CHARGE	193.18

PAYMENT DISTRIBUTION FOR INVOICE W39138

TOTAL CHARGE	193.18
FAC WARRANTY	193.18

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THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK SOON.



PAGE 2  
LAST PAGE



2

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: M415A

UNDALK MO  
CELL: [REDACTED] WORK: [REDACTED]

UNDALK MO  
CELL: [REDACTED] WORK: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

AG: 4500 ADV: 201 SANTORO, INVOICE: FINEA, WAR W CT VIN 1FMYJ31162K [REDACTED] LICENSE NUMBER: PD [REDACTED]  
 -6: 800034 TAX RULES: YNNN INVOICED: 07/26/2004 08:55:47 02 FORD ESCAPE XLS FWD 4DR SATURY GRAY  
 ODOMETER IN: 29951 DIST: IEA STOCK# 00020002  
 YES BEGIN: 07/17/04 DONE: 07/09/04 DATES INSEVICE: 060602 PRODUCTION: 040502 SOLD: 060602

CONCERN 51 CHECK TRANS OPERATION WILL NOT GO INTO GEAR AT TIMES IDLE SURGES OPERATION TECH HOURS AMOUNT  
 ROSE IMPERATIVE 126500 199 .2 14.34  
 IRRADIATION EEC (BUICK TEST) - DIAGNOSIS  
 51-1 VALVE ASSEMBLY-IDLE AIR CONTROL (IAC) 1265003 199 .1 7.17  
 51-2 MASS AIRFLOW SENSOR ASSEMBLY 12650025 199 .2 14.34

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC KF22 128579 ABRM			SENSOR ASY-ENG HEMP6	1	69.35	69.35
FMC VF12 91715 AA			VALVE ASY-THROTTLE A	1	32.14	32.14
PARTS: DOUNT 2			ALLOWANCE: 40.60			

STORY TECH: 199 - DEFAULT, TECH  
 CONCERN CD: 013 COND CODE : 42  
 FP-KF22128579ABRM LINE AUTH: JP 072304 16:55  
 INDICATORS - FRANCHISE: N  
 POWERTRAIN CODES: KOED - PASS KOED - PASS  
 KOER - PASS

51-1 CONCERN CD: 013 COND CODE : 42  
 LINE AUTH: JP 072304 16:57  
 51-2 CONCERN CD: 013 COND CODE : 42  
 LINE AUTH: JP 072304 16:57

----- SUBTOTAL -----  
 PARTS 142.09  
 LABOR MECHANICAL 35.85  
 TOTAL CHARGE FOR CONCERN 177.94

E: W

CONCERN 52: CRACKING NOISE IN FRONT END OPERATION TECH HOURS AMOUNT  
 SE WEAR 6068A 199 .5 35.86  
 REACTION INSULATOR - POWERTRAIN REAR SUPPACT - REPLACE

PAGE 1

*back in 7/23 out again 7/24  
 car was still broke left it here again*

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W31454

FOR OFFICE USE

VEHICLE INFORMATION

6: 4560 ADV: 201 SANTORO, INVOICED: 07/26/2004 08:55:47 CT 02 ESCAPE GRAY LICENSE NUMBER: MD

PART NUMBER	QTY	NOTE	DESCRIPTION	QTY	SELL	
FMC YLBZ 6060 AA			INSUL ASY-ENG RR SUP	1	44.06	44.06
PARTS: COUNT 1			ALLOWANCE:	17.62		
STORY TECH: 199 - DEFAULT, TECH						
CONCERN CD: NEO			COND CODE : 63			
FD-YLB/6060AA						

7

SUBTOTAL

PARTS	61.68
LABOR MECHANICAL	35.86
TOTAL CHARGE FOR CONCERN	97.54

PE: W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W31454

RTS	203.77
LABOR MECHANICAL	71.71
TOTAL CHARGE	275.48

PAYMENT DISTRIBUTION FOR INVOICE W31454

TOTAL CHARGE	275.48
FAC WARRANTY	275.48

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE.

DATE OPENED	NO#	DATES INVOICED
07/12/04	31142	CLS - 07/19/04 (#)
07/01/04	30600	CLS - 07/12/04 (#) WAR - 07/12/04 (#)

additional services no paper work provided

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PAGE 2  
LAST PAGE

2/

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: C34286

\*\*\*REPRINT\*\*\*

NDALK MD  
LL: / WORK:

DUNDALK MD  
CELL: WORK:

FOR OFFICE USE

VEHICLE INFORMATION

G: 36% ADV: 201 SHILOH, INVOICE: FINAL CUS C W JR  
3: 800034 TAX RULES: YNNN INVOICED: 09/20/2004 11:47:45  
OMETER IN: 31169 LOCATION: TIM DIST: IFA  
LES BEGIN: 09/07/04 DONE: 09/16/04

VIN 1FMYU01162 LICENSE NUMBER: MD  
02 FORD ESCAPE XLS FWD 4DR SP10TY GRAY  
STOCK# 00028002  
DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 050602

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT
02	OIL & FILTER CHANGE & LUBE	OF	100	*
RECTION	OIL & FILTER CHANGE & LUBE			
	PART NUMBER	QTY	SELL	
	FMC FL 820 S	15		
	FMC NEW OIL	58		
STORY	TECH: 100 - HAYES, CHRISTPH			
FE: C				TOTAL CHARGE FOR CONCERN 21.95

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT
24	PERFORM MULTI-POINT INSPECTION	99P	100	.00
RECTION	PERFORM MULTI-POINT INSPECTION			
STORY	TECH: 100 - HAYES, CHRISTPH			
FE: C				TOTAL CHARGE FOR CONCERN .00

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT
52	PRINT COPY OF SERV HISTORY	NC	100	.00
RECTION	NO CHARGE			
STORY	TECH: 100 - HAYES, CHRISTPH			
FE: C				TOTAL CHARGE FOR CONCERN .00

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT
53	HARD TO START AT TIMES	NP	100	.00
RECTION	NO PROBLEM FOUND WDS TEST NO CODES			
STORY	TECH: 100 - HAYES, CHRISTPH			
FE: C				TOTAL CHARGE FOR CONCERN .00

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: C34206

FOR OFFICE USE

VEHICLE INFORMATION

6: 5606 ADV: 201 SANTORO, INVOICED: 09/20/2004 11:47:45 JR 02 ESCAPE GRAY LICENSE NUMBER: MD

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C34206

RTS	14.95
INVOICE MATERIAL	.35
ROB MECHANICAL	7.00
B-TOTAL	22.30
X	.77
TOTAL CHARGE	23.07

PAYMENT DISTRIBUTION FOR INVOICE C34206

TOTAL CHARGE	23.07
CASH DUE	23.07

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
WAR - WARRANTY

PAGE 2  
LAST PAGE

\*\*\*\*\*  
 \* INQUIRY PERFORMED FOR: RESERVATION ADV# 201  
 \* CUSTOMER NAME: [REDACTED]  
 \*\*\*\*\*

1FMYU01162H [REDACTED] 09/07/2004 15:29:39  
 2002 ESCAPE 4 DR XLS MPV 4X2  
 3.0L EFI DOHC 2M11A30A CD4E AUTO TRANSAXLE AXLE CD: 96  
 \*WARRANTY START DATE 06/06/2002 BUILD DATE 04/05/2002 START ODOM  
 \*OPEN CAMPAIGNS

02M01  
 CAUTION: MAY NOT NEED REPAIR SERVICE ONLY IF CONCERN IS PRESENT.  
 PLEASE REFER TO DEALER LETTER FOR PROGRAM COVERAGE  
 TUBE-MOUNTED EGR PRESSURE SENSOR - ADDITIONAL COVERAGE OF 2 YRS/24,000 MILES - !  
 EEC BULLETIN 02M01 FOR 2002 2.0L ZETEC FOCUS' W/DASH MOUNTED EGR PRESSURE SENSOR  
 LESS THAN TWO DEALER APPROVED AWA REPAIR VISITS PAID TO DATE

\*EXTENDED COVERAGES  
 758 USA 2002 NEW 72/60,000 EXTRACARE W/ROADSIDE ASSISTANCE  
 STANDARD DEDUCTIBLE: 50 USD  
 OWNER NAME: [REDACTED]

OPTIONS:  
 EXPIRATION DATE: 06/06/2008 DISTANCE: 60,000  
 RENTAL: 28 USD UP TO 10 DAYS TOWING: 0 USD  
 CONTRACT SOLD BY: USA 00034

ESP CONTRACT START DATE: 06/06/2002  
 THE ROAD HAZARD TIRE COVERAGE BENEFIT EXTENDED TO ELIGIBLE FORD MOTOR  
 COMPANY VEHICLES IS ONLY IN EFFECT DURING THE TERM OF THE NEW VEHICLE  
 LIMITED WARRANTY.

DEALER: Norris Ford REPAIR DATE: 07/17/2004  
 WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 029951 M

INOOPERATIVE EEC (QUICK TEST) - DIAGNOSIS  
 CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER	PART DESCRIPTION	QTY	LABOR	OP
XF2Z 12B579ABRM	SENSOR EEC MASS AIR	001	126500	
YF1Z 9F715AA	VALVE-AIR BYPASS	001	1265003	
		000	12650025	

DEALER: Norris Ford REPAIR DATE: 07/17/2004  
 WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 029951 M

WEAK INSULATOR - POWERTRAIN REAR SUPPORT - REPLACE  
 CONDITION CODE AND DESC = 63 WEAK/SOFT/SAGGED (IN

PART NUMBER	PART DESCRIPTION	QTY	LABOR	OP
YL8Z 6068AA	INSULATOR ASY	001	6068A	

DEALER: Norris Ford REPAIR DATE: 07/01/2004  
 WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 029874 M

INOP AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS -  
 DIAGNOSIS

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER	PART DESCRIPTION	QTY	LABOR	OP
YL8Z 7F293AA	RANGE SENSOR - TRANS	001	7000F	
XT 20DX		016	7000F2	
		000	7000F5	
		000	MT7000	

DEALER: Norris Ford REPAIR DATE: 06/23/2004  
 WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 029305 M

LEAKING STEERING GEAR ASSEMBLY - REMOVE AND INSTALL O  
 R REPLACE

CONDITION CODE AND DESC = D1 POROSITY

PART NUMBER	PART DESCRIPTION	QTY	LABOR	OP
YL8Z 3504TARM	GEAR ASY-STEERING	001	35040	

(9)

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W34206

\*\*\*REPRINT\*\*\*

NDALK MD  
LL: WORK:

DUNDALK MD  
CELL: WORK:

FOR OFFICE USE

VEHICLE INFORMATION

KG: 5606 ADV: 201 SANFORD, INVOICE: FINAL WAR C W JR  
E: 800034 TAX RULES: YVNNN INVOICED: 09/20/2004 11:47:45  
OMETER IN: 31169 LOCATION: TIM DIST: 1FA  
TES BEGIN: 09/07/04 DONE: 09/16/04

VIN 1FMYU01162K LICENSE NUMBER: MD  
02 FORD ESCAPE XLS FWD 4DR SATURY GRAY  
STOCK# 00028002  
DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 060602

ALERN 51 CURT REPORTS TRANS IS SLIPPING WONT GO INTO REVERSE ETC... SEE HIST  
USE NAF  
RECTION AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSIS  
CTORY TECH: 133 - WEISER, ED  
CONCERN CD: P01 COND CODE: 42  
LINE RUTH: JK 091604 09:45

OPERATION	TECH	HOURS	AMOUNT
70000	133	1.3	93.22

SUBTOTAL

LABOR MECHANICAL	93.22
TOTAL CHARGE FOR CONCERN	93.22

PE: W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W34206	
LABOR MECHANICAL	93.22
TOTAL CHARGE	93.22

PAYMENT DISTRIBUTION FOR INVOICE W34206	
TOTAL CHARGE	93.22
FAC WARRANTY	93.22

\*\*\*\*\*IMPORTANT\*\*\*\*\*

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THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON

PAGE 1  
LAST PAGE

*back in 9/16 out 9/20*

✓

INVOICE 0

DRIVER/OWNER INFORMATION — INVOICE: C35744

NOALK  
LL: [REDACTED] WORK: [REDACTED]  
FOR OFFICE USE

MD [REDACTED]

DUNDALK MD [REDACTED]  
CELL: [REDACTED] WORK: [REDACTED]

G: 9721 ADV: 200 STRICH,  
G: 800034 TAX RULES: YNN  
OMETER IN: 31701  
TES BEGIN: 10/05/04 DONE: 10/06/04

INVOICE: FINAL CUS W C JR  
INVOICED: 10/07/2004 09:28:19  
DIST: 1FA

VEHICLE INFORMATION  
VIN 1FMYU011629 [REDACTED] LICENSE NUMBER: MD [REDACTED]  
02 FORD ESCAPE XLS FWD 4DR SPTUTY GRAY  
STOCK# 00028002  
DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 050602

DCERN 51 CHECK TRANS ENGAGEMENT WON'T GO INTO REVERSE AT TIMES  
RECTION RELATED TO LINE 5A  
STORY TECH: 131 - SEARS, ROB

OPERATION TECH AMOUNT  
NC 131 .00

PE: C

----- SUBTOTAL -----  
TOTAL CHARGE FOR CONCERN .00

DCERN 52 CHECK TRANS ENGAGEMENT HARSH  
RECTION RELATED TO LINE 5A  
STORY TECH: 131 - SEARS, ROB

OPERATION TECH AMOUNT  
NC 131 .00

PE: C

----- SUBTOTAL -----  
TOTAL CHARGE FOR CONCERN .00

DCERN 53 CHECK ENGINE IDLE SPEED  
RECTION OK AT THIS TIME  
# NOTES - NOTE - ADJUST TRANS LINKAGE AS PER SHOP MANUAL  
STORY TECH: 131 - SEARS, ROB

OPERATION TECH AMOUNT  
OK 131 .00

PE: C

----- SUBTOTAL -----  
TOTAL CHARGE FOR CONCERN .00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C35744  
TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE C35744  
CASH DUE .00  
TOTAL CHARGE .00

REMARK: THE FOLLOWING INVOICES ALSO EXIST  
WAR - WARRANTY

PAGE 1  
LAST PAGE

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W35744

\*\*\*@PRINT\*\*\*

DUNDALK

MD

DUNDALK

MD

CELL: [REDACTED]

WORK: [REDACTED]

CELL: [REDACTED]

WORK: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

G: 9721 ADW: 200 STRICH, INVOICE: FINAL WAR W C JR  
3: 000034 TAX RULES: Y NNN INVOILED: 10/07/2004 09:28:19  
OMETER IN: 31701 DIST: 1FA  
YES BEGIN: 10/05/04 DATE: 10/06/04

VIN IFMYU01162K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
02 FORD ESCAPE XLS FWD 4DR SPTUTY GRAY  
STOCK# 00020002  
DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 060602

ALERN 54\* ALIGN SHIFT CABLE  
USE INOP  
RECTION AUTOMATIC TRANSMISSION MANUAL LINKAGE OR SHIFT CABLE - ADJUS  
STORY TECH: 131 - SEARS, ROB  
CONCERN CD: P01 LIND CODE : 42

OPERATION	TECH	HOURS	AMOUNT
7326C	131	.2	14.34
	131	.85	.00

8

SUBTOTAL

LABOR MECHANICAL	14.34
TOTAL CHARGE FOR CONCERN	14.34

PE: W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W35744	
LABOR MECHANICAL	14.34
TOTAL CHARGE	14.34

PAYMENT DISTRIBUTION FOR INVOICE W35744	
TOTAL CHARGE	14.34
FAC WARRANTY	14.34

\*\*\*\*\*IMPORTANT\*\*\*\*\*  
YOU MAY RECEIVE A SATISFACTION SURVEY FROM FORD MOTOR COMPANY IN THE  
NEXT FEW WEEKS.... IF FOR ANY REASON YOU CANNOT SCORE US A COMPLETELY  
SATISFIED PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY!!!  
THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON

PAGE 1  
LAST PAGE





STORE# 2435  
 2399 N. POINT BLVD  
 DUNDALK, MD 21222 US  
 (410)284-5412

Service Order:



485700 51584

DATE 11-07-2004	NAME [REDACTED]	BALTO., MD	PHONE # [REDACTED]
YEAR 2002	MAKE FORD	MODEL ESCAPE	COLOR Grey
LICENSE TEMP	ODOMETER 24555	CUSTOMER ARRIVAL TIME 2004-01-30 10:24 AM	SERVICE COMPLETED TIME 2004-01-30 11:45 AM

Service Description	Service
ISPT CONV FEAT - Front Signal Light - CHECKED - Tail Lights - CHECKED - Third Brake Light - CHECKED - Head Light High Beam - CHECKED - Vacuum Carpet - COMPLETE - Wiper - Passenger - CHECKED - Oil - REPLACED 6.0 Qu - Additive - NOT APPLICABLE - Transmission Fluid - CHECKED - Power Steering - CHECKED - Transfer Case Fluid - NOT APPLICABLE - Tire Pressure - CHECKED, P.33 R.33 - Pre Service Oil Check - CHECKED, Half Quart Low TIRE ROTATION [ 4 @ 1.50]	19.94 - Rear Signal Light - CHECKED - Brake Lights - CHECKED - Head Light Low Beam - CHECKED - Wash Windshield - CHECKED - Wiper - Driver - CHECKED - Wiper - Rear - NOT APPLICABLE - Oil Filter - REPLACED - Air Filter - CHECKED - Washer Fluid - FILLED - Differential Fluid - NOT APPLICABLE - Grease Fittings - COMPLETE, 0 Frags - Oil Pressure - CHECKED
- Rotation - COMPLETE - Rotation - COMPLETE NEW TIRE [ 2 @ 0.00] Whitewall - IN - New Tires - COMPLETE DOT: PJUAMKR3703 - Valve Stem - Install - COMPLETE TIRE PROTECTIO [ 2 @ 8.01]	- 6.00 - 6.00 - Rotation - COMPLETE - Rotation - COMPLETE - New Tires - COMPLETE DOT: PJUAMKR4103 - Valve Stem - Install - COMPLETE
- Tire Warranty Accepted - N/C Tire Mount - Balance (Required) - COMPLETE TIRE HAULER FE [ 2 @ 0.70] - Dispose of Old Tire Accepted - COMPLETE	- Tire Warranty Accepted - N/C Tire Mount - Balance (Required) - COMPLETE - Dispose of Old Tire Accepted - COMPLETE
LUG TORQUE Driver Front 100 FT-LB Driver Rear 100 FT-LB TREAD DEPTH Driver Front - 7/32 Driver Rear - 7/32	Passenger Front 100 FT-LB Passenger Rear 100 FT-LB Passenger Rear - 7/32 Passenger Front - 7/32

Merchandise Description	Quantity	Unit Price	Merchandise
QSTATE 10W30 BULK	5.0	1.34	Included
QSTATE 10W30 BULK	1.0	1.34	1.34
PRO 2 O PH2PRO	1	1.88	Included
P225/70R15 RWL DP GT	1	62.88	62.88
P225/70R15 RWL DP GT	1	62.88	62.88
VALVE STEM TR-414	1	1.75	1.75
VALVE STEM TR-414	1	1.75	1.75

Customer Comments WHITE IN
Technician Comments

Total (Excluding Tax) 167.96

**DISCLAIMER**  
 I hereby authorize the stated repair work to be done along with the necessary material, and hereby grant Wal-Mart 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.  
**WAL-MART IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND WAL-MART'S CONTROL**

[REDACTED SIGNATURE] 01-30-2004  
 CUSTOMER SIGNATURE DATE

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED \_\_\_\_\_  
 DATE \_\_\_\_\_  
 SERV WRTR/GMETER: THEODORE 1788  
 TIRE TECHNICIAN: STANFORD 2469  
 QUALITY COUNTRONL TECH: GEORGE 1410  
 COURTESY TECHNICIAN: DANIEL 1756  
 LOWER BAY TECHNICIAN: DANIEL 1756  
 UPPER BAY TECHNICIAN: DANIEL 1756

STORE# 3489  
 6420 PETRIE WAY  
 BALTIMORE (ROSEDALE), MD 21237 US  
 (410)687-4858  
 LIC# MARYLAND

Service Order:



485700 52434

DATE 11-08-2004	NAME [REDACTED]	BALTIMORE, MD	PHONE # [REDACTED]
YEAR 2002	MAKE FORD	MODEL ESCAPE	COLOR Grey
LICENSE XXXXXX	ODOMETER 28095	CUSTOMER ARRIVAL TIME 2004-04-27 05:52 PM	SERVICE COMPLETED TIME 2004-04-27 07:39 PM

Service Description	Service
LOF CONV FEATU - Oil - REPLACED, 6.0 Qts - Grease Fittings - COMPLETE, 0 Ftngs - Pre Service Oil Check - CHECKED, Full  TREAD DEPTH Driver Front - 1/32      Driver Rear - 9/32      Passenger Rear - 9/32      Passenger Front - 8/32	16.94

Merchandise Description	Quantity	Unit Price	Merchandise
QSTATE 5W30 BULK	5.0	1.34	Included
QSTATE 5W30 BULK	1.0	1.34	1.34
PRO 2 O PH2PRO	1	1.88	Included
<b>Total (Excluding Tax)</b>			18.28

Customer Comments  
 Technician Comments

**DISCLAIMER**  
 I hereby authorize the stated repair work to be done along with the necessary material, and hereby grant Wal-Mart 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.  
 WAL-MART IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND WAL-MART'S CONTROL.

[REDACTED SIGNATURE]      04-27-2004  
 CUSTOMER SIGNATURE      DATE

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED

DATE

LOWER BAY TECHNICIAN: VERNON 1548  
 UPPER BAY TECHNICIAN: VERNON 1548  
 COURTESY TECHNICIAN: VERNON 1548

HAVE YOUR LUG NUTS RETOROUED AFTER THE FIRST 50 MILES.



NORRIS FORD  
901 MERRITT BOULEVARD  
BALTIMORE, MARYLAND 21222  
TELEPHONE (410) 285-0200

503

AUTHORIZED SYSTEM MEMBER

www.norrisford.com

RENTER NAME AND ADDRESS [REDACTED]				INIT	STN	PRINT DATE	RETURN LOCATION#	RA NO	COPIES
DUNDALK MD [REDACTED]				554	001		NORRIS	36311	
DRIVER LICENSE#		ST	EXPIRES	VEHICLE UNIT NO	ST	LICENSE PLATE	VR	MAKE	MODEL
5510488 [REDACTED]		MD	05/12/07	[REDACTED]	MD	[REDACTED]	04	FORD	FOCUS
DATE OF BIRTH		RATE CLASS	REVENUE LOCATION	VEHICLE TYPE	EXPIRATION OF CONTRACT		BODY	COLOR	
05/12/75		ESP98		SUB	07/02/04 18		4DR SDN	WHITE	
LOCAL CONTACT				DATE / TIME OUT		ODOMETER OUT		FUEL OUT	
LOCAL PHONE				07/01/04 17:18		5009		8	
HOME PHONE				DATE / TIME IN		ODOMETER IN		FUEL IN	
WORK PHONE									
EXTN				FREE MILES-DAY	PER WEEK	PER MONTH	MILES DRIVEN	FUEL CHARGES	
EMPLOYER NAME AND ADDRESS				100					
U.S. POSTAL SERVICE									
NOTE				TIME CHARGED		DAYS @		28.00	
ESSKAY/02 ESCAPE - ROB						MILES @		.15	
[REDACTED]									
2ND DRIVER NAME				GAS					
NONE				OUT IN					
DATE OF BIRTH				E E					
				1/4 1/4					
DRIVER LICENSE NO				1/2 1/2					
				3/4 3/4					
3RD DRIVER NAME (THIS SECTION HANDWRITTEN)				F F					
DATE OF BIRTH				RATE PER DAY		11.99		COMPREHENSIVE/COLLISION DAMAGE WAIVER	
DRIVER LICENSE NO									
ST EXPIRES TYPE									
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)									
(CCDW IS NOT INSURANCE)									
By initialing, You accept or decline the optional Comprehensive/Collision Damage Waiver at the rate listed above. By declining the waiver, You accept responsibility for all loss or damage to the Vehicle as described in Paragraph 4. Before accepting the waiver, You may want to determine whether Your own auto insurance or credit card agreement covers all or part of such damage. Even if You accept the waiver, You will be responsible for loss or damage resulting from any violation of Paragraph 5 of this Agreement.				ACCEPTS					
				DECLINES					
				X					
VEHICLE CONDITION				SPARE & JACK O.K.		CUSTOMER INITIALS			
OUT				<input type="checkbox"/>					
IN				<input type="checkbox"/>					
REMARKS:									
NOTICE:									
Please read the following carefully:									
* If You are not identified on the Rental Record by a corporate account number, no liability insurance is provided; and (b) If the Vehicle is rented as a replacement vehicle, your motorist liability insurance is provided; and (c) If the Vehicle is repaired or replaced in whole or in part, the insurance on the vehicle being repaired or replaced is primary coverage to the replacement vehicle and the coverage maintained by Licensee is secondary. Please see the Terms and Conditions.									
* Where permitted by law, all insureds including Licensee, You and all Authorized Drivers, shall be deemed Motorist, Uninsured Motorist, No Fault or Supplemental No Fault insurance coverage.									
* By signing this Agreement, You acknowledge that You have read both sides of this Agreement and agree to all of its Terms and Conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.									
THIS AGREEMENT SHOULD NOT EXCEED A 30 DAY PERIOD.									
CUSTOMER SIGNATURE									
EXTEND TO		ADDITIONAL CASH DEPOSIT \$		DATE		INITIALS			
EXTEND TO		ADDITIONAL CASH DEPOSIT \$		DATE		INITIALS			
CHECKED OUT BY:				CHECKED IN BY:					



**NORRIS FORD**  
 901 MERRITT BOULEVARD  
 BALTIMORE, MARYLAND 21222  
 TELEPHONE (410) 285-0200

119 (1)

AUTHORIZED SYSTEM MEMBER  
 RENTER NAME AND ADDRESS

www.norrisford.com

INIT	STN	PRINT DATE	RETURN LOCATION	RA NO.	COPIES
564	001		NORRIS	36893	1
VEHICLE UNIT NO.	ST	LICENSE PLATE	YR	MAKE	MODEL
REN2446	MD		04	FORD	TAURUS
VEHICLE TYPE	EXPIRATION OF CONTRACT	BODY	COLOR		
MED	07/12/04 20	4DR SDN	TAN/BEI		
DATE / TIME OUT	ODOMETER OUT		FUEL OUT		
07/10/04 14:39	2562		8		
DATE / TIME IN	ODOMETER IN		FUEL IN		
FREE MILES-DAY	PER WEEK	PER MONTH	MILES DRIVEN	FUEL CHARGES	
100					

TIME CHARGED		CHARGES
DAYS @	28.00	
MILES @	.20	

GAS		RATE PER DAY	
OUT	IN		
E	E		
1/4	1/4		
1/2	1/2		
3/4	3/4		
F	F		
RATE PER DAY		11.99	COMPREHENSIVE COLLISION DAMAGE WAIVER
ACCEPTS			
DECLINES			
CUSTOMER INITIALS			

DUNDALK MD

DRIVER LICENSE NO. 5510488 ST MD EXPIRES 05/12/07 TYPE C

RATE CLASS ESP98

LOCAL CONTACT LOCAL PHONE

WORK PHONE EXTN

EMPLOYER NAME AND ADDRESS  
 U.S. POSTAL SERVICE

NOTE  
 BSSKAY/02 ESCAPE - SANTORO

DATE OF BIRTH  
 NONE

DRIVER LICENSE NO. ST EXPIRES TYPE

3RD DRIVER NAME (THIS SECTION HANDWRITTEN) DATE OF BIRTH

DRIVER LICENSE NO. ST EXPIRES TYPE

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)  
 (CCDW IS NOT INSURANCE)

By initialing, You accept or decline the optional Comprehensive/Collision Damage Waiver at the rate listed above. By declining the waiver, You accept responsibility for all loss or damage to the Vehicle as described in Paragraph 4. Before accepting the waiver, You may want to determine whether Your own auto insurance or credit card agreement covers all or part of such damage. Even if You accept the waiver, You will be responsible for loss or damage resulting from any violation of Paragraph 5 of this Agreement.

VEHICLE CONDITION  
 OUT

SPARE & JACK O.K.

REMARKS:

**NOTICE:**  
 Please read the following carefully:  
 \* If You are not identified on the Rental Record by a corporate account number, only MINIMUM LIABILITY INSURANCE IS PROVIDED; and (b) If the Vehicle is rented as a replacement vehicle while your vehicle is being serviced or repaired, the insurance on the vehicle being repaired or serviced is primary coverage for the replacement vehicle and the coverage maintained by Licensee is secondary. Please see the Terms and Conditions.  
 \* Where permitted by law, all insureds including Licensee, You and all Authorized Drivers need Uninsured Motorist, Underinsured Motorist, No Fault or Supplemental No Fault insurance coverage.  
 \* By signing this Agreement, You acknowledge that You have read both sides of this Agreement and agree to all of its terms and conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.

**Notice:** This contract offers, for an additional charge, a Comprehensive/Collision Damage Waiver to cover Your responsibility for damage to the Vehicle. Before deciding whether to purchase the Comprehensive/Collision Damage Waiver, You may wish to determine whether Your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under Your own insurance coverage. The purchase of this Comprehensive/Collision Damage Waiver is not mandatory and may be waived. Maryland law requires that all Maryland residents' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less.

CUSTOMER SIGNATURE

EXTEND TO	ADDITIONAL CASH DEPOSIT \$	DATE	INITIALS
EXTEND TO	ADDITIONAL CASH DEPOSIT \$	DATE	INITIALS

CHECKED OUT BY: CHECKED IN BY:



1-CAR

NORRIS FORD  
901 MERRITT BOULEVARD  
BALTIMORE, MARYLAND 21222  
TELEPHONE (410) 285-0200

3

www.norrisford.com

INIT	STN	PRINT DATE	RETURN LOCATION	FA NO.	COPIES
VEHICLE UNIT NO.	ST	VEHICLE TYPE	EXPIRATION OF CONTRACT	MAKE	MODEL
DATE OF RENT	12/07	DATE TIME IN	11:20	ODOMETER OUT	FUEL OUT
DATE TIME IN	10/11/04	ODOMETER IN	1050	FUEL IN	
FREE MILES-DAY	PER WEEK	PER MONTH	MILES DRIVEN	FUEL CHARGES	

REVENUE LOCATION: [REDACTED]

BILL TO NAME: [REDACTED]

LOCAL CONTACT: [REDACTED]

LOCAL PHONE: [REDACTED]

EXTN: [REDACTED]

DATE OF BIRTH: [REDACTED]

TYPE: [REDACTED]

3RD DRIVER NAME (THIS SECTION HANDWRITTEN): [REDACTED]

DATE OF BIRTH: [REDACTED]

DRIVER LICENSE NO.: [REDACTED]

ST: [REDACTED]

EXPIRES: [REDACTED]

TYPE: [REDACTED]

NOTE: 02 Escape

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)  
(CCDW IS NOT INSURANCE)

GAS	OUT	IN
	E	E
	1/4	1/4
	1/2	1/2
	3/4	3/4
	F	F

By initialing, You accept or decline the optional Comprehensive/Collision Damage Waiver at the rate listed above. By declining the waiver, You accept responsibility for all loss or damage to the Vehicle as described in Paragraph 4. Before accepting the waiver, You may want to determine whether Your own auto insurance or credit card agreement covers all or part of such damage. Even if You accept the waiver, You will be responsible for loss or damage resulting from any violation of Paragraph 5 of this Agreement.

VEHICLE CONDITION

OUT

IN

REMARKS:

RATE PER DAY	COMPREHENSIVE COLLISION DAMAGE WAIVER
ACCEPTS	
DECLINES	X IS
CUSTOMER INITIALS	

Notice: This contract offers, for an additional charge, a Comprehensive/Collision Damage Waiver to cover Your responsibility for damage to the Vehicle. Before deciding whether to purchase the Comprehensive/Collision Damage Waiver, You may wish to determine whether Your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under Your own insurance coverage. The purchase of this Comprehensive/Collision Damage Waiver is not mandatory and may be waived. Maryland law requires that all Maryland renters' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less.

NOTICE

Please read the following carefully:

If You do not intend to use the Rental Record by a corporate account holder, all Third Party LIABILITY INSURANCE IS PROVIDED and if the Vehicle is rented as a replacement vehicle while Your vehicle is being repaired or replaced, the amount of the amount on the vehicle being replaced is primary coverage for the replacement. Vehicle and the coverage maintained by Licensee is secondary. Please see the Terms and Conditions.

When permitted by law, all rates including Licensee, Rental and Authorized Driver need Uninsured Motorist, Underinsured Motorist, No Fault or Supplemental No Fault insurance coverage. This Agreement and agree to all of the Terms and Conditions. You also agree to be held responsible for all loss and possession of Authorized Drivers while they drive the Vehicle and their failure to comply with the terms and Conditions of this Agreement.

EXTEND TO: [REDACTED] ADDITIONAL CASH DEPOSIT \$ [REDACTED] DATE [REDACTED] INITIALS [REDACTED]

CHECKED OUT BY: [REDACTED] CHECKED IN BY: [REDACTED]



NORRIS FORD  
901 MERRITT BOULEVARD  
BALTIMORE, MARYLAND 21222  
TELEPHONE (410) 285-0200

4000

(4)

AUTHORIZED SYSTEM MEMBER  
RENTER NAME AND ADDRESS

www.norrisford.com

Balto, Md.

DRIVER LICENSE NO. [REDACTED] ST MD EXPIRES 5-12-07 TYPE C

RATE CLASS C REVENUE LOCATION [REDACTED] BILL TO NAD NO. [REDACTED]

LOCAL CONTACT [REDACTED] LOCAL PHONE [REDACTED]

HOME PHONE [REDACTED] WORK PHONE [REDACTED] EXTN [REDACTED]

EMPLOYER NAME AND ADDRESS

U.S. Postal Service

NOTE

Eskey / 02 escape - Bob Bekke  
Jane Belief

2ND DRIVER NAME

None

DATE OF BIRTH

DRIVER LICENSE NO.

ST

EXPIRES

TYPE

3RD DRIVER NAME (THIS SECTION HANDWRITTEN)

DATE OF BIRTH

DRIVER LICENSE NO.

ST

EXPIRES

TYPE

GAS

OUT	IN
E	E
1/4	1/4
1/2	1/2
3/4	3/4
F	F

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)  
(CCDW IS NOT INSURANCE)

By initialing, You accept or decline the optional Comprehensive/Collision Damage Waiver at the rate listed above. By declining the waiver, You accept responsibility for all loss or damage to the Vehicle as described in Paragraph 4. Before accepting the waiver, You may want to determine whether Your own auto insurance or credit card agreement covers all or part of such damage. Even if You accept the waiver, You will be responsible for loss or damage resulting from any violation of Paragraph 5 of this Agreement.

VEHICLE CONDITION

OUT

SPARE & JACK O.K.

IN

REMARKS:

INIT	STN	PRINT DATE	RETURN LOCATION	RA NO	COPIES
VEHICLE UNIT NO.	ST	LICENSE PLATE	YR	MAKE	MODEL
2488	Md	[REDACTED]	04	Ford	TAUKE
VEHICLE TYPE	EXPIRATION OF CONTRACT	BODY	COLOR		
MED	10-22-04	4Dr.	Black		
DATE / TIME OUT	ODOMETER OUT	FUEL OUT			
10-26-04 18:05	5314				
DATE / TIME IN	ODOMETER IN	FUEL IN			
FREE MILES-DAY	PER WEEK	PER MONTH	MILES DRIVEN	FUEL CHARGES	
100					

TIME CHARGED

CHARGES

DAY @ 28.00

RATE PER DAY

RATE PER DAY

COMPREHENSIVE/COLLISION DAMAGE WAIVER

ACCEPTS

X

DECLINES

X CS

CUSTOMER INITIALS

NOTICE:

Please read the following carefully:  
 \* If You are not identified on the Rental Record by a corporate account number, (a) only MINIMUM LIABILITY INSURANCE IS PROVIDED; and (b) if the Vehicle is rented as a replacement vehicle while your vehicle is being serviced or repaired, the insurance on the vehicle being repaired or serviced is primary coverage for the replacement Vehicle and the coverage maintained by Licensee is secondary. Please see the Terms and Conditions.  
 \* Where permitted by law, all hazards including Licensee, You and all Authorized Drivers reject Uninsured Motorist, Uninsured Motorist, No Fault or Supplemental No Fault Insurance coverage.  
 \* By signing this Agreement, You acknowledge that You have read both sides of this Agreement and agree to all of its Terms and Conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.

Notice: This contract offers, for an additional charge, a Comprehensive/Collision Damage Waiver to cover Your responsibility for damage to the Vehicle. Before deciding whether to purchase the Comprehensive/Collision Damage Waiver, You may wish to determine whether Your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under Your own insurance coverage. The purchase of this Comprehensive/Collision Damage Waiver is not mandatory and may be waived. Maryland law requires that all Maryland residents' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less.

EXTEND TO	ADDITIONAL CASH DEPOSIT	DATE	INITIALS
	\$ 0		
EXTEND TO	ADDITIONAL CASH DEPOSIT	DATE	INITIALS
	\$		
CHECKED OUT BY	CHECKED IN BY		





901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

①

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK <input type="checkbox"/> APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

WAIT

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

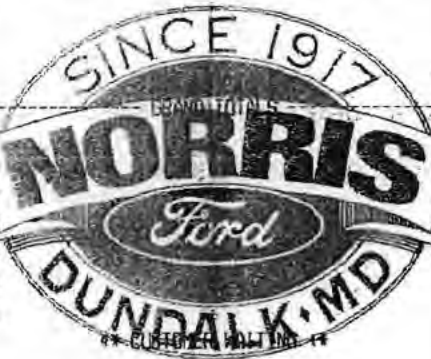
THIS FORM PRINTED ON PREMIUM CARBONLESS, RECYCLABLE PAPER

© 1979 JET

INVOICE TO	DRIVER/OWNER INFORMATION	INVOICE: C92994
<b>[REDACTED]</b> DUNDALK MD <b>[REDACTED]</b> HOME: <b>[REDACTED]</b> WORK: <b>[REDACTED]</b>	<b>[REDACTED]</b> DUNDALK MD <b>[REDACTED]</b> HOME: <b>[REDACTED]</b> WORK: <b>[REDACTED]</b>	
FOR OFFICE USE		VEHICLE INFORMATION
TAG: 1239 ADV: 205 BURKE, CH INVOICE: PRELIM CUS C	VIN 1FMYU01162K <b>[REDACTED]</b>	LICENSE NUMBER: MD <b>[REDACTED]</b>
HFG: 800034 TAX RULES: YMMN INVOICED: 09/13/2002 09:59:41	02 FORD ESCAPE XLS FWD 4DR SPTUTY GRAY	STOCK# 00028002
ODOMETER IN: 3452 LOCATION: TIM DIST: 1FA	DATES IN SERVICE: 060602 PRODUCTION: 040502 SOLD: 060602	

CONCERN 02 OIL & FILTER CHANGE & LUBE MILEAGE STICKER	COUPON FOR 19.95 TOP ALL FLUIDS AND INSTALL	OPERATION OF	TECH 121	AMOUNT \$
CORRECTION OIL & FILTER CHANGE & LUBE	FACTORY TECH: 121 - DEANE, JIM	TOTAL CHARGE FOR CONCERN 19.95		
TYPE: C				

SUMMARY OF CHARGES FOR INVOICE C92994	
SERVICE MATERIAL	.24
LABOR MECHANICAL	6.00
PARTS	13.95
SUB-TOTAL	20.19
TAX	.71
TOTAL CHARGE	20.90



PAYMENT DISTRIBUTION FOR INVOICE C92994	
TOTAL CHARGE	20.90
CASH DUE	20.90

PREFERRED TREATMENT

PAGE 1  
LAST PAGE

RECEIVED PAYMENT  
NORRIS FORD, INC.

ON LINE SERVICE INVOICING BY DCT DEALER COMPUTER SERVICES, INC.

TO REORDER FORMS OR SUPPLIES CALL 1-800-899-4048 EXT. 8050



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

2

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

WAIT

236

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C98191	
DUNDALK MD		DUNDALK MD	
WORK: HOME:		WORK: HOME:	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 7160 ADV: 206 HENNING, INVOICE: PRELIM CUS C JP		VIN 1FHYU01162K LICENSE NUMBER: MD	
MFG: 800034 TAX RULES: YTHM INVOICED: 12/06/2002 13:56:07		02 FORD ESCAPE XLS FWD 4DR SP TURT GRAY	
ODOMETER IN: 6272 DIST: JFA		STOCK: 00028002	
DATE: BEGIN: 12/06/02 DONE: 12/06/02		DATES IN SERVICE: 06/06/02 PRODUCTION: 040502 SOLD: 06/06/02	
CONCERN 02 OIL & FILTER CHANGE & LUBE	OPERATION	TECH	AMOUNT
CORRECTION OIL & FILTER CHANGE & LUBE	OF	152	
FACTORY TECH: 152 - OMENS, REGINALD	TOTAL CHARGE FOR CONCERN		19.95 21.95
TYPE: C			
CONCERN 11 ROTATE TIRES	OPERATION	TECH	AMOUNT
CORRECTION ROTATE TIRES	ROTATE	152	
FACTORY TECH: 152 - OMENS, REGINALD	TOTAL CHARGE FOR CONCERN		13.00 15.00
TYPE: C			
SUMMARY OF CHARGES FOR INVOICE C98191		PAYMENT DISTRIBUTION FOR INVOICE C98191	
SERVICE MATERIAL	.88	TOTAL CHARGE	38.62
LABOR MECHANICAL	22.00	CASH DUE	38.62
PARTS	14.95		
SUB-TOTAL	37.83		
TAX	.79		
TOTAL CHARGE	38.62		
PREFERRED TREATMENT			



\*\* CUSTOMER WAITING \*\*

RECEIVED PAYMENT  
NORRIS FORD, INC.

Coupon  
Left home  
Huh

35.03

PAGE 1  
LAST PAGE

ON LINE SERVICE INVOICING BY DEALER COMPUTER SERVICES, INC. THIS FORM PRINTED ON PREMIUM CARBONLESS RECYCLED PAPER

TO REORDER FORMS OR SUPPLIES CALL 1-800-999-3348 EXT. 5030



901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

5

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS RETURN	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

231

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C30680	
[REDACTED]		[REDACTED]	
DUNDALK	MD	DUNDALK	MD
CELL: [REDACTED]	WORK: [REDACTED]	CELL: [REDACTED]	WORK: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4660	ADV: 201 SANTORD, INVOICE: PRELIM CJS C W KS	VIN 1FHYU01162[REDACTED]	LICENSE NUMBER: MD [REDACTED]
TAX RULES: YNNM INVOICED: 07/09/2004 14:21:54		02 FORD	ESCAPE XLS FWD 4DR SPTUTY GRAY
ODMETER IN: 29874	DIST: 1FA	STOCK# 00028002	
DATES BEGIN: 07/01/04	DONE: 07/09/04	DATES INSERVICE: 060602 PRODUCTION: 040502 SOLD: 060602	
CONCERN 24 PERFORM MULTI-POINT INSPECTION	OPERATION	TECH	AMOUNT
CORRECTION PERFORM MULTI-POINT INSPECTION	99P	181	.00
FACTORY TECH: 181 - JAMES, CARL	----- SUBTOTAL -----		
TYPE: C	TOTAL CHARGE FOR CONCERN .00		
CONCERN 25* FREE BATTERY TEST	OPERATION	TECH	AMOUNT
CORRECTION FREE BATTERY TEST, OK	99B	181	.00
FACTORY TECH: 181 - JAMES, CARL	----- SUBTOTAL -----		
TYPE: C	TOTAL CHARGE FOR CONCERN .00		
CONCERN 40* TIRES INSPECTED AND OK THIS VISIT	OPERATION	TECH	AMOUNT
CORRECTION TIRES INSPECTED AND OK THIS VISIT	GTIRE	181	.00
COMMENT MULTI-POINT INSP	----- SUBTOTAL -----		
FACTORY TECH: 181 - JAMES, CARL	TOTAL CHARGE FOR CONCERN .00		
TYPE: C	----- GRAND TOTALS -----		
SUMMARY OF CHARGES FOR INVOICE C30680	PAYMENT DISTRIBUTION FOR INVOICE C30680		
TOTAL CHARGE .00	CASH DUE .00		
	TOTAL CHARGE .00		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
WAR - WARRANTY			
			PAGE 1
			LAST PAGE





901 MERRITT BLVD.  
DUNDALK, MARYLAND 21222  
(410) 285-0200

TECH ON DUTY  
MON. - FRI. 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

ADVISOR ON DUTY  
MON. - THURS. 7:00 AM - 6:00 PM  
FRIDAY 7:00 AM - 5:00 PM  
SATURDAY 7:00 AM - 3:00 PM

PRO RATA #	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	
(CHECK (✓) APPROPRIATE BOX)				
<input type="checkbox"/> CLAIMS RENEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCAN OUT		
\$ PARTS	\$ LABOR	\$ TOTAL		
AUTHORIZED SIGNATURE AND DATE				

I ACKNOWLEDGE RECEIPT OF  
THE PARTS AND LABOR  
LISTED BELOW X

INVOICE TO	DRIVER/OWNER INFORMATION -- INVOICE: W30680
FOR OFFICE USE	VEHICLE INFORMATION
TAG: 4660 ADV: 201 SANTORO, INVOICED: 07/09/2004 14:21:54 KS	02 ESCAPE GRAY LICENSE NUMBER: MD

GRAND TOTALS		PAYMENT DISTRIBUTION FOR INVOICE W30680	
SUMMARY OF CHARGES FOR INVOICE W30680		TOTAL CHARGE 260.58	
PARTS	59.79	FAC WARRANTY	260.58
LABOR MECHANICAL	200.79		
TOTAL CHARGE	260.58		

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
CUS - CUSTOMERPAY

\*\*\*\*\*IMPORTANT\*\*\*\*\*  
YOU MAY RECEIVE A SATISFACTION SURVEY FROM FORD MOTOR COMPANY IN THE  
NEXT FEW WEEKS....IF FOR ANY REASON YOU CANNOT SCORE US A COMPLETELY  
SATISFIED PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY  
THANK YOU FOR YOUR BUSINESS AND PLEASE COME BACK AGAIN SOON



PAGE 2  
LAST PAGE

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
11/2/2004 CLOSED	[REDACTED] WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	1FMYU01162K [REDACTED] [REDACTED]	2002 ESCAPE	02
10/29/2004 CLOSED	[REDACTED] WARRANTY - VEHICLE REPLACEMENT REQUEST	1FMYU01162K [REDACTED] [REDACTED]	2002 ESCAPE	04
10/8/2004 CLOSED	[REDACTED] DSB - APPLICATION REQUEST	1FMYU01162K [REDACTED] [REDACTED]	2002 ESCAPE	04
9/17/2004 CLOSED	[REDACTED] CORRESPONDENCE - WORK IN PROGRESS	1FMYU01162K [REDACTED] [REDACTED]	2002 ESCAPE	02

All Action Details for Issue

Print

VIN: 1FMYU01162K [REDACTED] Year: 2002 Model: ESCAPE Case [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2002-06-06  
Symptom Desc: AUTO TRANS GENERAL NOISE DURING ACCELERATION Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 00034 NORRIS FORD Origin Desc: US CONCERN CASE BASE  
Odometer: 32000 MI Comm Type: PHONE  
Analyst Name: TAYLOR JULIAN Analyst: JTAYL277  
Action Date: 11/02/2004 Action Time: 17.01.24.921 Action Data: No

Comments CUSTOMER SAID: -BEEN HAVING PROBLEMS WITH THE VEH FOR THE PAST 4 MONTHS-THEY KEPT TELLING ME THERE IS NOTHING WRONG-SOMEONE CAME IN (DCNT KNOW WHERE SHE CAME FROM)SHE SAID THERE WAS NOTHING WRONG-THE NEXT DAY THE VEH BROKE DOWN ON ME-I CALLED THE DLR AND DAMANDED THAT THEY COME AND PICK ME UP AND PROVIDE ME A VEH-THE AXLE WAS STRIPPED - WHY IS IT THAT THEY COULD NOT FIND THIS FOR 4 MONTHS - THEY DID THE REPAIRS -I GOT THE VEH BACK AND I AM STILL HAVING THE SAME PROBLEM-I HAVE TO PARK THE VEH WITH BOTH FEET THE VEH ACCELERATE ON ITS OWN-THE DLR PATRANIZE ME - LIKE I AM AN IDIOT-ROBERT (ASSISTANT SM)SAID IT IS NOT PROCEDURE TO CHECK THE OTHER SIDE FOR THE AXLE-ROBERT WAS LAUGH AT ME OVER THE PHONE WHEN I WAS TELLING HIM THAT THERE IS SOMETHING WRONGDEALER SAID: NORRIS FORD901 MERRITT BOULEVARDBALTIMORE, MD 21222 TEL: (410) 285-0200CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN/MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.

## All Action Details for Issue

Print

VIN: 1FMYU01162K [REDACTED] Year: 2002 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2002-06-06  
 Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS Primary Phone: [REDACTED]  
 Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 10/20/2004

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
 Dealer: 00034 NORRIS FORD Origin Desc: US CONCERN CASE BASE  
 Odometer: 31000 MI Comm Type: PHONE  
 Analyst Name: NOEL MELISSA Analyst: MNOEL5  
 Action Date: 09/16/2004 Action Time: 12.17.50.428 Action Data: No

Comments CUSTOMER SAID: - I BEENING HAVING ALOT OF PROBLEMS WITH THIS VEH - THE TRANSMISSION WILL SLIP- THE VEH WILL NOT GO INTO REVERSE - THE VEH WILL SURGE ON ITS OWN - THE VEH HAS BEEN IN AND OUT OF THE DLRSHIP - I DON'T FEEL SAFE IN THE VEH- THE VEH IS IN THE DLRSHIP NOW FOR TRANSMISSION- I WANT OUT OF THE VEH- I HAVE A FORD ESP WARRANTY DEALER SAID: NORRIS FORD 901 MERRITT BOULEVARD BALTIMORE, MD 21222 DISTANCE: 1.41 MILES TEL: (410) 285-0200 CRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. YOU WILL BE CONTACTED IN REGARDS TO POSSIBLE NEXT STEPS ONCE THEY HAVE COMPLETED REVIEWING THIS SITUATION. \*\*\* NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING\*\*\*\*

Action: FIELD - OPEN REGION ISSUE  
 Dealer: 00034 NORRIS FORD Origin Desc: FIELD ORGANIZATION  
 Odometer: 31000 MI Comm Type: VISIT  
 Analyst Name: SHANNON FALLI (SFALLI) Analyst: SFALLI  
 Action Date: 10/08/2004 Action Time: 13.06.46.531 Action Data: No

Comments CUSTOMER HAS BEEN INTO THE DEALERSHIP NUMEROUS TIMES. CURRENT CONCERN IS A TRANSMISSION ENGAGEMENT ISSUE -- CONCERN HAS YET TO BE DUPLICATED BY THE DEALERSHIP. FSE WAS OUT TO THE DEALERSHIP ON 10/06/04. HE WAS UNABLE TO DUPLICATE THE CONCERN, BUT DID SUGGEST A LINKAGE ADJUSTMENT TO ADDRESS POSSIBILITY OF OPERATOR ERROR DURING SHIFT TO REVERSE. THE CUSTOMER HAS PICKED UP THE VEHICLE FROM THE DEALERSHIP. NO FURTHER ACTION AT THIS TIME.

Action: FIELD - OPEN REGION ISSUE  
 Dealer: 00034 NORRIS FORD Origin Desc: FIELD ORGANIZATION  
 Odometer: 31000 MI Comm Type: PHONE  
 Analyst Name: SHANNON FALLI (SFALLI) Analyst: SFALLI  
 Action Date: 10/15/2004 Action Time: 17.19.46.790 Action Data: No

Comments ZM AND FSE TRYING TO COORDINATE A DRIVEALONG WITH CUSTOMER ON WEDNESDAY 10/20/04. TO THIS POINT, NO ONE HAS BEEN ABLE TO DUPLICATE THE CONCERN.

Action: NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"  
 Dealer: 00034 NORRIS FORD Origin Desc: FIELD ORGANIZATION  
 Odometer: 31000 MI Comm Type: PHONE  
 Analyst Name: SHANNON FALLI (SFALLI) Analyst: SFALLI  
 Action Date: 10/23/2004 Action Time: 18.18.16.997 Action Data: No

**Comments** OCTOBER 20TH WAS NOT THE INITIAL CONTACT WITH THIS CUSTOMER. DEALERSHIP HAS BEEN IN CONTACT WITH CUSTOMER NUMEROUS TIMES. OCTOBER 20TH IS THE DATE FOR THE CONTACT WITH RESPECT TO THIS CUDL CASE. ZM AND FSE HAVE DRIVEN THE VEHICLE. NEITHER HAD BEEN ABLE TO DUPLICATE THE CONCERN. THE CUSTOMER HAS BEEN TO THE DEALERSHIP A NUMBER OF TIMES -- NONE OF THE TECHNICIANS, ASST SVC MGR OR SVC MGR HAS BEEN ABLE TO DUPLICATE THE CONCERN. CUSTOMER HAS HAD A FEW CONCERNS PRIOR TO THIS -- ALL HAVE BEEN RESOLVED FAVORABLY. ZM SPOKE WITH THE CUSTOMER ON WEDNESDAY, OCTOBER 20TH, AND INDICATED THAT NOTHING FURTHER COULD BE DONE WITHOUT ADDITIONAL INFORMATION FROM THE CUSTOMER ON HOW TO DUPLICATE THE CONCERN. ZM ALSO LET THE CUSTOMER KNOW THAT DSB WAS AN OPTION FOR HER. NO FURTHER ACTION AT THIS TIME.

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**Action:** NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"

**Dealer:** 00034 NORRIS FORD

**Origin Desc:** FIELD ORGANIZATION

**Odometer:** 31000 MI

**Comm Type:** PHONE

**Analyst Name:** SHANNON FALLI (SFALLI)

**Analyst:** SFALLI

**Action Date:** 10/29/2004

**Action Time:** 15.59.05.890

**Action Data:** No

**Comments** OCTOBER 20TH WAS NOT THE INITIAL CONTACT WITH THIS CUSTOMER. DEALERSHIP HAS BEEN IN CONTACT WITH CUSTOMER NUMEROUS TIMES. OCTOBER 20TH IS THE DATE FOR THE CONTACT WITH RESPECT TO THIS CUDL CASE. ZM AND FSE HAVE DRIVEN THE VEHICLE. NEITHER HAD BEEN ABLE TO DUPLICATE THE CONCERN. THE CUSTOMER HAS BEEN TO THE DEALERSHIP A NUMBER OF TIMES -- NONE OF THE TECHNICIANS, ASST SVC MGR OR SVC MGR HAS BEEN ABLE TO DUPLICATE THE CONCERN. CUSTOMER HAS HAD A FEW CONCERNS PRIOR TO THIS -- ALL HAVE BEEN RESOLVED FAVORABLY. ZM SPOKE WITH THE CUSTOMER ON WEDNESDAY, OCTOBER 20TH, AND INDICATED THAT NOTHING FURTHER COULD BE DONE WITHOUT ADDITIONAL INFORMATION FROM THE CUSTOMER ON HOW TO DUPLICATE THE CONCERN. ZM ALSO LET THE CUSTOMER KNOW THAT DSB WAS AN OPTION FOR HER. NO FURTHER ACTION AT THIS TIME.

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All Action Details for Issue

Print

VIN: 1FMYU01162K [REDACTED] Year: 2002 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2002-06-06  
Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DSB - APPLICATION REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact:

Action: CB-ADVISE CUST OBC TO DLR WILL BE MADE; DSB APP IS BEING SENT  
Dealer: 00034 NORRIS FORD Origin Desc: US CONCERN CASE BASE  
Odometer: 31000 MI Comm Type: MAIL  
Analyst Name: CHERISSE D'SOUZA Analyst: CDSOUZA2  
Action Date: 09/21/2004 Action Time: 18.51.52.577 Action Data: No

Comments CUSTOMER SAYS: OBC TO CUST -VEH WON'T GO INTO REVERSE -VEH SLIPS INTO GEAR -VEH ACCELERATES ON IT'S OWN -DROPPED OFF VEH AT DLRSHF FOR A WEEK -DLR GAVE BACK AND SAID NOTHING WAS WRONG -VEH JERKS WHEN PUTTING VEH INTO GEAR -DLR KEPT VEH ONCE FOR 29 DAYS -CUST FEELS VEH IS GOING TO CAUSE AN ACCIDENT -PREVIOUSLY VEH WOULD STALL OUT WHEN DRIVING -DLR TREATS CUST TERRIBLY -VEH ACCELERATES ON ITS OWN -CUST NO LONGER WANTS VEH -WANT FORD TO BUYBACK AND GET ANOTHER VEH -CUST FEELS VEH IS A LEMON AND NO LONGER WANTS VEH PER CUSTOMER, DEALER SAYS: CAC ADVISED: THANK YOU FOR GIVING US THIS OPPORTUNITY TO ADDRESS YOUR SITUATION. I HAVE REQUESTED THAT A DISPUTE SETTLEMENT BOARD APPLICATION BE MAILED TO YOU. I HAVE ALSO ASKED THAT THE DEALERSHIP CONTACT YOU WITHIN TWO BUSINESS DAYS IN AN ATTEMPT TO ASSIST YOU WITH THIS ISSUE. THE DEALERSHIP AND THEIR REGIONAL SUPPORT OFFICE WILL BE NOTIFIED WITHIN 24 HOURS.  
INFERENCE CASE ID: 1982

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER  
Dealer: 00034 NORRIS FORD Origin Desc: FIELD ORGANIZATION  
Odometer: 31000 MI Comm Type: VISIT  
Analyst Name: SHANNON FALLI (SFALLI) Analyst: SFALLI  
Action Date: 10/04/2004 Action Time: 20.43.53.059 Action Data: No

Comments CUSTOMER HAS BEEN SCHEDULED TO VISIT THE DEALERSHIP ON 10/06/04 TO ALLOW FSE TO EVALUATE THE VEHICLE.

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 00034 NORRIS FORD Origin Desc: FIELD ORGANIZATION  
Odometer: 31000 MI Comm Type: VISIT  
Analyst Name: SHANNON FALLI (SFALLI) Analyst: SFALLI  
Action Date: 10/08/2004 Action Time: 13.08.45.014 Action Data: No

Comments CUSTOMER HAS BEEN INTO THE DEALERSHIP NUMEROUS TIMES. CURRENT CONCERN IS A TRANSMISSION ENGAGEMENT ISSUE -- CONCERN HAS YET TO BE DUPLICATED BY THE DEALERSHIP. FSE WAS OUT TO THE DEALERSHIP ON 10/06/04. HE WAS UNABLE TO DUPLICATE THE CONCERN, BUT DID SUGGEST A LINKAGE ADJUSTMENT TO REDUCE THE POSSIBILITY OF OPERATOR ERROR DURING SHIFT INTO REVERSE. THE CUSTOMER HAS PICKED UP THE VEHICLE FROM THE DEALERSHIP. NO FURTHER ACTION AT THIS TIME.

All Action Details for Issue

Print

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**VIN:** 1FMYU01162H [REDACTED]      **Year:** 2002      **Model:** ESCAPE      **Case:** [REDACTED]  
**Name:** [REDACTED]      **Owner Status:** Original      **WSD:** 2002-06-06  
**Symptom Desc:**      **Primary Phone:** [REDACTED]  
**Reason Desc:** CORRESPONDENCE - WORK IN PROGRESS      **Secondary Phone:** [REDACTED]  
**Issue Type:** 02 INFORMATION      **Issue Status:** CLOSED

---

**Action:** CUSTOMER FOCUS - WIP - SCHEDULED CALLBACK  
**Dealer:** 00034 NORRIS FORD      **Origin Desc:** MANUAL - CORRESPONDENCE CSR  
**Odometer:** 1 MI      **Comm Type:** SURVEY  
**Analyst Name:** VASHIST CHETAN      **Analyst:** CVASHIST  
**Action Date:** 09/17/2004      **Action Time:** 12.54.18.208      **Action Data:** No

**Comments** CUSTOMER SAYS: \*\*VS\*\* - HAS SOME ONGOING ISSUES & BEEN TO DLR SEVERAL TIMES - THEY CANT FIND WHAT IS WRONG WITH VEH - FINALLY CUST WAS ADVISED THAT THIS THE WAY VEH IS SUPPOSED TO BE - VERY LINHAPPY WITH THE VEH ISSUES. PER CUSTOMER, DEALER SAYS: - NORRIS FORD CAC ADVISED: - CUSTOMER FOCUS - WIP - SCHEDULED CALL BACK

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# State Farm Insurance Companies



State Farm Insurance Companies  
Auto Centralized Subrogation Unit  
P.O. Box 3030  
Newark, OH 43058-3030

February 21, 2005

Ford  
PO Box 6251  
Dearborn, MI 48121-6251

RE: Our Claim Number: [REDACTED]  
Our Insured: [REDACTED]  
Date of Loss: January 5, 2004  
Amt. State Farm Paid: \$5,879.85  
Insured's Deductible: \$250.00  
Total: \$6,129.85

RECEIVED  
MAR 1 5 2005

Your Insured:  
Driver:  
Address: [REDACTED]  
Dearborn, MI [REDACTED]

Driver:  
Claim Number:  
Policy Number:



Dear Ford:

We have been informed that you are the insurance carrier for the party designated as your insured in the above caption. Our investigation indicates your insured is responsible for the loss.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Please accept this letter as a notice of our subrogation rights and communicate with us in regard to your position on this matter.

Sincerely,

*Penny Kang-Polly*

Page 2  
February 21, 2005

Penny Kang-Polly  
Claim Representative  
(888) 898-6216

State Farm Mutual Automobile Insurance Company

Enclosure



**Narrative**

The driver of unit 1 was driving, w/B on Hawker Rd. and turned right onto Tramway Dr. Driver 1 stated that he took the corner at approximately 25mph. and the veh. went up on two wheels and he lost control striking the curb and then the guidewires to the utility pole before coming to a stop.

The witness stated that as she was turning the corner unit 1 was in the process of driving to the right, striking the curb and guidewires.

<p><b>MANNER OF COLLISION OR IMPACT</b></p> <p>1</p> <p>1 NOT COLLISION BETWEEN TWO VEHICLES IN TRANSPORT 2 REAR-END 3 HEAD-ON 4 REAR-TO-REAR 5 BACKING 6 ANGLE 7 SIDESWIP, SAME DIRECTION 8 SIDESWIP, OPPOSITE DIRECTION 9 UNKNOWN</p>	<p><b>SCHOOL BUS RELATED</b></p> <p>1</p> <p>1 NO 2 YES, DIRECTLY INVOLVED 3 YES, INDIRECTLY INVOLVED 4 UNKNOWN</p>	<p><b>Diagram</b></p> <p>Write an "N" on the compass diagram to indicate the direction of north.</p> <p>NOT TO SCALE 1 = UNIT 1 W = WITNESS A = AREA OF IMPACT B = POLE GUIDEWIRES C = POLE # H151359 RC</p>
<p><b>WEATHER</b></p> <p>02</p> <p>01 CLEAR 02 CLOUDY 03 FOG, SMOG, SHOG 04 RAIN 05 SLEET, HAIL, FREEZING RAIN DRIZZLE 06 SNOW 07 SEVERE CROSSWINDS 08 LOWING SAND, SOIL, DIRT, SNOW 09 OTHER 10 UNKNOWN</p>	<p><b>WORK ZONE RELATED</b></p> <p>1</p> <p>1 NO 2 YES 3 UNKNOWN</p>	
<p><b>LIGHT CONDITIONS</b></p> <p>1</p> <p>1 DAYLIGHT 2 DAWN 3 DUSK 4 DARK - LIGHTED ROADWAY 5 DARK - NOT LIGHTED 6 DARK - UNKNOWN LIGHTING 7 GLARE 8 OTHER 9 UNKNOWN</p>	<p><b>TYPE OF WORK ZONE</b></p> <p>1</p> <p>1 LANE CLOSURE 2 LANE SHIFT/CROSSOVER 3 WORK ON SHOULDER OR MEDIUM 4 INTERMITTENT MOVING WORK 5 OTHER</p>	
<p><b>LOCATION OF CRASH IN WORK ZONE</b></p> <p>1</p> <p>1 BEFORE FIRST WORK ZONE 2 WARNING SIGN 3 ADVANCE WARNING AREA 4 TRANSITION AREA 5 ACTIVITY AREA</p>	<p><b>WORKERS PRESENT</b></p> <p>1</p> <p>1 NO 2 YES 3 UNKNOWN</p>	

<p><b>Truck/Bus</b></p> <p>Unit #</p> <p>1</p>	<p>THE CRASH INVOLVED ONE OR MORE OF THE FOLLOWING: A TRUCK (MOTOR VEHICLE) WITH A GVWR MORE THAN 10,000 POUNDS; OR A TRUCK (MOTOR VEHICLE) WITH A HAZARDOUS MATERIALS PLACARD; OR A BUS DESIGNED FOR AT LEAST 8 PERSONS, INCLUDING DRIVER.</p>	<p><b>A N D</b></p> <p>THE CRASH RESULTED IN ONE OR MORE OF THE FOLLOWING: A FATALITY; OR AN INJURY REQUIRING TRANSPORTATION FOR IMMEDIATE MEDICAL TREATMENT; OR AT LEAST ONE VEHICLE WAS TOWED DUE TO DISABLING DAMAGE OR REQUIRED INTERVENEING ASSISTANCE BEFORE PROCEEDING UNDER ITS OWN POWER.</p>
<p>Company (From Shipping Papers)</p> <p>Address (Street, City, St, Zip Code)</p>	<p>Company Phone</p>	

US DOT	ICC MC	PUCG	TRAILER LP ST.	TRAILER LP YEAR	TRAILER LP #	PLATE #	PLATE ST.
<p><b>CARGO BODY TYPE</b></p> <p>01 NOT APPLICABLE 02 BUS (8-12 INCLUDING DRIVER) 03 VAN/ENCLOSED BOX 04 GRAB/CHIPS/GRAVEL 05 POLE 06 CARGO TANK 07 FLATBED 08 DUMP 09 CONCRETE MIXER 10 AUTO TRANSPORTER 11 GARBAGE/REFUSE 12 OTHER 13 UNKNOWN</p>	<p><b>Weight (GVWR)</b></p> <p>1 LESS/EQUAL 10,000 2 10,001 - 25,000 3 MORE THAN 25,000</p>	<p><b>CDL Class</b></p> <p>1 CLASS A 2 CLASS B 3 CLASS C 4 CLASS M 5 CLASS D</p>	<p><b>Hazardous Materials Placard</b></p> <p>1 NO 2 YES 3 UNKNOWN</p>	<p><b>Hazardous Materials Released</b></p> <p>1 NO 2 YES 3 NOT APPLICABLE 4 UNKNOWN</p>			

**Police Action**

DATE CRASH REPORTED: 1052004

TIME REC CALL: 0902

DISPATCH: 0902

ARRIVED: 0907

CLEARED: 1042

OTHER: 100

REPORTER'S NAME: A Hall

BAJCE # #: 435

CHECKED BY: [Signature]

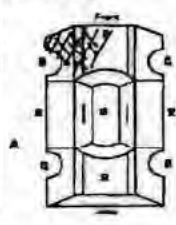
DATE REPORT FILED: 01052004

REPORT TAKEN BY: 1 POLICE AGENCY, 2 MOTORIST

REPORT TAKEN AT: 1 SCENE, 2 STATION, 3 OTHER

SUPPLEMENT: 04-013

TOP COPY - CCPS BOTTOM COPY - AGENCY

<b>UNIT NUMBERS</b> 01	<b>DAMAGE AREA</b> 	<b>PRE-CRASH ACTIONS</b> 05	<b>SEQUENCE OF EVENTS</b> 09 08 45	<b>POSTED SPEED</b> 25	<b>DRUG TEST STATUS</b> 1
<b>NON-MOTORIST LOCATION</b> 1		<b>MOTORIST</b> 01 MOVEMENTS ESSENTIALLY STRAIGHT AHEAD 02 BACKING 03 CHANGING LANES 04 OVERTAKING/PASSING 05 TURNING RIGHT 06 TURNING LEFT 07 MAKING U-TURN 08 ENTERING TRAFFIC LANE 09 LEAVING TRAFFIC LANE 10 PARKED 11 SLOWING/STOPPED IN TRAFFIC 12 DRIVERLESS 13 OTHER 14 UNKNOWN <b>NON-MOTORIST</b> 15 ENTERING/CROSSING IN SPECIFIED LOCATION 16 WALKING, RUNNING, JOGGING, PLAYING, CYCLING 17 WORKING 18 PUSHING VEHICLE 19 APPROACHING/LAYING VEHICLE 20 PLAYING/WORKING ON VEHICLE 21 STANDING 22 OTHER 23 UNKNOWN	<b>NON-COLLISION</b> 01 CYCLING/TWOWHEELER 02 FIRE/EXPLOSION 03 IMBROSION 04 JACKKNIFE 05 CARGO/EQUIPMENT LOSS/SHIFT 06 EQUIPMENT FAILURE 07 SEPARATION OF UNITS 08 RAN OFF ROAD RIGHT 09 RAN OFF ROAD LEFT 10 CROSS MEDIAN/CENTERLINE 11 DOWNHILL RUNAWAY 12 OTHER NON-COLLISION 13 UNKNOWN NON-COLLISION <b>COLLISION W/PERSON, VEHICLE, OR OBJECT, NOT FIXED</b> 14 PEDESTRIAN 15 PEDALCYCLE 16 RAILWAY VEHICLE 17 ANIMAL - FARM 18 ANIMAL - DEER 19 ANIMAL - OTHER 20 MOTOR VEHICLE IN TRANSPORT 21 PARKED MOTOR VEHICLE 22 WORK ZONE MAINTENANCE EQUIPMENT 23 OTHER MOVABLE OBJECT 24 UNKNOWN MOVABLE OBJECT <b>COLLISION WITH FIXED OBJECT</b> 25 IMPACT ATTENTION/CRASH CUSHION 26 BRIDGE OVERHEAD STRUCTURE 27 BRIDGE PIER OR ABUTMENT 28 BRIDGE PARAPET 29 BRIDGE RAIL 30 QUADRANT FACE 31 QUADRANT END 32 MEDIAN BARRIER 33 HIGHWAY TRAFFIC SIGN POST 34 OVERHEAD SIGN POST 35 LIGHT/UNBARRIERS SUPPORT 36 UTILITY POLE 37 OTHER POST, POLE OR SUPPORT 38 CULVERT 39 CURB 40 DITCH 41 EMBANKMENT 42 FENCE 43 MAILBOX 44 TREE 45 OTHER FIXED OBJECT 46 WORK ZONE MAINTENANCE EQUIPMENT 47 UNKNOWN FIXED OBJECT 48 OTHER 49 UNKNOWN	<b>TRAFFIC CONTROL</b> 01 NO CONTROL 02 STOP SIGN 03 YIELD SIGN 04 TRAFFIC SIGNAL 05 TRAFFIC FLASHERS 06 SCHOOL ZONE 07 RAILROAD CROSSBUCKLE 08 RAILROAD FLASHERS 09 RAILROAD GATES 10 CONSTRUCTION BARRICADE 11 POLICE OFFICER 12 PAVEMENT MARKINGS 13 CROSSLANE LINES 14 WALK/DON'T WALK SIGNAL 15 TRAFFIC CONTROL DEVICE NONPRACTICE, MISSING, OBLSCURED 16 OTHER	<b>DRUG TEST TYPE</b> 1 NONE 2 BLUDD 3 URINE 4 OTHER
<b>TYPE OF UNIT</b> 06	<b>MOST DAMAGED AREA</b> 09	<b>CONTIBUTING CIRCUMSTANCES</b> 15	<b>CONDITION</b> 7	<b>DIRECTION</b> FROM TO FROM TO 3 1	<b>DRUG TEST 1&amp;2 RESULT</b> 1 NONE 2 MAJOR/NO 3 COCAINE 4 OPIATE 5 AMPHETAMINE 6 PCP 7 OTHER 8 UNKNOWN AT TIME OF REPORTING
<b>MOTORIST</b> 01 SUB-COMPACT 02 COMPACT 03 MID SIZE 04 FULL SIZE 05 MINIVAN 06 SPORT UTILITY VEHICLE 07 PICKUP 08 PANEL/VAN 09 SINGLE UNIT TRUCK 2 AXLES, 6 TIRES 10 SINGLE UNIT TRUCK, 3+ AXLES 11 TRUCK/TRAILER 12 TRUCK TRACTOR (BORTAL) 13 TRACTOR/SEMI-TRAILER 14 TRACTOR/DOUBLE SHIRT 15 TRACTOR/DOUBLE LANE 16 FIFTH WHEEL OR 17 TRACTOR/TRAILER 18 MOTORCYCLE 19 MOTOBIKE/BICYCLE 20 SCHOOL BUS 21 CHURCH BUS 22 PUBLIC BUS 23 OTHER BUS 24 POLICE VEHICLE 25 FIRE TRUCK 26 AMBULANCE/RESCUE 27 TAXI 28 MOTOR HOME 29 TRAILER 30 FARM VEHICLE 31 FARM EQUIPMENT 32 SHOWMOBILE 33 CONSTRUCTION EQUIPMENT 34 ALL OTHERS <b>NON-MOTORIST</b> 35 ANIMAL W/DRIVER 36 ANIMAL W/DRUGGY 37 BICYCLE 38 PEDESTRIAN 39 PEDALCYCLIST 40 SKATER 41 OTHER-NON MOTORIST 42 UNKNOWN	<b>POINT OF IMPACT</b> 01 NONE 02 CENTER FRONT 03 RIGHT FRONT 04 RIGHT SIDE 05 RIGHT REAR 06 REAR CENTER 07 LEFT REAR 08 LEFT SIDE 09 LEFT FRONT 10 TOP AND WINDOWS 11 UNDERCARRIAGE 12 LOAD/TRAILER 13 TOTAL (ALL AREAS) 14 OTHER 15 UNKNOWN	<b>MOTORIST</b> 01 NONE 02 FAILURE TO YIELD 03 RAN RED LIGHT, OR STOP SIGN 04 EXCEEDED SPEED LIMIT 05 UNSAFE SPEED 06 IMPROPER TURN 07 LEFT OF CENTER 08 FOLLOWED TOO CLOSELY/ACCDA 09 IMPROPER LANE CHANGE/ 10 DROVE OFF ROAD/ 11 IMPROPER PASSING 12 IMPROPER BACKING 13 IMPROPER START FROM PARKED POSITION 14 STOPPED OR PARKED ILLEGALLY 15 OPERATING VEHICLE IN ERRATIC, RECKLESS, CARELESS, NEGLIGENT OR AGGRESSIVE MANNER 16 SWERVING TO AVOID (DUE TO WIND, SLIPPERY SURFACE, VEHICLE, OBJECT, NON-MOTORIST IN ROADWAY, ETC) 17 FAILURE TO CONTROL 18 VISION OBSTRUCTION 19 DRIVER INATTENTION 20 FATIGUE/ALDRY 21 OPERATING DEFECTIVE EQUIPMENT 22 LOAD SHIFTS/ROLLS/SPILLING 23 OTHER IMPROPER ACTION 24 UNKNOWN <b>NON-MOTORIST</b> 25 NONE 26 IMPROPER CROSSING 27 DARTING 28 LYING AND/OR ILLEGALLY IN ROADWAY 29 FAILURE TO YIELD/FRONT OF WAY 30 NOT VISIBLE (DARK CLOTHING) 31 INATTENTIVE 32 FALLING TO OBEY TRAFFIC SIGNS, SIGNALS, OR OFFICER 33 WRONG SIDE OF THE ROAD 34 OTHER 35 UNKNOWN	<b>ALCOHOL/DRUG SUSPECTED</b> 1 NONE 2 YES - ALCOHOL SUSPECTED 3 YES - HSD NOT IMPAIRED 4 YES - DRUGS SUSPECTED 5 YES - ALCOHOL / DRUGS SUSPECTED 6 UNKNOWN	<b>TYPE OF INTERSECTION</b> 01 NOT AN INTERSECTION 02 FOUR-WAY INTERSECTION 03 T-INTERSECTION 04 Y-INTERSECTION 05 TRAFFIC CIRCLE/ROUNDBOUT 06 FLY-OVER, OR TOWNE 07 ON-RAMP 08 OFF-RAMP 09 CULVERT 10 DRIVEWAY/ACCESS 11 RAILWAY GRADE CROSSING 12 SHARED-USE PATHS OR TRAILS 13 UNKNOWN	
<b>IN EMERGENCY RESPONSE</b> 1 NO 2 YES 3 UNKNOWN	<b>ACTION</b> 3	<b>VEHICLE DEFECT</b> CODE ONLY OF "39" SELECTED ABOVE 01 TURN SIGNALS 02 HEAD LAMPS 03 TAIL LAMPS 04 BRAKES 05 STEERING 06 TIRE BLOWOUT 07 WORN OR SLICK TIRES 08 TRAILER EQUIPMENT DEFECTIVE 09 MOTOR TROUBLE 10 DISABLED FROM PREVIOUS CRASH 11 OTHER DEFECTS	<b>FIRST HARMFUL EVENT</b> 1 <b>OF THE SEQUENCE OF EVENTS - WHICH ONE IS THE FIRST HARMFUL EVENT (1-4)</b>	<b>ALCOHOL TEST STATUS</b> 1 <b>OF THE SEQUENCE OF EVENTS - WHICH ONE IS THE MOST HARMFUL EVENT (1-4)</b>	<b>ROAD CONTOUR</b> 1 1 STRAIGHT LINE 2 STRAIGHT GRADE 3 CURVE LEFT 4 CURVE RIGHT
<b>DAMAGE SCALE</b> 4	<b>STRUCK VEHICLES</b> OVERSIDE / UNDERSIDE 1 1 NO UNDERIDE ON OVERSIDE 2 UNDERIDE, COMPARTMENT INTRUSION 3 UNDERIDE, NO COMPARTMENT INTRUSION 4 UNDERIDE, COMPARTMENT INTRUSION UNKNOWN 5 OVERSIDE, MOTOR VEHICLE IN TRANSPORT 6 OVERSIDE, OTHER VEHICLE 7 UNKNOWN	<b>SPEED DETECTED</b> 1 1 STATED 2 ESTIMATED SPEED <b>SPEED</b> 25	<b>MOST HARMFUL EVENT</b> 1 <b>OF THE SEQUENCE OF EVENTS - WHICH ONE IS THE MOST HARMFUL EVENT (1-4)</b>	<b>ALCOHOL TEST TYPE</b> 1 1 NONE 4 BREATH 2 URINE 5 OTHER	<b>ROAD CONDITIONS</b> 01 DRY 02 WET 03 SNOW 04 ICE 05 SAND, MUD, DIRT, OIL, GRAVEL 06 WATER (STANDING, MOVING) 07 SLUSH 08 DEBRIS 09 PAV. POLES, BUMPS, UNEVEN PAVEMENT 10 OTHER 11 UNKNOWN * SECONDARY ROAD CONDITIONS ONLY
04-013					



All Action Details for Issue

Print

VIN: 1FMYU93123K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-05-06  
 Symptom Desc: ENG SPEED-UP SUDDEN ACCEL WARM Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - CUSTOMER WAITING FOR DECISION Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CB-PROVIDE NAME AND PHONE NUMBER OF CONSUMER AFFAIRS REP ONLY  
 Dealer: 01977 KERRY FORDINC Origin Desc: US CONCERN CASE BASE  
 Odometer: 12000 MI Comm Type: PHONE  
 Analyst Name: BYNDLOSS TIFFANY Analyst: TBNDLOS  
 Action Date: 03/18/2005 Action Time: 08.49.59.856 Action Data: No

Comments CUSTOMER SAID: --- FIRST ACCIDENT JAN 5 2004 WHILE DRIVING 25 MPH MADE RIGHT TURN THE ACCELERATOR CABLE WENT TO IDLE AND SPEED UP ON ITS OWN AND I HIT A TELEPHONE POLE AND THE AIR BAG DID NOT DEPLOY --- WAS NOT SERIOUSLY INJURED ONLY HAD WIP LASH --- ACCIDENT OCCURED HULCK AND TRAMWAY DRIVE ---POLICE REPORT WAS FILED REPORT NUMBER [REDACTED] FILED IN SHARON VILLE OHIO--- FINDING WAS FAILURE TO CONTROL VEH --- VEH WAS REPAIRED BY STATE FARM \$8000 HOWEVER WAS UNABLE TO LOCATE THE CAUSE OF CONCERN ---SECOND ACIDENT MARCH 04 2004 WHILE PARKING VEH VEH IDELED AGAIN AND TOOK OFF AND HIT GARD RAIL AND LAMP POST --- ACCIDENT OCCURED LAKE ISABELLA BOAT HOUST PARKING LOT ---POLICE REPORT WAS FILED REPORT NUMBER [REDACTED] OR [REDACTED] FILED IN SYMMES TOWN SHIP OHIO --- CLAIM WAS AGAIN FILED WITH STATE FARM PAID OUT \$15000--- BOTH ACCIDENT WERE PAID OUT BY INSURANCE -- VEH WAS REPAIRABLE --- THEN I RECIEVED RECALL FOR THE ACCELERATOR CABLE TOOK VEH TOO KERRY FORD INC -- SENT IN POLICE, HOSPITAL REPOART FEB 4 2005 AS REQUESTED BY [REDACTED] AT CONSUMER AFFAIRS--- THIS WAS SIX WEEKS AGO --- I SPOKE TO M [REDACTED] AND SHE HAS TOLD ME THAT THE DECISION HAS NOT BEEN MADE REGARDING CLAIM --- WOULD LIKE TO KNOW THE STATUS OF CLAIM WITH CONSUMER AFFAIRSDEALER SAID: KERRY FORD INC 155 WEST KEMPER SPRINGDALE, OH 45246 (513) 671-6400-- NONECRC ADVISED: THANK YOU FOR CONTACTING US IN RELATION TO YOUR ONGOING CASE. THE FORD CONSUMER AFFAIRS ANALYST WORKING ON YOUR ISSUE MAY BE REACHED (PROVIDE NAME AND NUMBER FROM PRIOR DOCUMENTATION.) --- ADVISED CUST THAT HE WOULD NEED TO KEEP IN CONTACT WITH MS GRAHAM REGARDING STATUS OF CLAIM AS SHE IS THE ANALYST WORKING ON CLAIM -- ONCE FILE HAS BEEN ESCULATED TO CONSUMER AFFAIRS DECISION REGARDING CLAIM WILL HAVE TO BE MADE BY CONSUMER AFFAIRS AND WILL BE RELAYED BY CONSUMER AFFAIRS --- CRC UNABLE TO RELAY STATUS OF CLAIM WOULD RECOMEND THAT CUST KEEP IN CONTACT WITH ANALYST AT CONSUMER AFFAIRS



3/22/2005

## All Action Details for Issue

Print

VIN: 1FMYU93123K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2003-05-06  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CB-ADVISE CUST WE WILL NOTIFY THE DEPT SOMEBODY WILL BE IN TOUCH  
Dealer: 01977 KERRY FORD INC Origin Desc: US CONCERN CASE BASE  
Odometer: 11000 MI Comm Type: PHONE  
Analyst Name: Analyst: RQUDDUS  
Action Date: 02/26/2005 Action Time: 11.53.18.719 Action Data: No

Comments CUSTOMER SAID: CUST WAS CONTACTED BY THE CONSUMER AFFAIRS DEPT IN REGARDS TO HSI INJURYHE SENT THEM THE PHOTOS AND OTHER INFO THEY HAD REQUESTED BUT HAS HAD NO RESPONSE SEEKS PROMPT RESPONSE TO KNOW THAT THEY ARE WORKING ON HIS ISSUEDEALER SAID: KERRY FORD INC155 WEST KEMPERSRINGDALE, OH 45246TEL: (513) 671-6400NONECRG ADVISED: THANK YOU FOR PROVIDING US WITH THIS INFORMATION IN RELATION TO YOUR CASE. I WILL FORWARD THIS TO OUR CONSUMER AFFAIRS DEPARTMENT, AND I HAVE REQUESTED THAT THEY CONTACT YOU WITHIN TWO BUSINESS DAYS.

[REDACTED] 3/22/2005

All Action Details for Issue

Print

<b>VIN:</b> 1FMYU93123K [REDACTED]	<b>Year:</b> 2003	<b>Model:</b> ESCAPE	<b>Case:</b> [REDACTED]
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Original	<b>WSD:</b> 2003-05-06	
<b>Symptom Desc:</b> SURGE ACCELERATION HOT ENGINE		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 02 INFORMATION	<b>Issue Status:</b> CLOSED		

**Action:** CB-ADVISE CUST WE WILL NOTIFY THE DEPT SOMEBODY WILL BE IN TOUCH  
**Dealer:** 01977 KERRY FORDINC **Origin Desc:** US CONCERN CASE BASE  
**Odometer:** 11000 MI **Comm Type:** PHONE  
**Analyst Name:** CHIVERTON-HOPKINSON EULA **Analyst:** ECHIVERT  
**Action Date:** 02/16/2005 **Action Time:** 18.00.35.414 **Action Data:** No

**Comments** CUSTOMER SAID: - CUST STATED THAT HE SENT A CERTIFY LETTER TO FORD ABOUT THE ACCIDENT.- CUST STATED THAT THE VEH HAS BEEN REPAIRED HOWEVER HE IS SEEKING FORD TO PAY FOR HIS PERSONAL INJURY/MEDICAL BILLS.- CUST STATED THAT NO ONE FROM THE CONSUMER AFFAIRS DEPT HAS CONTACTED HIM.DEALER SAID: - KERRY FORD INC 155 WEST KEMPER SPRINGDALE, OH 45246CRC ADVISED: THANK YOU FOR PROVIDING US WITH THIS INFORMATION IN RELATION TO YOUR CASE. I WILL FORWARD THIS TO OUR CONSUMER AFFAIRS DEPARTMENT, AND I HAVE REQUESTED THAT THEY CONTACT YOU WITHIN TWO BUSINESS DAYS.



3/22/2005

All Action Details for Issue

Print

VIN: 1FMYU93123K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-05-06  
 Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 01/24/2005

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
 Dealer: 04051 FAIRFIELD FORD Origin Desc: US CONCERN CASE BASE  
 Odometer: 9700 MI Comm Type: PHONE  
 Analyst Name: TRICIA HARBAJAN Analyst: THARBAJA  
 Action Date: 01/21/2005 Action Time: 13.55.23.356 Action Data: No

Comments CUSTOMER SAID: =I CALLED 2 DAYS AGO AND I AM CALLING BACK BECAUSE I WANT FMC TO KNOW THAT WE ARE AFRAID TO DRIVE VEH =DLRSHIP SAID THEY COMPLETED A RECALL 04S25 THE LAST TIME I TOOK VEH TO DLRHP FOR AN OIL CHANGE =THIS MORNING WHEN I GOT INTO VEH I DROVE VERY SLOWLY AS IT WAS SNOWING AND WAS DRIVING ABOUT 15 MPH; I MADE A RIGHT TURN THE VEH DIED; I PLACED VEH IN PARK AND RESTARTED VEH =I AM CALLING BECAUSE I AM SEEKING VEH TO BE REPLACED DEALER SAID: KERRY FORD INC155 WEST KEMPERSRINGDALE, OH 45246CRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. YOU WILL BE CONTACTED IN REGARDS TO POSSIBLE NEXT STEPS ONCE THEY HAVE COMPLETED REVIEWING THIS SITUATION. \*\*\* NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING\*\*\*

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 04051 FAIRFIELD FORD Origin Desc: FIELD ORGANIZATION  
 Odometer: 9700 MI Comm Type: PHONE  
 Analyst Name: MURPHY, WALT (W.R.) Analyst: WMURPHY1  
 Action Date: 01/24/2005 Action Time: 11.20.17.745 Action Data: No

Comments INFORMED JOE BINGAMAN OF THE CONCERN AND REPAIR HISTORY. NEVER REPAIRED FOR STALLING CONDITION PER AWS.

Action: WARRANTY REPAIR DENIED - "OTHER" (DESCRIBE IN COMMENTS)  
 Dealer: 04051 FAIRFIELD FORD Origin Desc: FIELD ORGANIZATION  
 Odometer: 9700 MI Comm Type: PHONE  
 Analyst Name: JOE BINGAMAN (JBINGAMA) Analyst: JBINGAMA  
 Action Date: 01/26/2005 Action Time: 16.59.31.413 Action Data: No

Comments CALLED CUSTOMER HE ADVISED THAT CURRENTLY THE CAR WAS NOT STALLING AND HE WOULD NOT BRING THE VEHICLE TO THE DEALERSHIP. CLOSING CASE.



3/22/2005

## All Action Details for Issue

Print

VIN: 1FMYU93123K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-05-06  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION IS FOWARDED TO OUR PRODUCT CLAIMS GROUP  
 Dealer: 04051 FAIRFIELD FORD Origin Desc: US CONCERN CASE BASE  
 Odometer: 10947 MI Comm Type: PHONE  
 Analyst Name: BERHANU SELAM Analyst: BSELAM  
 Action Date: 01/19/2005 Action Time: 17.14.12.029 Action Data: No

Comments CUSTOMER SAID: ON JAN 04/THE CUSTOMER SAID THAT THE VEHICLE ACCELERATED DUE TO THE THROTTLE BODY. HE LOST CONTROL AND HIT THE TELEPHONE POLE AND HE HAD TO PAY FOR THE PHONE AND HE HAD TO PAY FOR MEDICAL CARE. THE INSURANCE COMPANY COVERED THE REPAIR. THE CUSTOMER SAID THAT HE WAS PARKING AND HE STEPPED ON THE GAS PEDAL AND IT ACCELERATED AND ALMOST WENT INTO THE LAKE. A PARK BENCH STOPPED THE VEHICLE FROM GOING INTO THE LAKE. THE STATE FARM INSURANCE PAID FOR ALL THE DAMAGES AND NO ONE PAID HIM FOR THE MEDICAL CARE. HE SAID THAT THERE IS POLICE REPORT FOR BOTH ACCIDENTS AND HE SAID THAT HE WILL CONTACT A LAWYER BECAUSE HE FEELS THAT HE SHOULD BE COMPENSATED FOR HIS SUFFERING. DEALER SAID: 4524 FAIRFIELD FORD, INC. 5221 DIXIE HIGHWAY FAIRFIELD, OH 45014 TEL: (513) 829-8000 FAX: (513) 829-1562 MIKE CASTRUCCI FORD SALES, INC 1020 STATE ROUTE 28 MILFORD, OH 45150 TEL: (513) 831-7010 FAX: (513) 831-4474 CRC ADVISED: - THIS INFORMATION WILL BE FORWARDED TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY WILL CONTACT IN TWO BUSINESS DAYS.

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 04051 FAIRFIELD FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 10947 MI Comm Type: PHONE  
 Analyst Name: GRAHAM, ROCHELLE Analyst: RGRAHA41  
 Action Date: 01/21/2005 Action Time: 16.12.07.681 Action Data: No

Comments LEFT MSG FOR CUSTOMER REQUESTING RETURN PHONE CALL REGARDING ACCIDENT.

Action: CREATE CLOSED INFO CONTACT  
 Dealer: 04051 FAIRFIELD FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 10947 MI Comm Type: MAIL  
 Analyst Name: GRAHAM, ROCHELLE Analyst: RGRAHA41  
 Action Date: 01/25/2005 Action Time: 16.23.46.983 Action Data: No

Comments CONTACTED CUSTOMER REGARDING ACCIDENT. ADVISED NO RELATED REPAIR HISTORY... UNABLE TO OFFER VEHICLE REPLACEMENT. CUSTOMER PURSUING PERSONAL INJURY CLAIM... SENT CUSTOMER LETTER REQUESTING NECESSARY DOCUMENTS TO FILE CLAIM.

[REDACTED] 3/22/2005

All Action Details for Issue

Print

VIN: 1FMYU83123K [REDACTED] Year: 2003 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-05-06  
 Symptom Desc: SURGE AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS  
 Dealer: 04051 FAIRFIELD FORD Origin Desc: US CONCERN CASE BASE  
 Odometer: 9700 MI Comm Type: PHONE  
 Analyst Name: GOMES AMANDA Analyst: AGOMES35  
 Action Date: 01/20/2005 Action Time: 12.38.02.922 Action Data: No

**Comments** CUSTOMER SAID: CUST STATED:-I CALLED YESTERDAY AND REPORTED THE 2 ACCIDENTS -I PROVIDED THE WRONG DATES AND I WOULD LIKE TO PROVIDE THE CORRECT INFO-THE FIRST ACCIDENT OCCURED JAN 5TH, 2004 -APOLICE REPORT WAS FILED WITH SHARON VILLE POLICE DEPARTMENT IN SHARON VILLE, OHIO -POLICE REPORT # [REDACTED] -I RECEIVED A TICKET FOR FAILURE TO CONTROL THE VEH -I WAS DRIVING 25 MPH AND ATTEMPTED TO MAKE A RIGHT TURN -I PUT MY FOOT ON THE ACCELERATOR AND THE SPEED INCREASED AND CAUSED ME TO HIT A TELEPHONE POLE -THE SECOND ACCIDENT OCCURED APRIL 3RD, 2004-I'M STILL WAITING ON THE ACCIDENT REPORT FROM THAT ACCIDENT -I PULLED INSIDIE OF THE PARKING LOT AT 15 MPH AND THE VEH TOOK OFF AND HIT A GUARD RAIL AND THEN A PARK BENCH AND HALF IN THE LAKE -I FILED A CLAIM WITH STATE FARM -STATE FARM PAID FOR ALL THE DAMAGES TO THE VEH AND THE PARK BENCH -I SUFFERED PERSONAL INJURIES AND STATE FARM REFUSED TO PAY FOR MY INJURIES -I TOOK THE VEH TO FAIRFIELD FORD AFTER THE FIRST ACCIDENT AND TO MIKE CASTRUCCI FORD AFTER THE SECOND ACCIDENT -I DON'T HAVE THE RECEIPTS FOR MY MEDICAL BILLS -ALLEGING THE VEH GOT INTO AN ACCIDENT DUE TO A MANUFACTURE DEFECT -I HAVE A LAWYER AND PLAN ON TAKING LEGAL ACTIONS TO GET SATISFACTION -SEEKING TO BE COMPENSATED FOR THE MEDICAL BILLS-DEALER SAID: -NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-I HAVE UPDATED THE INFO IN THE FILE AND IT WILL BE FORWARDED TO THE LEGAL DEPARTMENT



3/22/2005



JUN 03 2005

May 27, 2005

Ford Motor Company  
Office of General Counsel  
Parklane Towers West  
Three Parklane Blvd., Suite 400  
Dearborn, MI 48126



### Notice of Subrogation

**RE: Claim Number:** [REDACTED]

**Date of Loss:** April 24, 2005

**City/State of loss:** Camden, NJ

**Insured:** [REDACTED]

**Vehicle:** 2004 Ford Escape

**VIN Number:** 1FMCU93144K [REDACTED]

**Mileage:** 15,047

Ford Motor Company,

This notice is to advise of a loss that occurred to our insured vehicle and/or property. The damage was caused by the accelerator cable malfunctioning causing the engine to speed while driving. An unexpected increase in the engine idle resulted in the vehicle lunging forward and crashing.

Our investigation indicates that Ford is responsible for this loss. By virtue of our payment, we are entitled to recover from the responsible party. Please consider this letter as our demand to Ford for reimbursement of \$3,007.18.

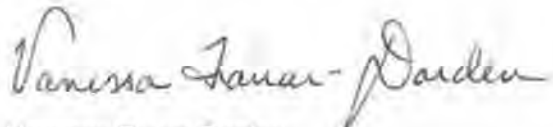
Any settlement by Ford with State Farm's policyholder with respect to the above described design issue must not prejudice our rights, as subrogator, and shall not be released by the execution of a general release with such policyholder.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.



Your cooperation is appreciated. If you should have any questions please feel free to contact me at (800)949-3494 X6518.

Sincerely,

A handwritten signature in cursive script that reads "Vanessa Farrar-Darden". The signature is written in black ink and is positioned above the typed name and address.

Vanessa Farrar-Darden  
Claim Representative  
State Farm Mutual Automobile Insurance Company  
PO Box 900  
Parsippany, NJ  
07054-9706

Enclosures

PAGE 1 OF 1 NEW JERSEY POLICE ACCIDENT REPORT

REPORTABLE  NON-REPORTABLE

43 CASE NUMBER: [REDACTED] ACCIDENT OCCURRED ON: 1 COOPER PLAZA

44 POLICE DEPARTMENT OF: CAMDEN CODE 01

45 STATION/PRECINCT: TRAFFIC

46 DATE OF COLLISION: 04/24/05 DAY OF WEEK: TH TIME: 1933 MUNICIPALITY CODE: 0408 TOTAL KILLED: 00 TOTAL INJURED: 00

47 DRIVER'S LICENSE NUMBER: [REDACTED] STATE: NJ EXPIRES: 10/06

48 DRIVER'S FIRST NAME: [REDACTED] LAST NAME: [REDACTED]

49 OWNER'S FIRST NAME: CAB EAST LLC. LAST NAME: [REDACTED]

50 MAKE AND MODEL: FORD - ESCAPE COLOR: GRV. YEAR: 04

51 VEHICLE REMOVED TO: REMAINED PARKED

52 ALCOHOL DATA TEST GIVEN: NO RESULTS: 0%  
 53 HAZARDOUS MATERIAL ON BOARD: NO

54 ACCIDENT DIAGRAM:

55 ACCIDENT DESCRIPTION: DRIVER #1 WAS IN THE PROCESS OF PARKING AND AS SHE APPLIED THE BRAKE THE VEHICLE LUNGED FORWARD STRIKING THE SAFETY RAIL.

56 DAMAGE TO OTHER PROPERTY: [REDACTED]

57 OFFICER'S SIGNATURE: [Signature]

58 DEPARTMENT: 435

59 OCCUPANTS: DRIVER #1

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/19/2005 CLOSED	[REDACTED] LEGAL - ACCIDENT / FIRE	1FMCU93144K [REDACTED] [REDACTED]	2004 ESCAPE	07
5/6/2005 CLOSED	[REDACTED] LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT	1FMCU93144K [REDACTED] [REDACTED]	2004 ESCAPE	02
5/4/2005 CLOSED	[REDACTED] CAC RELATED - F/M CSR FOLLOWING CONTACT	1FMCU93144K [REDACTED] [REDACTED]	2004 ESCAPE	02
5/2/2005 CLOSED	[REDACTED] RECALL/ONP - VEHICLE INVOLVEMENT	1FMCU93144K [REDACTED] [REDACTED]	2004 ESCAPE	02

[REDACTED] 6/14/2005

All Action Details for Issue

Print

VIN: 1FMCU93144K [REDACTED] Year: 2004 Model: ESCAPE Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2003-11-21  
 Symptom Desc: ENG SPEED-UP SUDDEN ACCEL WARM Primary Phone [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 01266 ECHELON FORD INC Origin Desc: US CONCERN CASE BASE  
 Odometer: 14000 MI Comm Type: PHONE  
 Analyst Name: ELAINE LEE- CAMPBELL Analyst: ELEECAMP  
 Action Date: 05/02/2005 Action Time: 15.27.53.793 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: ....CUSTOMER RECEIVED A RECALL ON THE ACCELERATION CABLE....CUSTOMER WAS PARKING THE VEHICLE WHEN IT ACCELERATED AND HIT THE WALL. ....THE FRONT DRIVER'S SIDE OF THE VEHICLE IS DAMAGED.... THERE WAS NO PROPERTY DAMAGE JUST THE VEHICLE. ....NO SERIOUS INJURY .....CUSTOMER THINKS THE ACCIDENT WAS CAUSED FROM THE RECALL. ....DATE OF ACCIDENT APRIL 24, 2005....LOCATED OF ACCIDENT 1 COOPER PLAZA IN CAMBEN NJ.....POLICE FROM CAMBEN CITY WAS CONTACTED AND FILED A REPORT. ....INSURANCE WAS NOT CONTACTED. ....VEHICLE IS REPAIRABLE. ....CUSTOMER IS FILING LIABLE CLAIM WITH FORD....CUSTOMER ALSO WANTS TO KNOW WHO WILL BE PAYING FOR THE RENTAL VEHICLE AFTER THE 1 DAY RENTAL THEY ARE GETTING FROM THE DEALER.DEALER SAID: THEY WILL NEED TO DIAGNOSED THE VEHICLE TO FIND OUT IF THE RECALL CAUSED THE ACCIDENT. RECOMMENDED CUSTOMER CONTACT HIS ATTORNEY.CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.....ADVISED CUSTOMER CONSUMER AFFAIRS MAKE THE FINAL DECISION.

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 01266 ECHELON FORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 14000 MI Comm Type: PHONE  
 Analyst Name: VALMA SANDERS (VSANDERS) Analyst: VSANDERS  
 Action Date: 05/03/2005 Action Time: 17.15.22.881 Action Data: No

Comments LPA CALLED LEFT A VOICEMAIL MSG

Action: CLOSING COMMENTS - CUSTOMER UNRESPONSIVE/UNABLE TO BE CONTACTED  
 Dealer: 01266 ECHELON FORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 14000 MI Comm Type: MAIL  
 Analyst Name: VALMA SANDERS (VSANDERS) Analyst: VSANDERS  
 Action Date: 05/19/2005 Action Time: 16.10.17.915 Action Data: No

6/14/2005

**Comments** SENT NEED MORE INFO LETTER

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**Action:** CLOSING COMMENTS - CUSTOMER UNRESPONSIVE/UNABLE TO BE CONTACTED  
**Dealer:** 01266 ECHELON FORD INC  
**Odometer:** 14000 MI  
**Analyst Name:** VALMA SANDERS (VSANDERS)  
**Action Date:** 05/19/2005

**Comm Type:** MAIL  
**Analyst:** VSANDERS  
**Action Time:** 16.10.29.471

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** SENT NEED MORE INFO LETTER

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**Action:** CLOSING COMMENTS - CUSTOMER UNRESPONSIVE/UNABLE TO BE CONTACTED  
**Dealer:** 01266 ECHELON FORD INC  
**Odometer:** 14000 MI  
**Analyst Name:** VALMA SANDERS (VSANDERS)  
**Action Date:** 05/19/2005

**Comm Type:** MAIL  
**Analyst:** VSANDERS  
**Action Time:** 16.10.41.033

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** SENT NEED MORE INFO LETTER

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6/14/2005

All Action Details for Issue

Print

VIN: 1FMCU93144K [REDACTED]      Year: 2004      Model: ESCAPE      Case: [REDACTED]  
 Name: [REDACTED]      Owner Status: Original      WSD: 2003-11-21  
 Symptom Desc: ENG SPEED-UP SUDDEN ACCEL WARM      Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT      Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION      Issue Status: CLOSED

Action: CB-IT MAY TAKE 7 DAYS FOR CONSUMER AFFAIRS TO BEGIN INVESTIGATE  
 Dealer: 01266 ECHELON FORD INC      Origin Desc: US CONCERN CASE BASE  
 Odometer: 14500 MI      Comm Type: PHONE  
 Analyst Name: DUBASH NILOUFER      Analyst: NDUBASH  
 Action Date: 05/06/2005      Action Time: 16.46.51.805      Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: CALLING ON BEHALF OF HIS FIANCE WHO GOT INTO AN ACCIDENT AND CUST CALLED TO OPEN A CONTACT, AND STILL HAS NOT RECEIVED AN ANSWER AND WISHES TO KNOW WHAT THE STATUS OF THIS CASE IS? DEALER SAID: ECHELON FORD INC#4 S WHITE HORSESTRATFORD, NJ 08084 TEL: (856) 627-8400 FAX: (856) 784-8738 DISTANCE: 0.49 MILES CRC ADVISED: THANK YOU FOR CONTACTING US IN RELATION TO YOUR ONGOING CASE. CONSUMER AFFAIRS INVESTIGATIONS MAY TAKE UP TO 7 DAYS TO INITIATE. LET ME ASSURE YOU THAT THIS TYPE OF SITUATION IS A HIGH PRIORITY FOR FORD MOTOR COMPANY. I HAVE VERIFIED YOUR CONTACT INFORMATION TO ENSURE WE CAN CONTACT YOU WHEN FURTHER INFORMATION IS AVAILABLE OR REQUIRED. ===== ADVISED AS PER ABOVE =====

[REDACTED] 6/14/2005

## All Action Details for Issue

Print

VIN: 1FMCU93144K [REDACTED]  
Name: [REDACTED]  
Symptom Desc: ENG SPEED-UP SUDDEN ACCEL ALL ENGINE TEMP  
Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT  
Issue Type: 02 INFORMATION

Year: 2004  
Owner Status: Original  
Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
WSD: 2003-11-21  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: 01266 ECHELON FORD INC

Origin Desc: US CONCERN CASE BASE

Odometer: 14500 MI

Comm Type: PHONE

Analyst Name: SYED QADAR

Analyst: QSYED2

Action Date: 05/04/2005

Action Time: 16.46.48.346

Action Data: No

Comments CUSTOMER SAID: --CUST IS CALLING REGARDING THE HISTORICALS --CUST WANT TO KNOW WHAT TO DO WITH THE RENTAL VEH AS CUST IS UNABLE TO PAYDEALER SAID: ECHELON FORD INC#4 S WHITE HORSESTRATFORD, NJ 08084TEL: (856) 627-8400FAX: (856) 784-8738DISTANCE: 0.49 MILESCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.--CSR ADVISED TO WAIT FOR TODAY AS 2 BUSINESS DAYS ARE REQUIRED

[REDACTED] 6/14/2005

All Action Details for Issue

Print

VIN: 1FMCU93144K [REDACTED]  
 Name [REDACTED]  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED  
 Reason Desc: RECALL/ONP - VEHICLE INVOLVEMENT  
 Issue Type: 02 INFORMATION

Year: 2004  
 Owner Status: Original  
 Issue Status: CLOSED

Model: ESCAPE Case: [REDACTED]  
 WSD: 2003-11-21  
 Primary Phone: [REDACTED]  
 Secondary Phone: [REDACTED]

Action: ADVISE CUSTOMER OF RECALL/ONP; DOCUMENT CAMPAIGN NUMBER

Dealer: 01266 ECHELON FORD INC  
 Odometer: 14000 MI  
 Analyst Name: ELAINE LEE- CAMPBELL  
 Action Date: 05/02/2005

Comm Type: PHONE  
 Analyst: ELEECAMP  
 Action Time: 15.33.21.292

Origin Desc: US INQUIRY CASE BASE  
 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: ...CUSTOMER RECEIVED RECALL LETTER IN THE MAIL...HE WOULD LIKE TO GET THE RECALL COMPLETE.DEALER SAID: NONECRC ADVISED: PLEASE CONTACT YOUR F/LM DEALERSHIP TO SCHEDULE AN APPOINTMENT TO COMPLETE THE FSA/CSP. ADVISE THE CUSTOMER OF THE INFORMATION FOUND IN THE CUSTOMER LETTER ( OR THE SEARCH ENGINE Q&A). DOCUMENT ANY ADDITIONAL INFORMATION YOU PROVIDE TO THE CUSTOMER.....ADVISED CUSTOMER ON RECALL NUMBER 04S25, 04C09 . RECOMMENDED THAT CUSTOMER LET DEALER BE AWARE OF THE RECALLS TO GET THEM COMPLETE.

Data Element Name	Data Value
RECALL/ONP CAMPAIGN NUMBER	04S25
RECALL/ONP CAMPAIGN NUMBER	04C09





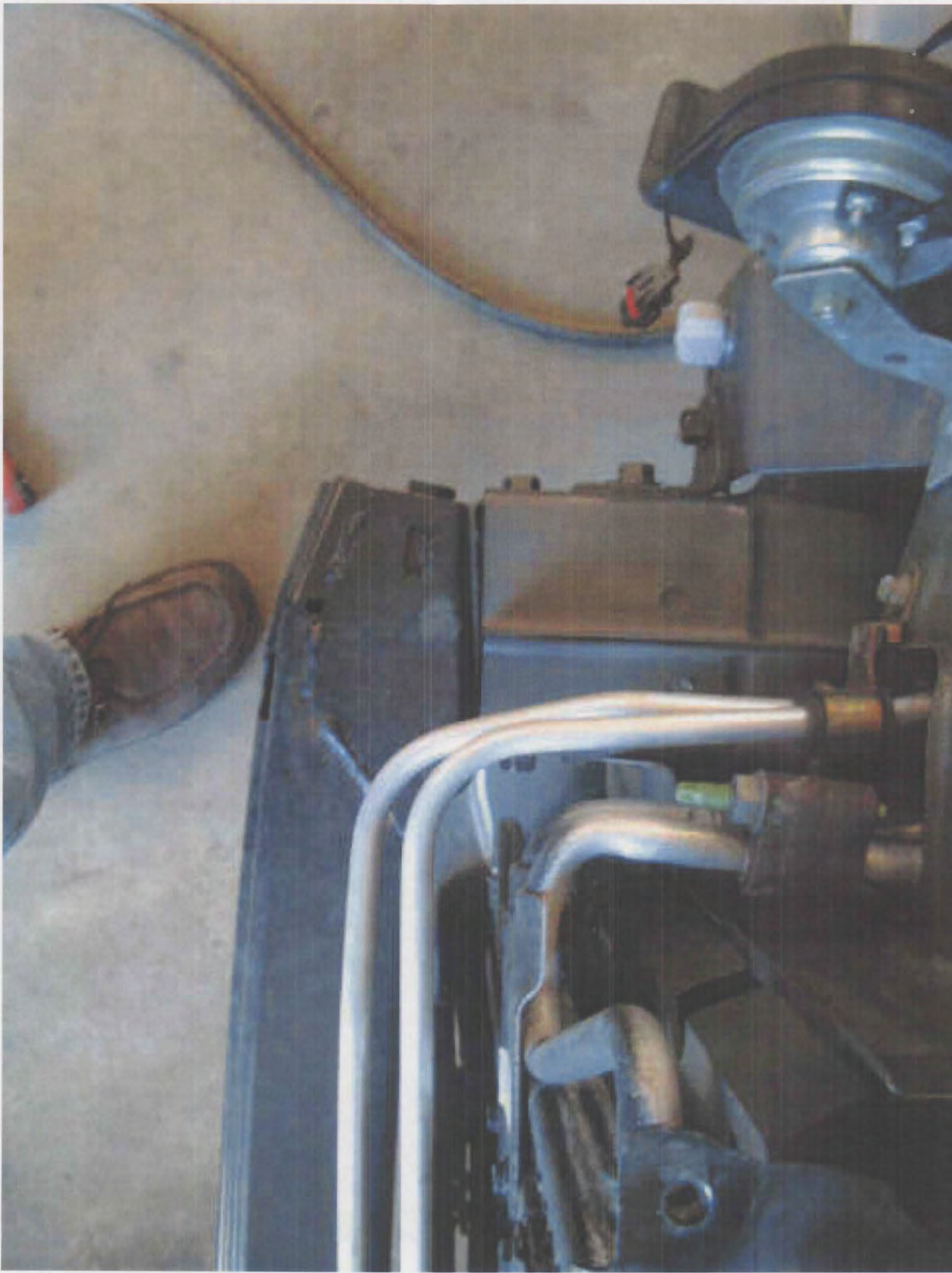


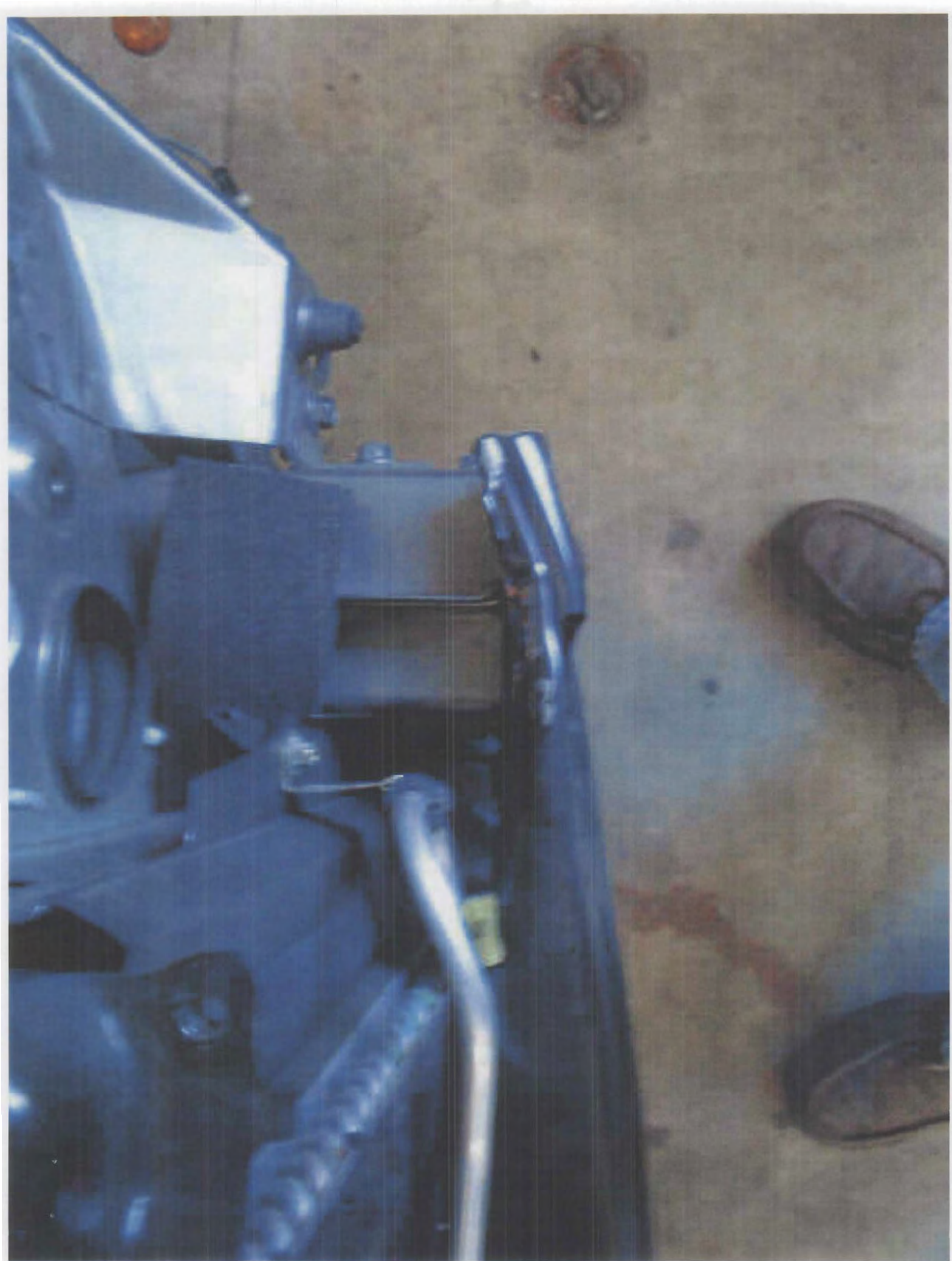




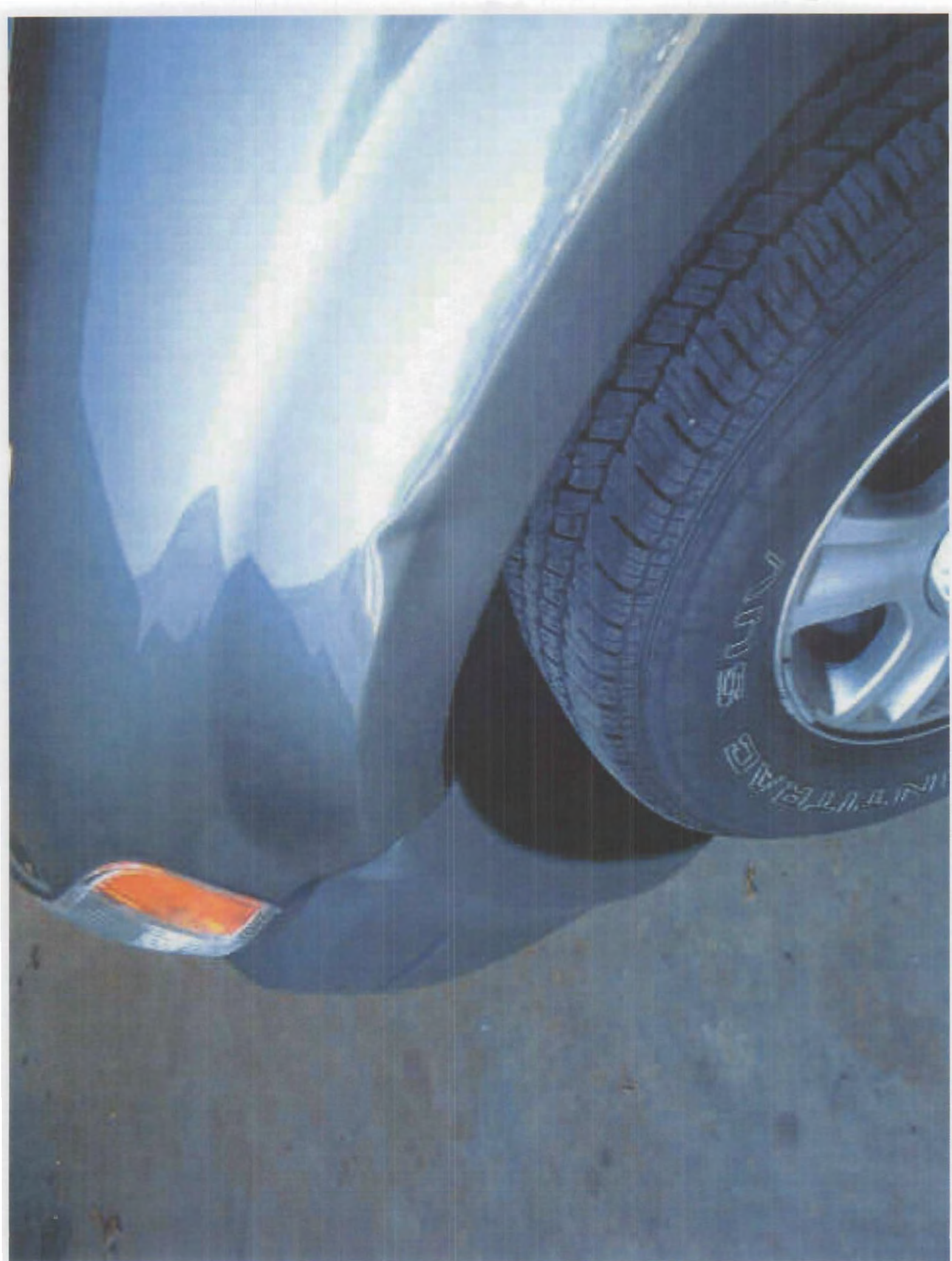




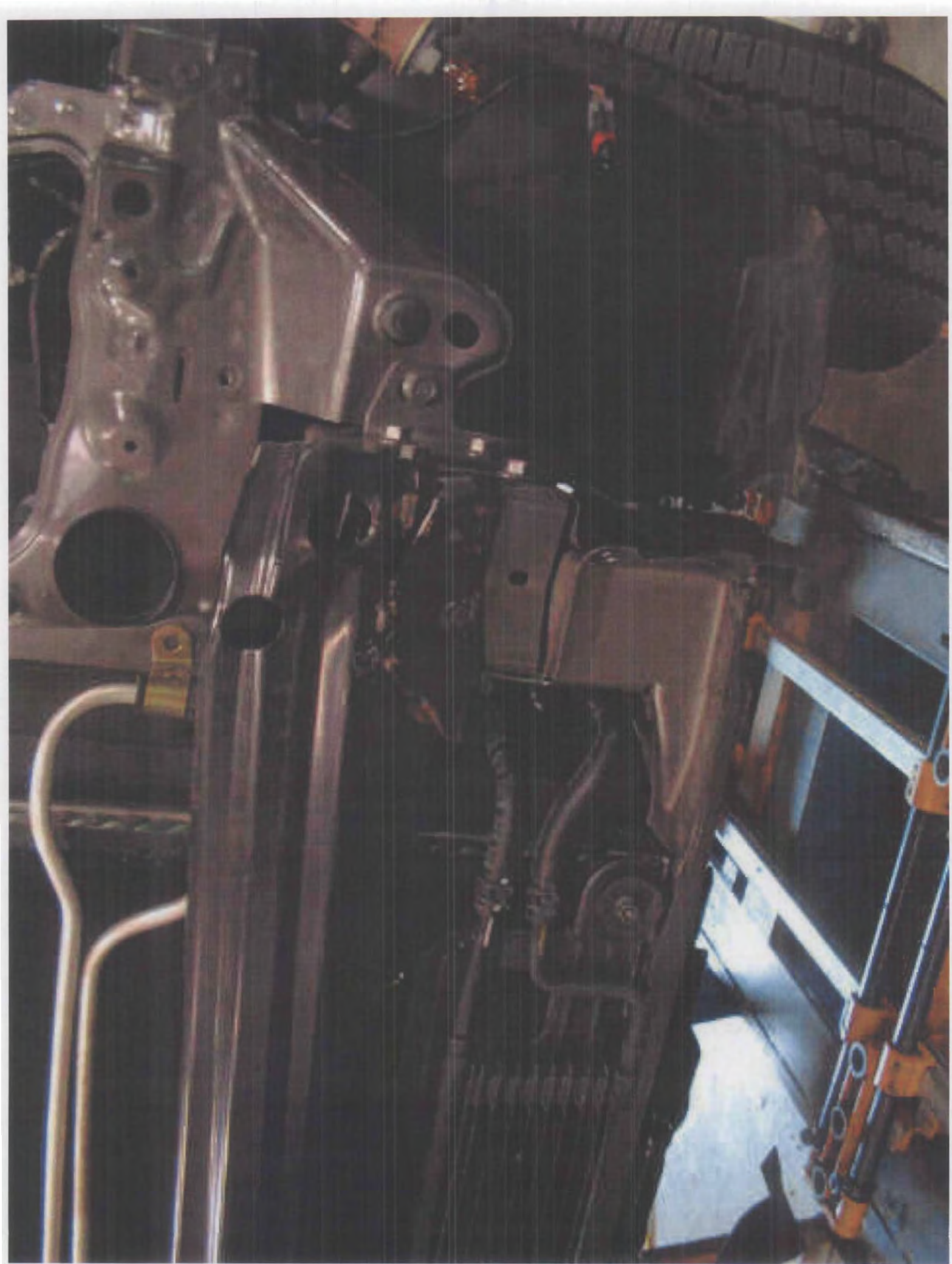


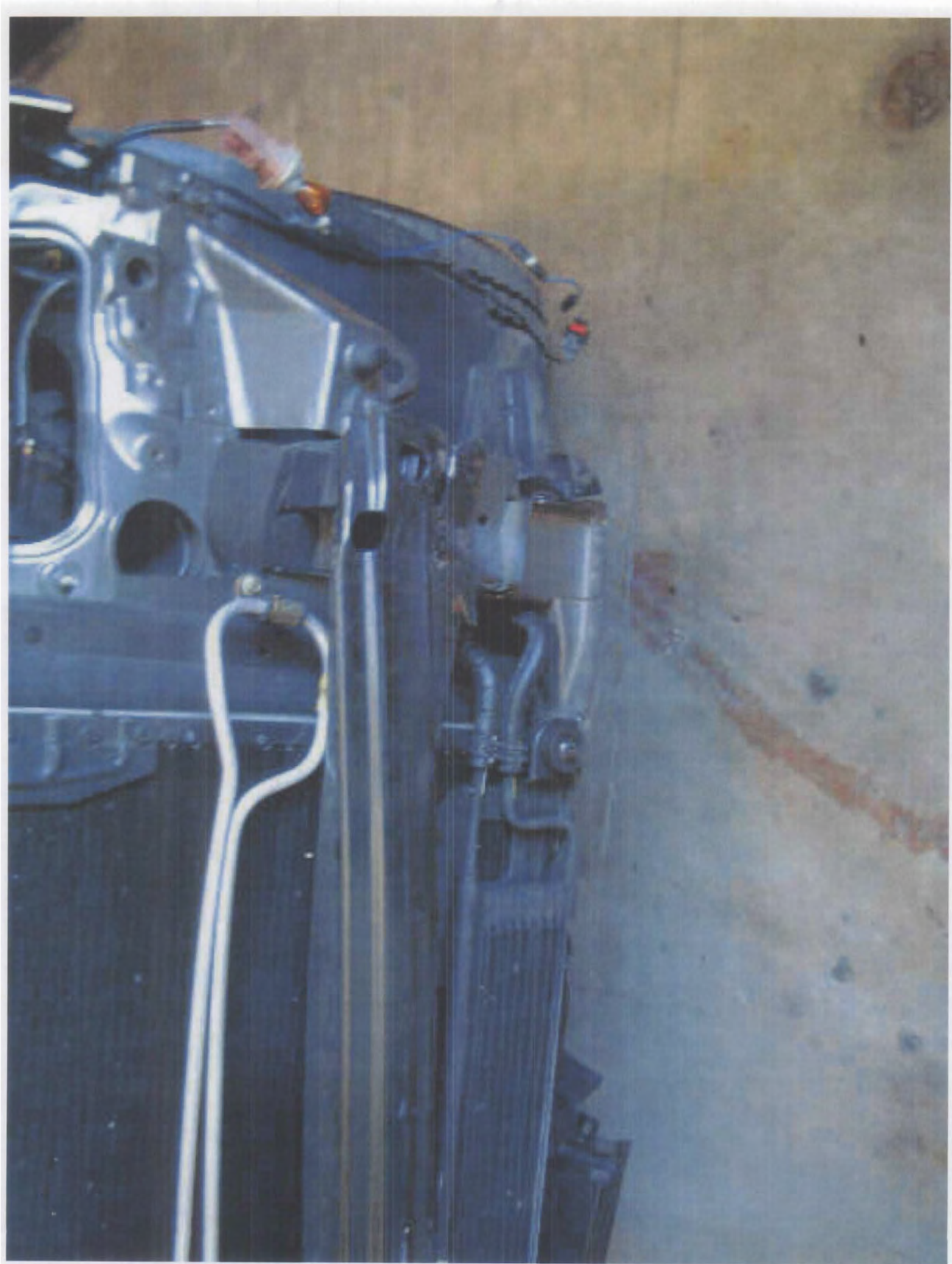




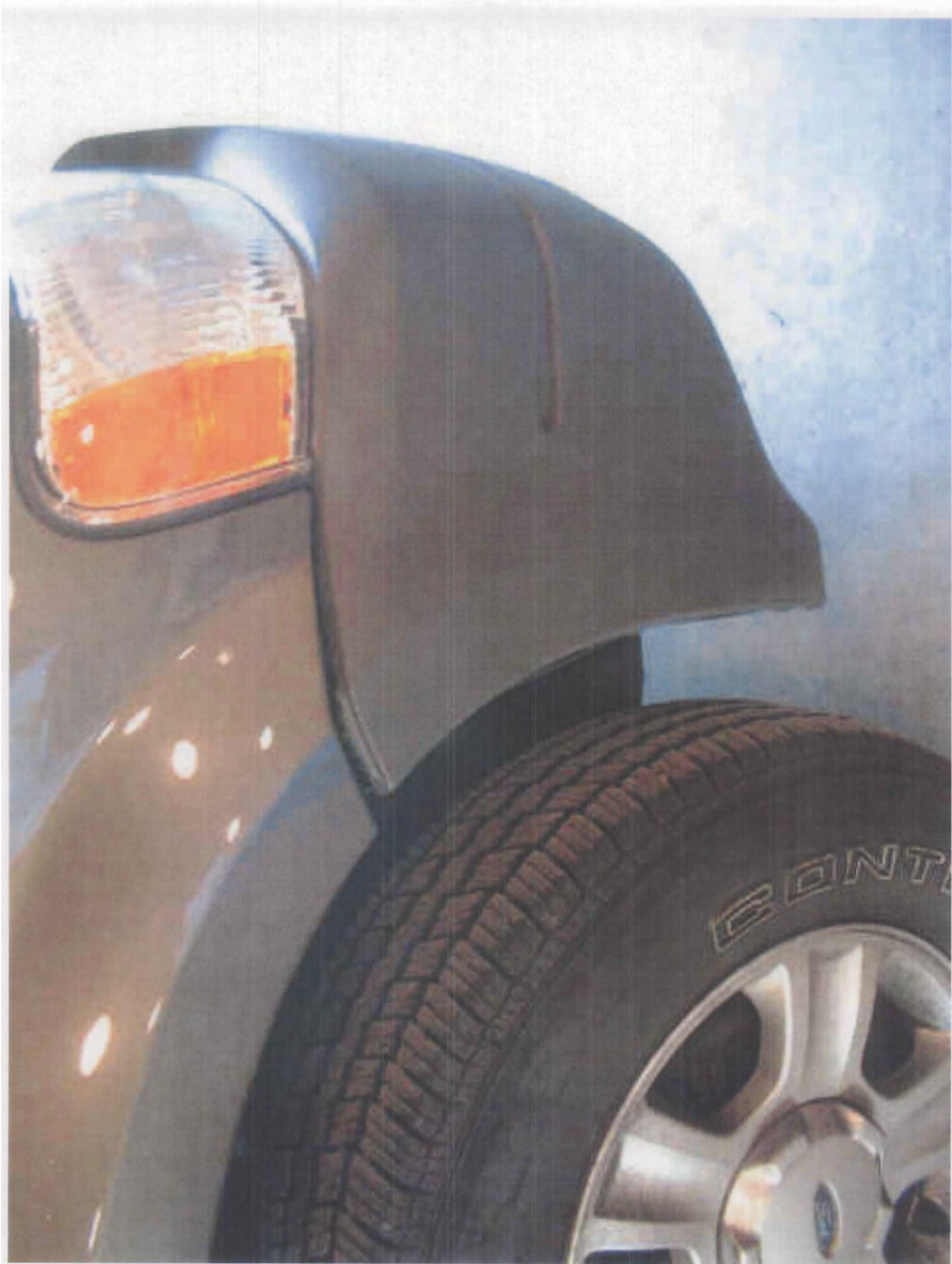










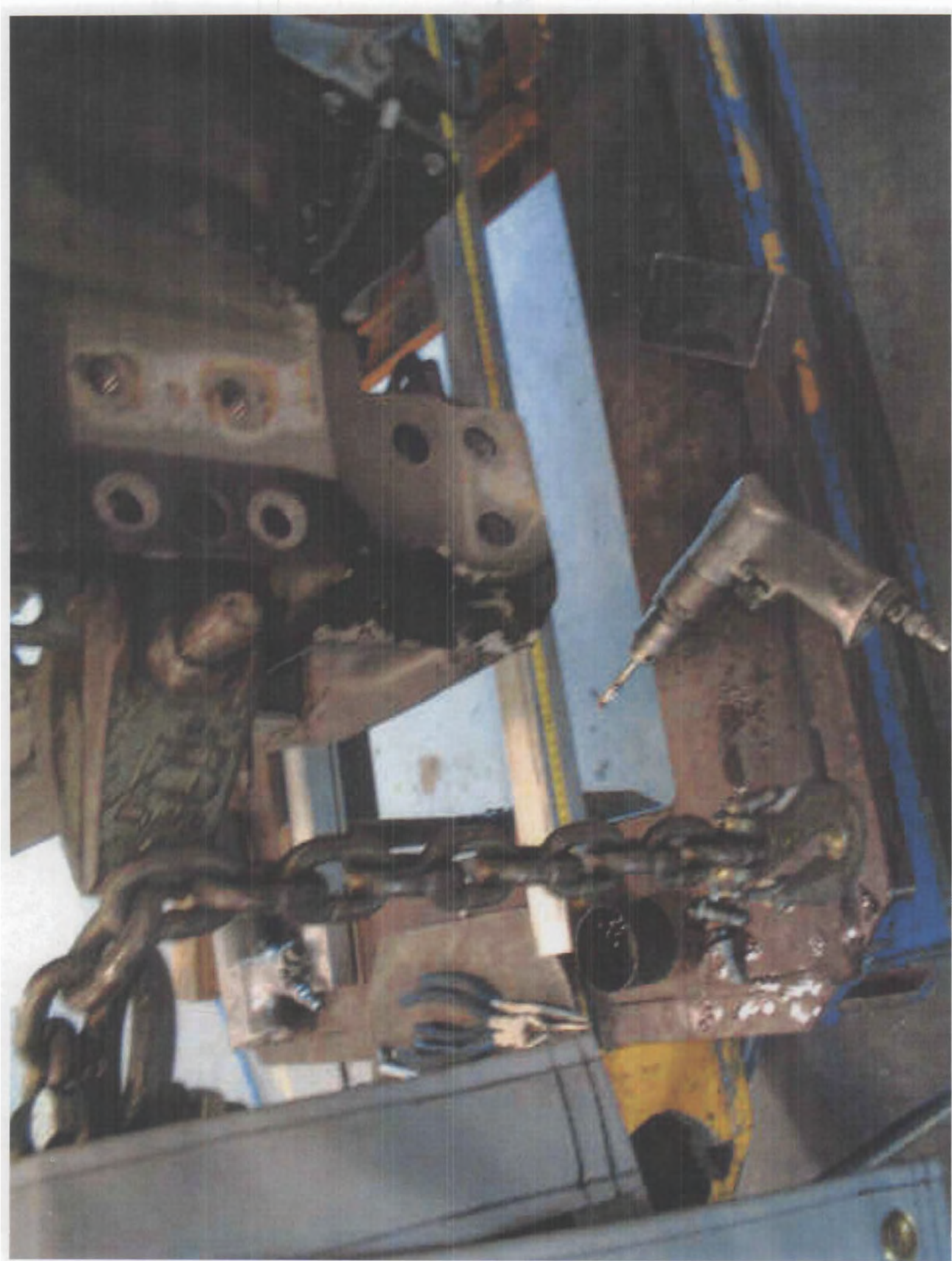




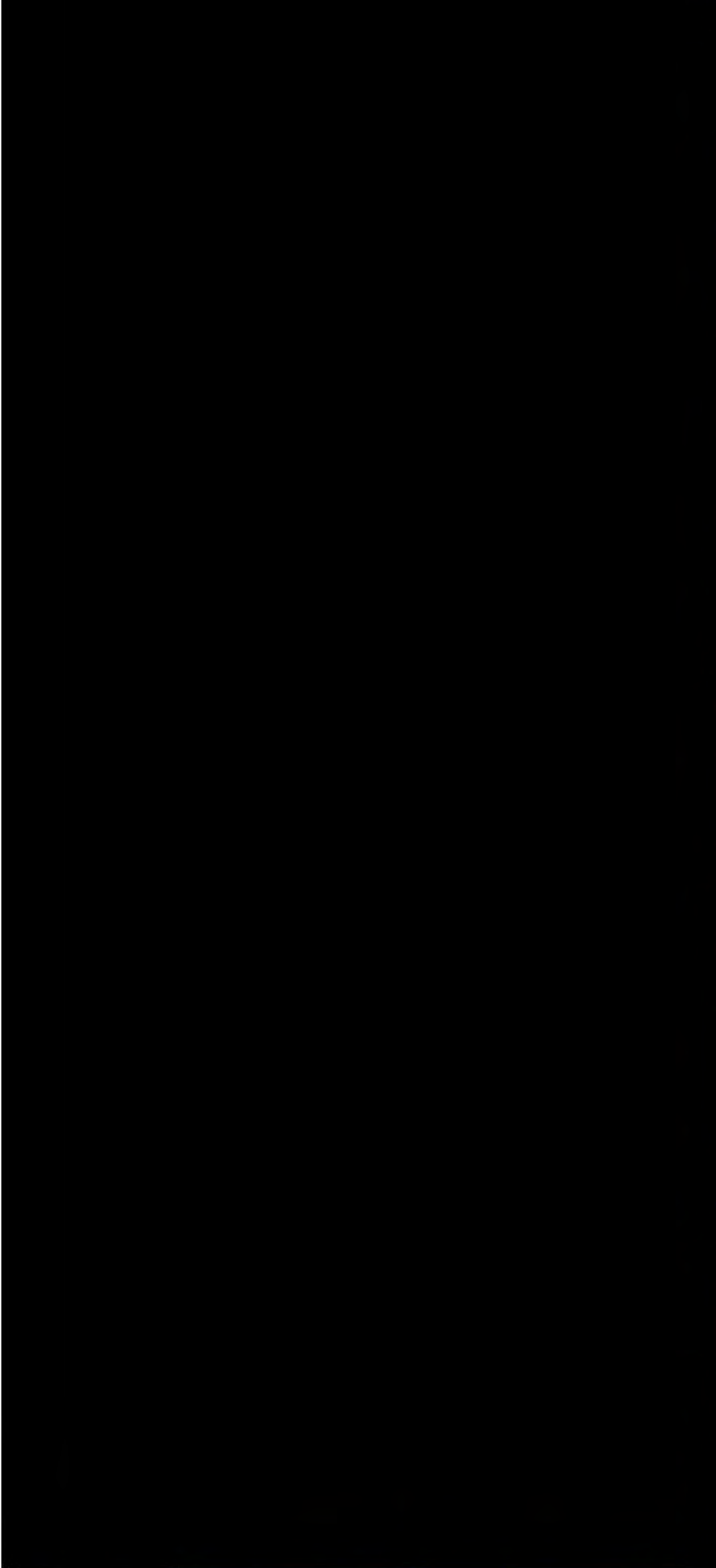








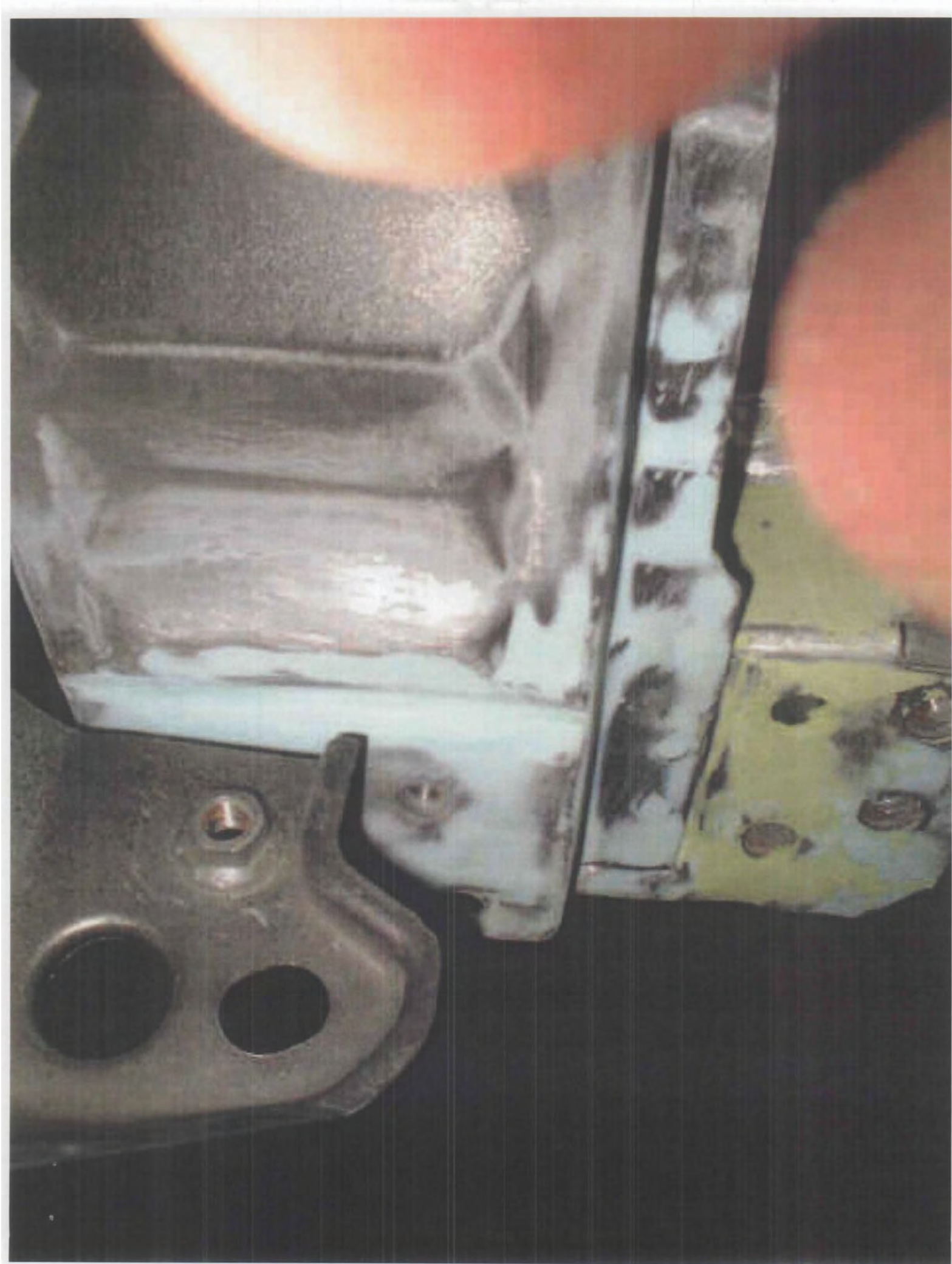




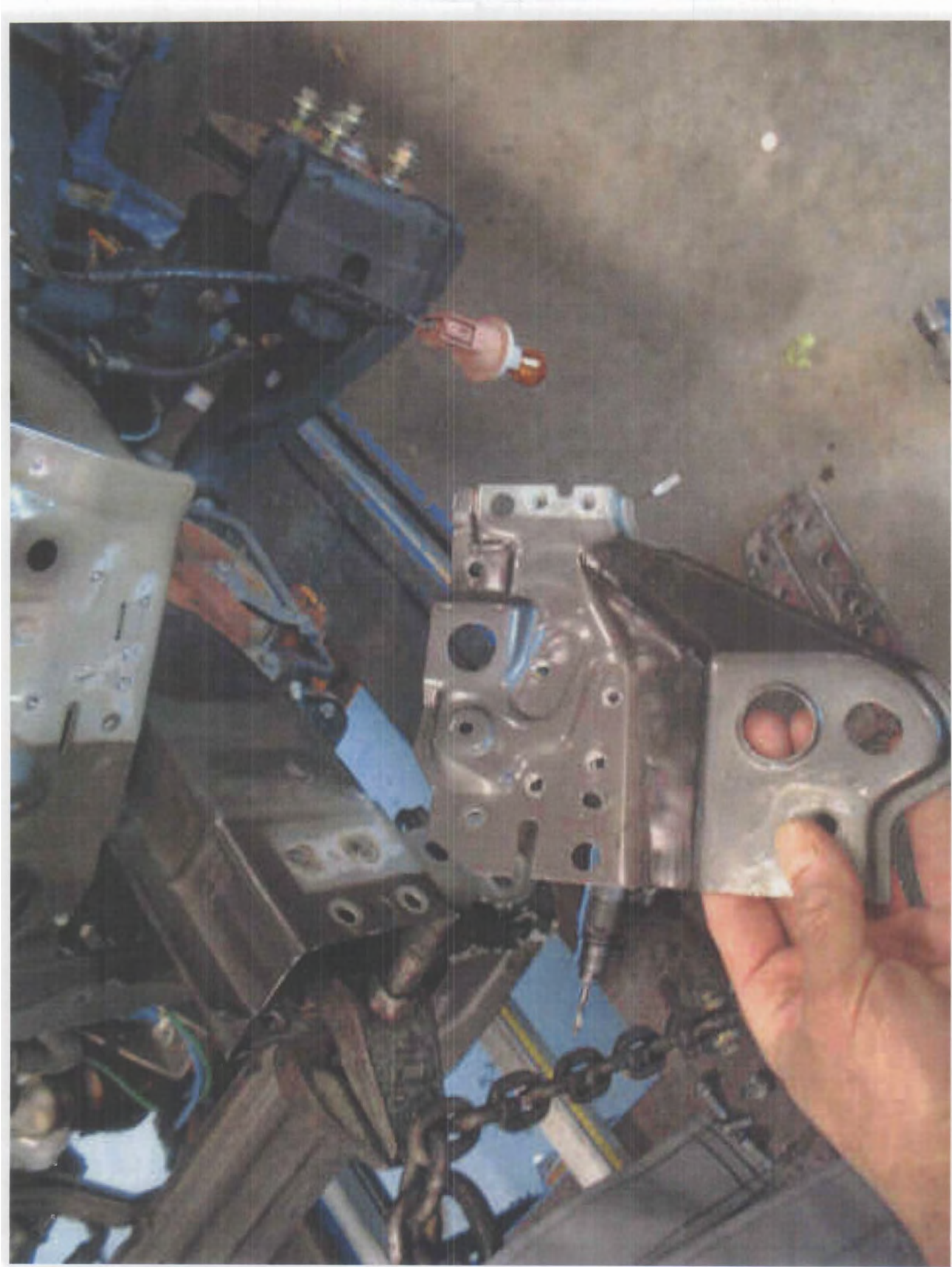








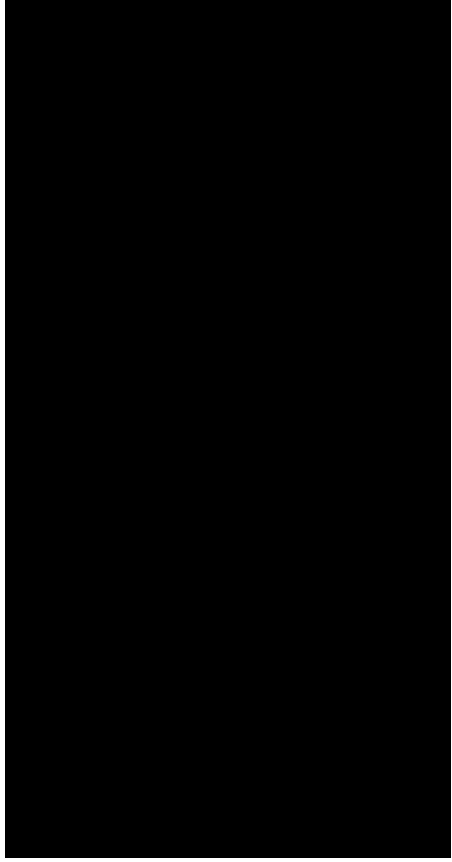












Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**JULY 2006**

PLAINTIFF'S NAME [REDACTED]	DEFENDANT'S NAME Ford Motor Company
PLAINTIFF'S ADDRESS [REDACTED] Annapolis, MD [REDACTED]	DEFENDANT'S ADDRESS c/o CT Corporation 1515 Market Street, Suite 1210 Philadelphia, PA 19103
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

**003103**

TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NO. OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons	<input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions	<input type="checkbox"/> Notice of Appeal
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other:	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition	<input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals	<input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival


CASE TYPE AND CODE (SEE INSTRUCTIONS)  
**10 - Contract - Other**

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

IS CASE SUBJECT TO COORDINATION ORDER?  
Yes  No

**TO THE PROTHONOTARY:**  
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:  
Papers may be served at the address set forth below.

NAME OF PLAINTIFF-PETITIONER/APPELLANT'S ATTORNEY <b>Robert M. Silverman</b>	ADDRESS (SEE INSTRUCTIONS) <b>Kimmel &amp; Silverman, P.C. 30 East Butler Pike Ambler, PA 19002</b>
PHONE NUMBER <b>(215) 540-8888</b>	FAX NUMBER <b>(215) 540-8817</b>
SUPREME COURT IDENTIFICATION NO. <b>55914</b>	E-MAIL ADDRESS <b>ckimmel@lemonlaw.com</b>
SIGNATURE 	DATE <b>July 26, 2006</b>

Robert M. Silverman, Esquire  
Identification No. 55914

**ATTORNEYS FOR PLAINTIFF**

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS  
Robert A. Rapkin, Identification No. 610088 TIME, DATE AND PLACE SPECIFIED BUT, IF ONE OR  
KIMMEL & SILVERMAN PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER  
MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A  
30 East Butler Pike JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR  
Amler, PA 19002 PARTIES. THERE IS NO RIGHT TO A TRIAL DENOVO ON APPEAL  
FROM A DECISION ENTERED BY A JUDGE.  
(215) 540-8888

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

LISTED ESTA ORDENADO COMPARECER EN ARBITRACION HEARING 1880 JFK BLVD., 5TH FL. PHILADELPHIA, PA 19103 TIME
MAR 23 2007 2:36
YOU MUST STILL COMPLY WITH THE NOTICE BELOW UNLESS YOU HAVE BEEN CUMPLIR CON EL AVISO PARA DEFENDERSE

[REDACTED]  
Annapolis, MD

**COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY**

**ATTEST**

**JUL 27 2006**  
RT

**CIVIL ACTION**

FORD MOTOR COMPANY  
C/O CT Corporation  
1515 Market Street, Suite 1210  
Philadelphia, PA 19103

**NOTICE TO DEFEND**  
**CODE: 1900**  
**JULY 2006**  
**003103**

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

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

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

**AVISO**

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

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

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

Craig Thor Kimmel, Esquire  
Identification No. 57100  
Robert A. Rapkin, Esquire  
Identification No. 61628  
KIMMEL & SILVERMAN, P.C.  
30 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

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

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

██████████  
██████████  
Annapolis, MD ██████████

v.

CIVIL ACTION

FORD MOTOR COMPANY  
C/O CT Corporation  
1515 Market Street, Suite 1210  
Philadelphia, PA 19103

**COMPLAINT**  
**CODE: 1900**

1. Plaintiff, ██████████, is an adult individual citizen and legal resident of the State of Maryland, ██████████, Annapolis, MD ██████████.
2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at C/O CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103.

**BACKGROUND**

3. On or about January 31, 2004, Plaintiff purchased a new 2004 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU93184K ██████████.
4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the State of Maryland.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the



Lemon Law, totaled more than \$28,613.17. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Air Bag Light On, Gas Pedal is Sticking, Rubbing Noise When Braking and Vibration When Driving. 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 may or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

12. 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).

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

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 Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By:

~~ROBERT M. SILVERMAN, ESQUIRE~~  
~~Attorney for Plaintiff~~  
~~30 East Butler Pike~~  
~~Ambler, Pennsylvania 19002~~  
~~(215) 540-8888~~

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

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

  
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**GILBOY AUTOMOTIVE GROUP, INC.**

Telephone 434-4211 Area Code 610  
2805 MacArthur Road, P.O. Box 284  
WHITEHALL, PA 18052

DATE JANUARY 31, 2004 PURCHASER'S NAME [REDACTED] INS. CD. 049537

PURCHASER'S STREET [REDACTED] POLICY NO. [REDACTED]

PURCHASER'S CITY ANNAPOLIS STATE MD ZIP [REDACTED] AGENT [REDACTED]

BUSINESS PHONE [REDACTED] E-MAIL [REDACTED] ADDRESS [REDACTED]

HOME PHONE [REDACTED] SALES PERSON STEVENS, T PHONE [REDACTED]

PRICE INCLUDES: 25,199.52  
EXTENDED SERVICE CONTRACT N/A  
REBATE 2,000.00

VEHICLE BEING PURCHASED  
PLEASE ENTER MY ORDER FOR THE FOLLOWING  
 NEW  CAR  DEMO  RENTAL  
 USED  TRUCK  PRIOR USE FACTORY PROGRAM

YEAR 04 MAKE FORD STOCK NO. 49537  
MODEL ESCAPE BODY TYPE 4DR SPTUTY  
COLOR TRUEBLUE TRIM 22  
SERIAL # 1FMCU93184K809161

USED VEHICLE TRADED IN  
YEAR 02 MAKE HONDA  
MODEL ACCORD TYPE 2DR CPE COLOR BLUE  
VIN # 1H6CG32512A [REDACTED]  
TAG NO. [REDACTED] EXP. [REDACTED]  
TITLE NO. [REDACTED]  
PAYOFF OWED TO AMERICAN H ACCT. # [REDACTED]  
ADDRESS WHITEHALL

THE ABOVE DESCRIBED VEHICLE MAY BE REAPPRAISED IF IT HAS SUFFERED DAMAGE OR SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE ORIGINAL VALUATION AND PRIOR TO ITS DELIVERY TO THE DEALER, OR IF PARTS OR ACCESSORIES OR BOTH, INCLUDING TIRES HAVE BEEN REMOVED OR REPLACED WITH PARTS AND ACCESSORIES OF INFERIOR QUALITY.

VEHICLE LEASE TERMS  
LEASE TERM MONTHS  
BASE MONTHLY PAYMENT 659.98  
STATE TAXES 6% + 3% = 659.98  
(PHILA. RESIDENT + 1%)  
TOTAL OF \$ PER MONTH  
TOTAL LEASE TERM MILES MILES  
ALLOWANCE

PAYMENT DUE AT LEASE INCEPTION INCLUDES:  
SECURITY DEPOSIT, 1ST MONTH PAYMENT, TAGS & FEES.  
If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, you shall, at our option, forfeit as damages \$

CUSTOMER ACKNOWLEDGES  
CUSTOMER'S SIGNATURE X [Signature]

PRICE AND OPTIONS AS PER WINDOW LABEL  
SIGNATURE [REDACTED]  
SALE PRICE OF VEHICLE 0 \$ 23,199.52  
LESS TRADE-IN ALLOWANCE - 10,000.00  
TAXABLE BALANCE 13,199.52  
SALES TAX PA. / N.J. 6%, PHILA. 7% + 659.98  
FED. LUX. TAX + N/A  
ADDITIONAL SALES TAX TO MARYLAND (19%) + 500.00  
PAYOFF DUE ON TRADE-IN 13,949.67  
N/A

DEALER FEES 58.00  
DOCUMENTARY 110.00  
ONLINE REGISTRATION FEE  
STATE FEES  
PTA EXCISE TAX 1.00 PER TIRE X 5 5.00  
NEW TAG OR TRANSIT TAG 10.00  
REGISTRATION PASSENGER CAR N/A  
REGISTRATION TRUCK 81.00  
TRANSFER OWNERS TAG N/A  
LIENHOLDER (IF NEEDED) 4.00  
TITLE APPLICATION 5.00  
AMOUNT DUE 20.00  
TOTAL \$ 28,613.17

LESS DEPOSIT WITH ORDER - N/A  
LESS AMOUNT FINANCED - 28,613.17  
CASH DUE AT DELIVERY \$ N/A

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)  
THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE  
CREDIT SALE: IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER FORM.  
Purchaser agrees that this Order on the face and reverse side hereof and any attachments hereto includes all of the terms and conditions, that this Order cancels and supercedes any prior agreements and as the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions, and has received a true copy of this Order. I also certify that I am eighteen years of age or over.  
AS IS: THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF PREPARING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

DEALER'S AUTHORIZED SIGNATURE [Signature] PLAINIFF'S EXHIBIT A DATE 01/31/04  
HASE ORDER

**SERVICE HOURS**

Mon., Wed's, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089



2540 RIVA ROAD ANNAPOLIS, MARYLAND 21401  
 ANNAPOLIS 224-2100, BALTIMORE 841-6550, WASHINGTON 261- 8220  
 DIRECT LINE 266-3087  
 www.koonsford.com



PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE AND MUST BE MADE WITHIN 12,000 MILES OR ONE YEAR FROM DATE WORK WAS PERFORMED.

VEHICLE MODEL	MULTI-REFERENCE NUMBER	
YEAR	VIN	
MAKE	MODEL	
TYPE	COLOR	
DATE ACQUISITION AT TIME OF VEHICLE RELEASE	MILEAGE AT RELEASE	
DATE ACQUISITION AT TIME OF VEHICLE RELEASE	MILEAGE AT RELEASE	
DATE ACQUISITION AT TIME OF VEHICLE RELEASE	MILEAGE AT RELEASE	

INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C73276

ANNAPOLIS [REDACTED]  
 HOME: [REDACTED] WORK: [REDACTED] MD [REDACTED]

ANNAPOLIS [REDACTED]  
 HOME: [REDACTED] WORK: [REDACTED] MD [REDACTED]

TAG: 3968 ADV: 827 TRIP001, INVOICE: PRELIM CUS C MG  
 TAX RULES: YWMN INVOICED: 07/05/2005 14:53:15  
 ODOMETER IN: 32467 OUI: 32468 DIST: LFA  
 DATES BEGIN: 07/05/06 DONE: 07/05/06

VIN 1FMCU93184 [REDACTED] LICENSE NUMBER: MD [REDACTED] 4  
 04 FORD ESCAPE XLT 4WD 4DR SPTUTV  
 DATES IN SERVICE: 013104 PRODUCTION: 102203

CONCERN 03 CHANGE ENGINE OIL AND REPLACE OIL FILTER  
 CORRECTION CHANGED ENGINE OIL AND REPLACED OIL FILTER

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	AMOUNT
FMC 5W20			OIL	6		14.10
FMC FIAZ 6731 B0			FILTER AS	1		

FACTORY TECH: 495 - LIND, VICTOR M.

OPERATION TECH 495  
 001P  
 TOTAL CHARGE FOR CONCERN 29.95

TYPE: C

CONCERN 51 AIR BAG LIGHT COMES ON AND OFF  
 CORRECTION B199A SOP PART  
 COMMENT PER TSB 04-26-12  
 FACTORY TECH: 495 - LIND, VICTOR M.

OPERATION TECH 495  
 SOP  
 TOTAL CHARGE FOR CONCERN 00

TYPE: C

SUMMARY OF CHARGES FOR INVOICE C73276

PARTS	15.85
SUPPLIES	2.82
LABOR-MECHANICAL	14.10
SUB-TOTAL	32.77
TAX	93
TOTAL CHARGE	33.70

OPERATION TECH 495  
 SOP  
 TOTAL CHARGE FOR CONCERN 00

GRAND TOTALS

PAYMENT DISTRIBUTION FOR INVOICE C73276  
 TOTAL CHARGE 33.70  
 CASH DUE 33.70

*[Handwritten Signature]*

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

*[Handwritten Signature]*  
 CUSTOMER





**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
Tues, Thurs: 7:30 - 8:00  
Saturday: 8:00 - 5:00

P & A CODE 00089

INVENTORY CODE	
WARRANTY	WARRANTY REFERENCE NUMBER
WARRANTY CODE	
WARRANTY CODE (M) NO.	WARRANTY CODE (M) NO.
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
DATE	DATE
MILE	MILE
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
DATE	DATE
MILE	MILE

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C73276

[REDACTED] FOR OFFICE USE

TAG: 3968 ADV: 827 TRIPODI., INVOICED: 07/05/2006 14:53:15 M5 04 ESCAPE VEHICLE INFORMATION

LICENSE NUMBER: MD [REDACTED]

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JOHN E. TRIPODI  
OUR LABOR RATES VARY FROM \$33.16-\$99.00  
BASED ON THE TYPE OF SERVICE PERFORMED

PAGE 2  
LAST PAGE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

WORK ORDER NUMBER	WORK ORDER NUMBER
VEHICLE MAKE AND MODEL	VEHICLE MAKE AND MODEL
VEHICLE YEAR	VEHICLE YEAR
VEHICLE COLOR	VEHICLE COLOR
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT
VEHICLE MAKE AND MODEL	VEHICLE MAKE AND MODEL
VEHICLE YEAR	VEHICLE YEAR
VEHICLE COLOR	VEHICLE COLOR
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
VEHICLE MAKE AND MODEL	VEHICLE MAKE AND MODEL
VEHICLE YEAR	VEHICLE YEAR
VEHICLE COLOR	VEHICLE COLOR

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INVOICE TO: [REDACTED] ANAPOLIS MD [REDACTED] WORK EXT: [REDACTED]  
 HOME: [REDACTED] WORK: [REDACTED] HOME: [REDACTED] WORK EXT: [REDACTED]  
 FOR OFFICE USE

TAG: 3051 ADV: 893 TRAVERS, INVOICE: PRELIM WAR W MG VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
 TAX RULES: YWYNN INVOICED: 05/16/2006 14:01:23 04 FORD ESCAPE XLT 4WD 4DR SPTUTY  
 ODOMETER IN 30728 OUT: 30729 DIST: 17A DATES IN SERVICE: 013104 PRODUCTION: 102203  
 DATES BEGIN 05/16/06 DONE: 05/16/06

CONCERN 5L CHECK GAS PEDAL IS STICKING  
 CAUSE THROTTLE CABLE & BODY STICKING  
 CORRECTION BODY / CHASSIS / ELECTRICAL (BCE) - TEST  
 51-1 THROTTLE BODY - AIR INTAKE - REPLACE  
 51-2 ACCELERATOR CABLE - REPLACE

TECH NOTES ROADTEST, BCE DIAG, PINPOINT TEST, REPLACE THROTTLE CABLE, P+R INTAKE TUBE, REPLACE THROTTLE BODY, ROADTEST...OK

PART NUMBER	PO#	NOTE	QTY	SELL	AMOUNT
FMC 2L02	9E926 AB	BODY ASY	1	75.53	75.53
FMC 5L02	9A758 AA	CABLE ASY	1	11.33	11.33
PARTS. COUNT	2	ALLOWANCE		34.74	

FACTORY TECH: 802 - SOCKETT, JAMES  
 FAIL CODE : 41  
 51-1 FAIL CODE : 41  
 51-2 FAIL CODE : 41

OPERATION TECH HOURS AMOUNT  
 126510 802 2 15.09  
 9926A 802 4 30.19  
 9758A 802 4 30.19

TYPE: W  
 SUMMARY OF CHARGES FOR INVOICE W70590  
 PARTS 121.60  
 LABOR-MECHANICAL 75.47  
 TOTAL CHARGE 197.07

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JAMES C. TRAVERS

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

*[Signature]*

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089



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REPAIR #	WORK ORDER NUMBER
REPAIR #	ACTIVATED/DELETED/PAID/DATE
REPAIR #	APPROVAL CODE OR MD
DATE AND TIME OF TIME OF VEHICLE RECEIPT	VEHICLE IDENTIFIER
MD	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
VE	RELEASE INSTRUCTIONS

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W70590  
 [REDACTED] FOR OFFICE USE [REDACTED]  
 TAG: 3051 ADV: 893 TRAVERS, INVOICED: 05/16/2006 14:01:23 MG 04 ESCAPE VEHICLE INFORMATION -- LICENSE NUMBER: MD [REDACTED]

IN THE NEXT FEW WEEKS YOU MAY RECEIVE A CUSTOMER VEINPOINT SURVEY IN THE MAIL. OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH TODAY'S SERVICE VISIT. IN FILLING OUT THIS SURVEY, IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT DUANE SCARDINA, OUR SERVICE MANAGER, AT 410-266-3086. THANK YOU

PAGE 2  
 LAST PAGE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER

SERVICE HOURS

Mon., Weds, Fri.: 7:30 - 7:00  
Tues, Thurs: 7:30 - 8:00  
Saturday: 8:00 - 5:00

P & A CODE 00089

REGISTRATION	
TAXES	
SALES TAX	
SALES TAX 2	
SALES TAX 3	
SALES TAX 4	
SALES TAX 5	
SALES TAX 6	
SALES TAX 7	
SALES TAX 8	
SALES TAX 9	
SALES TAX 10	
SALES TAX 11	
SALES TAX 12	
SALES TAX 13	
SALES TAX 14	
SALES TAX 15	
SALES TAX 16	
SALES TAX 17	
SALES TAX 18	
SALES TAX 19	
SALES TAX 20	

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C68223

ANNAPOLIS [REDACTED] HOME: [REDACTED] WORK EXT: [REDACTED]

ANNAPOLIS MD [REDACTED] WORK: [REDACTED] HOME: [REDACTED] WORK EXT: [REDACTED]

ANNAPOLIS MD [REDACTED] WORK: [REDACTED] HOME: [REDACTED] WORK EXT: [REDACTED]

TAG: 3917 ADV: 893 TRAVERS, INVOICE: PRELIM CUS C MG VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MD [REDACTED]

TAX RULES: YNNH INVOICED: 04/04/2006 10:39:54 04 FORD ESCAPE XLT 4WD 4DR SPTUTY

ODOMETER IN: 28501 OUT: 28502 DIST: 1FA DATES INSERVICE: 013104 PRODUCTION: 102203

DATES BEGIN: 04/04/06 DONE: 04/04/06

CONCERN 31 THE WORKS, INCL ROTATE OPERATION TECH AMOUNT

CORRECTION PERFORM MULTI-POINT INSPECTION SP/PAINT 088 \* 26.60

COMMENT POST FLM CARS AND LITE TRUCKS(DIESELS EXTRA)

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL
FMC FLAZ	6701 BD		FILTER AS	1	6.30
FMC SW20			OIL	6	2.34

FACTORY TECH: 088 - BROWN, MICHAEL

OPERATION TECH AMOUNT

SP/PAINT 088 \* 26.60

TYPE: C

CONCERN 39 MULTI-POINT INSPECTION OPERATION TECH AMOUNT

CORRECTION MULTI-POINT INSPECTION COMPLETED AS PER CHECK SHEET 099P 088 .00

39-1 BATTERY INSPECTED AND OK ON THIS VISIT GBATT 088 .00

39-2 BRAKES INSPECTED AND MAY REQUIRE FUTURE ATTENTION YBK 088 .00

39-3 TIRES INSPECTED AND ARE OK AT THIS TIME GTIRE 088 .00

FACTORY TECH: 088 - BROWN, MICHAEL

OPERATION TECH AMOUNT

099P 088 .00

GBATT 088 .00

YBK 088 .00

GTIRE 088 .00

----- SUBTOTAL -----

TOTAL CHARGE FOR CONCERN 42.45

----- SUBTOTAL -----

TOTAL CHARGE FOR CONCERN .00

PAGE 1

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

C CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P. & A. CODE 00089

VEHICLE NUMBER	
VEHICLE 1	10000 REFERENCE NUMBER
VEHICLE 2	
VEHICLE 3	ALTERNATE DISTRIBUTION REGION
	COMMERCIAL CODE
	APPROVAL CODE ONLY
	DATE RECEIVED AT TIME OF VEHICLE RECEIPT
	TIME
	MESSAGE (NO TESTING)
MC	SP
	DATE AND TIME OF VEHICLE RELEASE
	TIME
	MESSAGE (NO TESTING)
MC	SP



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 ANNAPOLIS 224-2100, BALTIMORE 841-6550, WASHINGTON 261-8220  
 DIRECT LINE 266-3087  
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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION --- INVOICE: C68223

[REDACTED] FOR OFFICE USE

TAG: 3917 ADV: 893 TRAVERS. INVOICED: 04/04/2006 10:39:54 MS 04 ESCAPE VEHICLE INFORMATION --- LICENSE NUMBER: NO [REDACTED]

GRAND TOTALS --- PAYMENT DISTRIBUTION FOR INVOICE C68223

SUMMARY OF CHARGES FOR INVOICE C68223	TOTAL CHARGE	48.83
PARTS		
20.34		
SUPPLIES		
5.32		
LABOR-MECHANICAL		
26.50		
MENU ADJUSTMENT		
4.49		
SUB-TOTAL		
47.77		
TAX		
1.06		
TOTAL CHARGE		48.83

CASH DUE 48.83

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JAMES C. TRAVERS  
 OUR LABOR RATES VARY FROM \$33.16-\$99.00  
 BASED ON THE TYPE OF SERVICE PERFORMED

PAGE 2  
 LAST PAGE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
Tues, Thurs: 7:30 - 8:00  
Saturday: 8:00 - 5:00

P & A CODE 00089

PREVIOUS CHECKS	
WORKSHEET	
REPAIRS	
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	
DATE	
MILEAGE	
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	
DATE	
MILEAGE	
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	
DATE	
MILEAGE	

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ANNAPOLIS 224-2100, BALTIMORE 841-6550, WASHINGTON 261-8220  
DIRECT LINE 266-3067  
www.koonsford.com



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INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C64936

ANNAPOLIS, MD 21403

WORK: [REDACTED] HOME: [REDACTED] MD [REDACTED] WORK: [REDACTED]

FOR OFFICE USE

TAG: 4616 ADV: 086 BRITTON, INVOICE: PRELIM CUS C H5 VIN 1FMCU93184K [REDACTED] VEHICLE INFORMATION LICENSE NUMBER: MD [REDACTED] 4

TAX RULES: YNNK INVOICED: 02/06/2006 11:05:28 04 FORD ESCAPE XLT 4WD 4DR 5PT/UTV

DATE: 02/06/06 DONE: 02/06/06 DIST: IFA DATES IN SERVICE: 013104 PRODUCTION: 102203

CONCERN 39 MULTI-POINT INSPECTION

CORRECTION MULTI-POINT INSPECTION COMPLETED AS PER CHECK SHEET

39-1 BATTERY INSPECTED AND OK ON THIS VISIT

39-2 TIRES INSPECTED AND ARE OK AT THIS TIME

FACTORY TECH: 903 - WALTER, TIMOTHY

TYPE: C

CONCERN 51 C.V.S. SCREW IN R/F TIRE. PLEASE PLUG AND REINSTALL ON VEHICLE. ALSO CHECK OTHERS FOR PUNCTURES

CORRECTION REPAIR R/F TIRE ADJUSTED TIRE PRESURES AND PUT SPARE BACK

FACTORY TECH: 903 - WALTER, TIMOTHY

OPERATION	TECH	AMOUNT
059P	903	.00
GBATT	903	.00
GTIRE	903	.00
SUBTOTAL		.00
TOTAL CHARGE FOR CONCERN		.00

OPERATION	TECH	AMOUNT
REPAIR	903	5 15.00
SUBTOTAL		15.00
LABOR-MECHANICAL		15.00
TOTAL CHARGE FOR CONCERN		15.00

SUMMARY OF CHARGES FOR INVOICE C64936

LABOR-MECHANICAL 15.00

TOTAL CHARGE 15.00

GRAND TOTALS

PAYMENT DISTRIBUTION FOR INVOICE C64936

TOTAL CHARGE 15.00

CASH DUE 15.00

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JUSTIN L BRITTON

OUR LABOR RATES VARY FROM \$33.16-\$82.92

BASED ON THE TYPE OF SERVICE PERFORMED

PAGE 1  
LAST PAGE

ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

WORKING HOURS	MONTH REFERENCE NUMBER
DATE	DATE
TIME	TIME
DATE	DATE
TIME	TIME
DATE	DATE
TIME	TIME

2540 RIVA ROAD ANNAPOLIS, MARYLAND 21401  
 ANNAPOLIS 224-2100, BALTIMORE 841-6550, WASHINGTON 261-8220  
 DIRECT LINE 266-3087  
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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C62467

ANNAPOLIS [REDACTED] HOME: [REDACTED] WORK: [REDACTED] MD [REDACTED]  
 ANNAPOLIS [REDACTED] HOME: [REDACTED] WORK: [REDACTED] MD [REDACTED]  
 TAG: 1078 ADV: 690 REDDEN, J INVOICE: PRELIM CUS C MG VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MD 136M924  
 TAX RULES: YNNM INVOICED: 12/21/2005 14:19:34 04 FORD ESCAPE XLT 4WD 4DR SPTUTY  
 ODOMETER IN: 25072 OUT: 25073 DIST: 1FA DATES INSERVICE: 013104 PRODUCTION: 102203  
 DATES BEGIN: 12/21/05 HOME: 12/21/05

CONCERN 03 KOONS FORD OIL & FILTER CHANGE  
 CORRECTION OIL & FILTER CHANGE, CHASSIS LUB, AND THE OOM INSPECTION REPORT!  
 PART NUMBER PG# NOTE DESCRIPTION QTY AMOUNT  
 FMC FLAZ 6731 80 FILTER AS 1 6.15  
 FMC 5W20 OIL 6 13.50  
 TECH: 139 - COLEMAN, JAMES

OPERATION TECH AMOUNT  
 03 139 \* 14.10  
 SELL 6.15  
 2.25 13.50  
 SUBTOTAL 19.65  
 PARTS 19.65  
 LABOR-MECHANICAL 14.10  
 MENU ADJUSTMENT 3.80-  
 TOTAL CHARGE FOR CONCERN 29.95

TYPE: C  
 SUMMARY OF CHARGES FOR INVOICE C62467  
 PARTS 19.65  
 SUPPLIES 2.82  
 LABOR-MECHANICAL 14.10  
 MENU ADJUSTMENT 3.80-  
 SUB-TOTAL 32.77  
 TAX .93  
 TOTAL CHARGE 33.70  
 PAYMENT DISTRIBUTION FOR INVOICE C62467  
 TOTAL CHARGE 33.70  
 CASH DUE 33.70

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JOHN D. REDDEN  
 OUR LABOR RATES VARY FROM \$33.16-\$82.92  
 BASED ON THE TYPE OF SERVICE PERFORMED

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

C  
 CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

VEHICLE MAKE	VEHICLE MODEL	WORK REFERENCE NUMBER
VEHICLE YEAR	VEHICLE COLOR	ADAPTING SERVICE AGREEMENT
VEHICLE TYPE	VEHICLE BODY	COMMITMENT CODE
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	RELEASED TO TESTER	
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	RELEASED BY	
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	RELEASED BY	

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 WWW.KOONSOFORD.COM



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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C57315

ANNAPOLIS [REDACTED] HOME: [REDACTED] MD [REDACTED] WORK: [REDACTED] MD [REDACTED] WORK EXT: [REDACTED]

TAG: 3345 ADV: 748 SPAULDING INVOICE: PRELIM CUS C MS WORK: [REDACTED] VEHICLE INFORMATION HOME: [REDACTED] MD [REDACTED] WORK EXT: [REDACTED]  
 TAX RULES: YNNN INVOICED: 09/29/2005 10:14:16 VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
 DIST: JFA DATES INSERVICE: 013104 PRODUCTION: 102203 XLT 4WD 4DR SPTUTY

ODOMETER IN: 21884 OUT: 21885

DATES BEGIN: 09/29/05 DONE: 09/29/05

CONCERN 03 KOONS FORD OIL & FILTER CHANGE

CORRECTION OIL & FILTER CHANGE. CHASSIS LUB. AND THE OCM INSPECTION REPORT!

PART NUMBER PO# NOTE DESCRIPTION QTY

FMC F1AZ 6731 B0 FILTER AS 1

FMC OIL 5W20 6

FACTORY TECH: 665 - PHELPS, CARY D

OPERATION TECH AMOUNT  
 03 665 \* 14 10  
 1 6 6 15  
 6 2 25 13 50

----- SUBTOTAL -----  
 PARTS 19 65  
 LABOR-MECHANICAL 14 10  
 MENU ADJUSTMENT 3 80-  
 TOTAL CHARGE FOR CONCERN 29 95

TYPE: C

CONCERN 39 MULTI-POINT INSPECTION

CORRECTION MULTI-POINT INSPECTION COMPLETED AS PER CHECK SHEET

39-1 BATTERY INSPECTED AND OK ON THIS VISIT

39-2 TIRES INSPECTED AND MAY NEED FUTURE ATTENTION

FACTORY TECH: 665 - PHELPS, CARY D

TYPE: C

OPERATION TECH AMOUNT  
 099P 665 00  
 GBATT 665 .00  
 YTYRE 665 .00

----- SUBTOTAL -----  
 TOTAL CHARGE FOR CONCERN 00

PAGE 1

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

CUSTOMER



**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

PAGES 1-4 COURSE		MICRO REFERENCE NUMBER	
PAGES 1			
PAGES 2			
PAGES 3			
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT		MILEAGE (TESTING)	
MO.	DATE	MI.	
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE		MILEAGE (NO TESTING)	
MO.	DATE	MI.	

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C57315  
 [REDACTED] FOR OFFICE USE  
 TAG: 3345 ADV: 748 SPAULDTN INVOICED: 09/29/2005 10:14:16 MG 04 ESCAPE VEHICLE INFORMATION  
 LICENSE NUMBER: MD [REDACTED]  
 SUMMARY OF CHARGES FOR INVOICE C57315  
 PARTS 19.65  
 SUPPLIES 2.82  
 LABOR-MECHANICAL 14.10  
 MENU ADJUSTMENT 3.90-  
 SUB-TOTAL 32.77  
 TAX .93  
 TOTAL CHARGE 33.70  
 GRAND TOTALS PAYMENT DISTRIBUTION FOR INVOICE C57315  
 TOTAL CHARGE 33.70  
 CASH DUE 33.70

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JAY P. SPAULDING  
 OUR LABOR RATES VARY FROM \$33.15-\$82.92  
 BASED ON THE TYPE OF SERVICE PERFORMED

PAGE 2  
 LAST PAGE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X

CUSTOMER

Name  
Address

Telephone  
Vehicle (VIN)  
License  
Technician  
Mileage  
Time Printed

1FMCU93184K

20.8.05 13:16

Ford Truck/Van 01-04 Escape 4X4 V6

Front : Left

After	Before	Specified Range
-1°17'	-1°17'	-1°36' -0°05'
1°17'	1°17'	1°02' 2°32'
0°11'	0°11'	0°00' 0°14'

Front : Right

After	Before	Specified Range
-1°13'	-1°12'	-1°35' -0°06'
1°36'	1°35'	1°02' 2°32'
0°11'	0°11'	0°00' 0°14'

Camber  
Caster  
Toe  
SAI

Included Angle  
Turning Angle Diff.

Front

After	Before	Specified Range
-0°04'	-0°04'	-1°00' 1°00'
-0°18'	-0°18'	-1°00' 1°00'
0°23'	0°22'	0°00' 0°28'

Cross Camber  
Cross Caster  
Cross SAI  
Total Toe  
Cross Turn Diff.

Rear : Left

After	Before	Specified Range
0°21'	0°21'	-0°43' 0°47'
0°01'	0°01'	-0°04' 0°16'

Rear : Right

After	Before	Specified Range
-0°02'	-0°02'	-0°43' 0°47'
0°04'	0°04'	-0°04' 0°16'

Camber  
Toe

Rear

After	Before	Specified Range
0°23'	0°23'	-1°00' 1°00'
0°04'	0°04'	-0°08' 0°32'
-0°01'	-0°01'	

Cross Camber  
Total Toe  
Thrust Angle

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089



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PROGRAM/CLASS	MICRO REFERENCE NUMBER	
SYSTEM #	AUTOMATIC BROADCAST FEATURE	
SYSTEM #	APPROVAL CODE OR NO.	DEPARTMENT CODE
ACT	DATE	TIME
ACT	DATE	TIME

INVOICE TO: [REDACTED] INVOICE: 149577

ANNAPOLIS WORK: [REDACTED] HOME: [REDACTED] MD [REDACTED] WORK EXT: [REDACTED]  
 TAG: 4067 ADV: 089 BRITTON, INVOICE: PRELIM INT 1 MG VIN 1FMCU93184K [REDACTED] HOME: [REDACTED] MD [REDACTED] WORK EXT: [REDACTED]  
 TAX RULES: YWYNN INVOICED: 05/26/2005 19-21.35 04 FORO ESCAPE XLT 4WD 4DR SPTUTY LICENSE NUMBER: MD [REDACTED]  
 ODOMETER IN: 18598 OUT: 18599 DIST: 1FA  
 DATES BEGIN: 05/26/05 DONE: 05/26/05 DATES INSERVICE: 013104 PRODUCTION: 102703

CONCERN 51 C/S CHECK RUB NOISE REAR AREA WHEN BRAKING SLOW AROUND 5MPH  
 GUES AWAY AFTER LET OFF BRAKE  
 CORRECTION COULD NOT DUPLICATE CUSTOMER CONCERN  
 FACTORY TECH: 500 - TECH SERV, MISC

TYPE: 1  
 TOTAL CHARGE FOR CONCERN .00

CONCERN 52 WHICH TIRES HAVE EXCESSIVE ROAD FORCE  
 CORRECTION NOTE: REAR TWO TIRES  
 FACTORY TECH: 500 - TECH SERV, MISC

TYPE: 1  
 GRAND TOTALS .00

SUMMARY OF CHARGES FOR INVOICE 149577  
 TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE 149577  
 INTERNAL .00  
 TOTAL CHARGE .00

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JASON L. BRITTON

PAGE 1  
 LAST PAGE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

*MR L*  
 CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

VEHICLE AND DRIVER INFORMATION	VEHICLE REFERENCE NUMBER
VEHICLE #	VEHICLE IDENTIFICATION NUMBER
VEHICLE MAKE	VEHICLE MODEL
VEHICLE YEAR	VEHICLE COLOR
VEHICLE MAKE AT TIME OF VEHICLE RECEIPT	VEHICLE MODEL AT TIME OF VEHICLE RECEIPT
VEHICLE YEAR AT TIME OF VEHICLE RECEIPT	VEHICLE COLOR AT TIME OF VEHICLE RECEIPT
VEHICLE MAKE AT TIME OF VEHICLE RELEASE	VEHICLE MODEL AT TIME OF VEHICLE RELEASE
VEHICLE YEAR AT TIME OF VEHICLE RELEASE	VEHICLE COLOR AT TIME OF VEHICLE RELEASE

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE # 49127

ANNAPOLIS

WORK: [REDACTED] HOME: [REDACTED] MD [REDACTED] WORK [REDACTED]  
 [REDACTED] FOR OFFICE USE

TAG: 1910 ADV: 089 BRITTON, INVOICE: PRELIM WAR W 1 MG VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MO [REDACTED]  
 TAX RULES: YNNN INVOICED: 05/20/2005 11:57:32 04 FORD ESCAPE XLT 4WD 4DR SPTUTY  
 ODOMETER IN: 18423 OUT: 18425 DIST. JFA  
 DATES BEGIN: 05/19/05 DONE: 05/20/05 STOCK# 00121212 INV ACCT 7750  
 DATES INSERVICE: 013104 PRODUCTION: 102203

CONCERN 51 C/S CHECK AIRBAG LIGHT ON - SOP  
 CAUSE AIR BAG INDP LEFT SIDE

CORRECTION AIR BAG RESTRAINT SYSTEM - DIAGNOSIS  
 51-1 EXTRA TIME IF EQUIPPED WITH SIDE AIR BAGS

51-2 MODULE ASSEMBLY-SIDE AIR BAG RESTRAINT - REPLACE  
 TECH NOTES DIAG.REPLACE DRIVERS SIDE, SIDE (SEAT), AIR BAG, NECESSARY TO REMOVE SEAT

PART NUMBER PO# NOTE DESCRIPTION QTY UNIT SELL AMOUNT  
 510 2LBZ 78611011 AA AIR BAG ALLOWANCE: 51.14 1 127.86

FACTORY TECH: 821 - TITUS, JOSEPH A  
 FAIL CODE : 42

51-1 FAIL CODE : 42  
 51-2 FAIL CODE : 42  
 LINE AUTH: MG 052005 11:54

OPERATION	TECH	HOURS	AMOUNT
140560	821	6	43.71
140560ZQ	821	.1	7.29
1405608L	821	7	51.00

TYPE: W

SUMMARY OF CHARGES FOR INVOICE W49127	
PARTS	179.00
LABOR-MECHANICAL	102.00
TOTAL CHARGE	281.00
GRAND TOTALS	
PARTS	179.00
LABOR-MECHANICAL	102.00
TOTAL CHARGE FOR CONCERN	281.00
PAYMENT DISTRIBUTION FOR INVOICE W49127	
TOTAL CHARGE	281.00
FAC WARRANTY	281.00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
 INT - INTERNAL  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE JASON L BRITTON

*Wm 2:16 pm 5/20/05*

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE

*M L I & N*  
 CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00



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PROGRAM CREDIT	
RETURN #	NACSI REFERENCE NUMBER
RETURN #	
RETURN #	
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
DATE	DATE
MILE	MILE
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
DATE	DATE
MILE	MILE

P & A CODE 00089

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION --- INVOICE: W49127

[REDACTED] FOR OFFICE USE --- VEHICLE INFORMATION ---  
 TAG: 1910 ADV: 089 BRITTON, INVOICED: 05/20/2005 11:57:32 MG 04 ESCAPE LICENSE NUMBER: MD [REDACTED]

IN THE NEXT FEW WEEKS YOU MAY RECEIVE A CUSTOMER VEIPOINT SURVEY IN THE MAIL. OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH TODAYS SERVICE VISIT. IN FILLING OUT THIS SURVEY, IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE HARRINGTON, OUR SERVICE MANAGER, AT 410-266-3086. THANK YOU!

PAGE 2  
 LAST PAGE

ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
Tues, Thurs: 7:30 - 8:00  
Saturday: 8:00 - 5:00

P & A CODE 00089

APPROVAL COVER 1	MOTOR VEHICLE NUMBER	
APPROVAL 2	ALTERNATE MOTOR VEHICLE ALTERNATE	
APPROVAL 3	APPROVAL CODE OR INT	COMMITMENT CODE
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT		
DATE	MILEAGE	NO. TENDERS
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE		
DATE	MILEAGE	NO. TENDERS

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: 149127

ANNAPOLIS

WORK: [REDACTED]

HOME: [REDACTED]

MD

WORK EXT: [REDACTED]

ANNAPOLIS

WORK: [REDACTED]

HOME: [REDACTED]

MD

WORK EXT: [REDACTED]

FOR OFFICE USE

TAG: 1910

ADV: 089 BRITTON, INVOICE: PRELIM INT W I

MG

VIN 1FMCU93184K [REDACTED]

ESCAPE

LICENSE NUMBER: MD [REDACTED]

XLT 4WD

4DR SPTUTY

ODOMETER IN: 18423

OUT: 18425

DATES BEGIN: 05/19/05

END: 05/20/05

STOCK# 00121212

INW ACCT 7750

PRODUCTION: 102203

CONCERN 52 C/S CHECK VIB WHEN DRIVING - SEE HISTORY

CORRECTION SEE MIKE HARRINGTON

FACTORY TECH: 821 - TITUS, JOSEPH A

OPERATION SEE 821

TECH HOURS .0

AMOUNT .00

TOTAL CHARGE FOR CONCERN .00

SUBTOTAL .00

PAYMENT DISTRIBUTION FOR INVOICE 149127

INTERNAL .00

TOTAL CHARGE .00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

WAR - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JASON L. BRITTON

PAGE 1

LAST PAGE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

PROGRAM CODE	WORK ORDER NUMBER
REPAIR	
REPAIR 2	TECHNOLOGICAL PROGRAM
REPAIR 3	WORK ORDER (S/N)
REPAIR 4	COMPLIMENT CODE
DATE AND TIME OF VEHICLE RECEIPT	
DATE AND TIME OF VEHICLE RELEASE	
DATE AND TIME OF VEHICLE RELEASE (NO TINTS)	
DATE AND TIME OF VEHICLE RELEASE (NO TINTS)	



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----- DRIVER/OWNER INFORMATION -- INVOICE: C48617

1 [REDACTED] ANAPOLIS MD [REDACTED]  
 WORK: [REDACTED] HOME: [REDACTED]  
 TAG: 1088 ADV: 089 BRITTON, INVOICE: PRELIM CUS C W PS VIN 1FHCU93184K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
 TAX RULES: YWNN INVOICED: 05/12/2005 17:46:07 04 FORD ESCAPE XLT 4WD 4DR SPTVTY  
 ODOMETER (M) 18203 OUT: 18204 DIST: 1FA DATES INSERVICE: 013104 PRODUCTION: 102203  
 DATES BEGIN: 05/11/05 DONE: 05/12/05

CONCERN 09\* BALANCE TIRES  
 CORRECTION RETINDEX AND BALANCE 4 TIRES. 2 TIRE STILL HAVE TOO MUCH ROADFORCE  
 PART NUMBER PO# NOTE DESCRIPTION QTY TECH AMOUNT  
 WHEEL WEIGHTS 25 802 1.00 2.00

FACTORY TECH: 802 - STOCKETT, JAMES  
 TYPE: C  
 CONCERN 31 THE WORKS  
 CORRECTION PERFORM MULTI-POINT INSPECTION  
 COMMENT MUST FLM CARS AND LITE TRUCKS(DIESELS EXTRA)

PART NUMBER PO# NOTE DESCRIPTION QTY TECH AMOUNT  
 FMC FLAZ 6731 B0 1 6.15 6.15  
 FMC 5M20 6 2.25 13.50  
 FACTORY TECH: 802 - STOCKETT, JAMES  
 TYPE: C

CONCERN 39 MULTI-POINT INSPECTION  
 CORRECTION MULTI-POINT INSPECTION COMPLETED AS PER CHECK SHEET  
 COMMENT 39-1 BATTERY INSPECTED AND OK ON THIS VISIT  
 39-2 TIRES INSPECTED AND ARE OK AT THIS TIME

PARTS LABOR-MECHANICAL MENU ADJUSTMENT TOTAL CHARGE FOR CONCERN  
 19.65 21.60 6.30 34.95  
 OPERATION TECH AMOUNT  
 099P 802 .00  
 GBATT 802 .00  
 GTIRE 802 .00  
 SUBTOTAL S 21.60

ON LINE SERVICE INVOICING BY UCBI © 1979  
 CFW  
 10-5-53 [REDACTED]  
 [REDACTED]

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X  
 CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

INVOICE NUMBER	WORK ORDER / SERVICE ORDER NUMBER		
VEHICLE #	APPROVAL CODE (BY SA)	APPROVAL CODE (BY SA)	APPROVAL CODE (BY SA)
DATE AND TIME OF VEHICLE RELEASE	DATE AND TIME OF VEHICLE RELEASE	DATE AND TIME OF VEHICLE RELEASE	DATE AND TIME OF VEHICLE RELEASE
SALES	SALES	SALES	SALES
DATE	DATE	DATE	DATE
TIME	TIME	TIME	TIME
SALES	SALES	SALES	SALES
DATE	DATE	DATE	DATE
TIME	TIME	TIME	TIME

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C48637

FOR OFFICE USE [REDACTED] VEHICLE INFORMATION [REDACTED]  
 TAG: 1088 ADV: 089 BRITTON. INVOICED: 05/12/2005 17:45:07 PS 04 ESCAPE LICENSE NUMBER: MD [REDACTED]

34-3 BRAKES INSPECTED AND OK AT THIS TIME  
 FACTORY TECH: 802 - STOCKETT, JAMES

TYPE: C

CONCERN 51 C/S CHECK RUB NOISE RIGHT REAR WHEN BRAKING  
 CORRECTION COULD NOT DUPLICATE CUSTOMER CONCERN  
 FACTORY TECH: 802 - STOCKETT, JAMES

TYPE: C

CONCERN 52 C/S CHECK YIB IN STEERING OVER 20 MPH - INCREASES WITH SPEED  
 CORRECTION SEE LINE 9  
 FACTORY TECH: 802 - STOCKETT, JAMES

TYPE: C

CONCERN 53 C/S CHECK AIRBAG LIGHT ON INTERM. - SEE HISTORY  
 CORRECTION PARTS HAVE BEEN SPECIAL ORDERED  
 FACTORY TECH: 802 - STOCKETT, JAMES

TYPE: C

CONCERN 54 C/S CHECK INTERM. SEATBELT CHIME AND SEATBELT LIGHT INOP  
 CORRECTION OPERATING NORMAL AT THIS TIME  
 FACTORY TECH: 802 - STOCKETT, JAMES

TYPE: C

GRK 802 .00  
 ----- SUBTOTAL -----  
 TOTAL CHARGE FOR CONCERN .00

OPERATION TECH 802 .00  
 CN

----- SUBTOTAL -----  
 TOTAL CHARGE FOR CONCERN .00

OPERATION TECH 802 .00  
 SEE

----- SUBTOTAL -----  
 TOTAL CHARGE FOR CONCERN .00

OPERATION TECH 802 .00  
 SO

----- SUBTOTAL -----  
 TOTAL CHARGE FOR CONCERN .00

OPERATION TECH 802 .00  
 OPERATING

----- SUBTOTAL -----  
 TOTAL CHARGE FOR CONCERN .00

PAGE 2

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

CUSTOMER



**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P. & A CODE 00089

VEHICLE CODES	VEHICLE AND INVOICE NUMBER
REPAIR 1	
REPAIR 2	
REPAIR 3	
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
DATE	DATE
MILE	MILE
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE
DATE	DATE
MILE	MILE

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: C48617  
 FOR OFFICE USE [REDACTED] VEHICLE INFORMATION [REDACTED]  
 TAG: 1088 ADV: 089 BRITTON, INVOICED: 05/12/2005 17:46:07 PS 04 ESCAPE LICENSE NUMBER: MD [REDACTED]

SUMMARY OF CHARGES FOR INVOICE C48617  
 PARTS 21.65  
 SUPPLIES 11.51  
 LABOR-MECHANICAL 57.55  
 MENU ADJUSTMENT 6.30-  
 SUB-TOTAL 84.41  
 TAX 1.34  
 TOTAL CHARGE 85.75

GRAND TOTALS  
 PAYMENT DISTRIBUTION FOR INVOICE C48617  
 TOTAL CHARGE 85.75  
 CASH DUE 85.75

ATTENTION THE FOLLOWING INVOICES ALSO EXIST

WAR - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JASON L. BRITTON  
 OUR LABOR RATES VARY FROM \$33.16-\$82.92  
 BASED ON THE TYPE OF SERVICE PERFORMED

PAGE 3  
 LAST PAGE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

WORK ORDER NUMBER	WORK ORDER NUMBER
WORK ORDER NUMBER	WORK ORDER NUMBER
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE

2540 RIVA ROAD ANNAPOLIS, MARYLAND 21401  
 ANNAPOLIS 224-2100, BALTIMORE 841-6550, WASHINGTON 261-8220  
 DIRECT LINE 266-3087  
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DRIVER/OWNER INFORMATION --- INVOICE: W48617

ANNAPOLIS MD  
 WORK: HOME: VEHICLE INFORMATION

TAG: 1088 ADV: 089 BRITTON, INVOICE: PRELIM WAR C W PS VIN 1FHCU93184K LICENSE NUMBER: MD  
 TAX RULES: YNNN INVOICED: 05/12/2005 17:46:07 04 FORD ESCAPE XLT 4WD 4DR SPTUITY  
 ODOMETER IN: 18203 OUT: 18204 DIST: 1FA DATES INSERVICE: 013104 PRODUCTION: 102203  
 DATES BEGIN: 05/11/05 DONE: 05/12/05

CONCERN 55\* RECALL 04C09  
 CAUSE 04C09  
 CORRECTION 04C09  
 PART NUMBER PO# NOTE DESCRIPTION QTY  
 FMC 5LBZ 7843400 A HANDLE - 1  
 PARTS COUNT 1 ALLOWANCE 1.03  
 TECH: 802 - STOCKETT, JAMES  
 FAIL CODE 42

OPERATION TECH HOURS AMOUNT  
 04C09C 802 .5 36.43

TYPE: W

SUMMARY OF CHARGES FOR INVOICE W48617  
 PARTS 3.60  
 LABOR-MECHANICAL 36.43  
 TOTAL CHARGE 40.03

----- SUBTOTAL -----  
 PARTS 3.60  
 LABOR-MECHANICAL 36.43  
 TOTAL CHARGE FOR CONCERN 40.03

GRAND TOTALS

PAYMENT DISTRIBUTION FOR INVOICE W48617  
 TOTAL CHARGE 40.03  
 FAC WARRANTY 40.03

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
 CUS - CUSTOMERPAY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JASON L. BRITTON  
 IN THE NEXT FEW WEEKS YOU MAY RECEIVE A CUSTOMER VEINPOINT SURVEY IN  
 THE MAIL. OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH TODAY'S  
 SERVICE VISIT. IN FILLING OUT THIS SURVEY, IF YOU ARE NOT COMPLETELY  
 SATISFIED, PLEASE CONTACT MIKE HARRINGTON, OUR SERVICE MANAGER, AT 410-  
 266-3086. THANK YOU.

PAGE 1  
 LAST PAGE

I ACKNOWLEDGE RECEIPT OF  
 THE PARTS AND LABOR  
 LISTED ABOVE. X

CUSTOMER



**Multi-Point Inspection Report Card As Recommended by Ford Motor Company**

Customer Name: \_\_\_\_\_ Year/Model: \_\_\_\_\_ Date: \_\_\_\_\_

RO/ Tag: \_\_\_\_\_ Mileage: 19,133 EST. OX-328 87003

**CHECKED AND OKAY AT THIS TIME**      **MAY REQUIRE FUTURE ATTENTION**      **REQUIRES IMMEDIATE ATTENTION**

**Check Fluid Levels and Fill**

OK	FILL	Engine Oil	Power Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Transmission (if equipped with dipstick)	Coolant/Recovery Reservoir
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brake Reservoir	Window Washer

**Check Following Systems / Components**

- Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
- Windshield washer spray, wiper operation and wiper blades
- Windshield for cracks, chips and pitting
- Radiator, heater, and air-conditioning hoses for leaks and damage
- Engine air filter
- Inspect cabin air filter (if equipped)
- Oil and/or fluid leaks
- Constant velocity (CV) drive axle boots (if equipped)
- Exhaust system (leaks, damage, loose parts)
- Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)
- Steering and steering linkages
- Shocks/struts and other suspension components for leaks and/or damage
- Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise
- Engine Cooling system, hoses and clamps
- Accessory drive belt(s)
- Clutch operation (if equipped)

State Inspection Due (if Applicable) \_\_\_\_\_

Comments: *Two wearing bad*

This Courtesy Inspection Completed by Your Dealership Team

Service Advisor: 989

Technician: 802

**Check Battery**

Good	Factory Spec Cold Cranking Amps	Good
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recharge	Actual Cold Cranking Amps	Battery Terminals (Clean if necessary)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Check Brakes**

Measure Front / Rear Brake Linings

Over 5mm or 7/32" (Disc) or Over 2mm or 3/64" (Drum)

3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"

Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

Brake Measurements Not Taken This Service Visit

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

**Check Tires**

LF	7/32 or Greater	RF	7/32 or Greater
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4/32 to 6/32		4/32 to 6/32
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3/32 or less		3/32 or less
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7/32 or Greater		7/32 or Greater
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4/32 to 6/32		4/32 to 6/32
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3/32 or less		3/32 or less
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LR		RR	

**WEAR PATTERN / DAMAGE**

LF	RF
<input checked="" type="checkbox"/>	<input type="checkbox"/>
LR	RR
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Tire Wear Indicators:

Alignment Check Needed  Wheel Update Needed

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

Tire Pressure Set to Factory Recommended PSI

FRONT	REAR
<input type="checkbox"/>	<input type="checkbox"/>

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

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

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**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tue, S, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

PROGRAM CODES	AUTO REFERENCE NUMBER	
PLANT 1		
PLANT 2		
PLANT 3	AUTOMATIC CHARGE USE INDICATOR COMMERCIAL CODE	
DATE	DATE AND RELEASE AT TIME OF VEHICLE RECEIPT MILEAGE (NO. TERMS)	
TIME		
DATE	DATE AND RELEASE AT TIME OF VEHICLE RELEASE MILEAGE (NO. TERMS)	
TIME		



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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W42137

1 [REDACTED] ANNAPOLIS MD [REDACTED]  
 WORK: [REDACTED] HOME: [REDACTED] MD [REDACTED]

FOR OFFICE USE  
 TAG: 3057 ADV: 893 TRAVERS, INVOICE: PRELIM WAR W HG VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
 TAX RULES: YNNN INVOICED: 01/27/2005 11:31:29 04 FORD ESCAPE XLT 4WD 4DR SPTUTY  
 ODOMETER IN: 16087 OUT: 16088  
 DATES BEGIN: 01/27/05 DONE: 01/27/05  
 DIST: JFA DATES INSERVICE: 013104 PRODUCTION: 102202

OPERATION	TECH	HOURS	AMOUNT
04S25B	08B	.4	29.14

CONCERN	CAUSE	CORRECTION	PERFORM RECALL	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	AMOUNT
51	04S25			9A758 AA		CA ASY-AC		1	11.11	11.11
	04S25					ALLOWANCE:				4.44

FACTORY TECH: 08B - BROWN, MICHAEL  
 FAIL CODE : 42

TYPE	AMOUNT
PARTS	15.55
LABOR-MECHANICAL	29.14
TOTAL CHARGE	44.69
SUBTOTAL	
PAYMENT DISTRIBUTION FOR INVOICE W42137	44.69
TOTAL CHARGE	44.69
FAC WARRANTY	44.69

GRAND TOTALS  
 SUMMARY OF CHARGES FOR INVOICE W42137  
 PARTS 15.55  
 LABOR-MECHANICAL 29.14  
 TOTAL CHARGE 44.69

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JAMES C. TRAVERS  
 IN THE NEXT FEW WEEKS YOU MAY RECEIVE A CUSTOMER VEINPOINT SURVEY IN  
 THE MAIL. OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH TODAY'S  
 SERVICE VISIT. IN FILLING OUT THIS SURVEY, IF YOU ARE NOT COMPLETELY  
 SATISFIED, PLEASE CONTACT MIKE HARRINGTON, OUR SERVICE MANAGER, AT 410-  
 266-3085. THANK YOU

*FREE FUTURE WORK*  
*ON 01/27/05*  
*Michael*

ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

*[Signature]*  
 CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

PROGRAM CODES	MACRO REFERENCE NUMBER
FORM 1	
FORM 2	
FORM 3	ADDITIONAL CHARGE/ADJUSTMENT COMMITMENT CODE
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT	
DATE	MILEAGE (NO TESTS)
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE	
DATE	MILEAGE (NO TESTS)
DATE	MILEAGE

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W33760

ANNAPOLIS [REDACTED] MD [REDACTED]  
 WORK: [REDACTED] HOME: [REDACTED] MD [REDACTED]  
 TAG: 3747 ADV: 148 CLARK, HA INVOICE: PRELIM WAR W C MG VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
 TAX RULES: YKNN INVOICED: 09/02/2004 15:22:31 04 FORD ESCAPE XLT 4WD 4DR SPTUTY  
 ODOMETER IN: 10876 OUT: 10879  
 DATES BEGIN: 09/02/04 DONE: 09/02/04  
 DJST: 1FA DATES INSERVICE: 013104 PRODUCTION: 102203

ANNAPOLIS [REDACTED] MD [REDACTED]  
 WORK: [REDACTED] HOME: [REDACTED] MD [REDACTED]  
 VEHICLE INFORMATION  
 LICENSE NUMBER: MD [REDACTED]  
 XLT 4WD 4DR SPTUTY

CONCERN 51 AIR LIGHT ON  
 CAUSE INOP  
 CORRECTION AIR BAG RESTRAINT SYSTEM - DIAGNOSTIC  
 51-1 MONITOR ASSEMBLY-RCH/ECS-AIR BAG RESTRAINT - REPLACE  
 TECH NOTES AIR BAG DIAG, RETRIEVE CODE B1994, PINPOINT TEST, REPLACE RESTRAINT CONTROL MODULE, MODULE INOP  
 PART NUMBER PO# NOTE DESCRIPTION QTY SELL AMOUNT  
 FMC YL8Z 148321 CA \*RCH/ECS, U ALLOWANCE: 44.90 1 112.24  
 PARTS: COUNT 1  
 TECH: 704 - RABDIN, NORMAND  
 FAIL CODE : 42  
 51-1 FAIL CODE : 42

OPERATION	TECH	HOURS	AMOUNT
140560	704	6	43.71
1405601	704	2	14.57

TYPE: W  
 SUMMARY OF CHARGES FOR INVOICE W33760  
 PARTS 157.14  
 LABOR-MECHANICAL 58.28  
 TOTAL CHARGE 215.42  
 GRAND TOTALS  
 PAYMENT DISTRIBUTION FOR INVOICE W33760  
 TOTAL CHARGE 215.42  
 FAC WARRANTY 215.42

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ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
 CUS - CUSTOMERPAY  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARK A. CLARK  
 IN THE NEXT FEW WEEKS YOU MAY RECEIVE A CUSTOMER VEIPOINT SURVEY IN  
 THE MAIL. OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH TODAY'S

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

*Mark A. Clark*  
 CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 5:00

P & A CODE 00089

WORK ORDER NO.		MILES TO NEXT SERVICE NUMBER	
FORM # 1			
FORM # 2			
FORM # 3			
APPROVAL CODE (P/N)		COMMENT/INT CODE	
DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT		MILEAGE (NO. TRIP(S))	
DATE	MILE	DATE	MILE
DATE AND MILEAGE AT TIME OF VEHICLE RELEASE		MILEAGE (NO. TRIP(S))	
DATE	MILE	DATE	MILE

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 ANNAPOLIS 224-2100, BALTIMORE 841-6550, WASHINGTON 261-8220  
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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W33760

FOR OFFICE USE [REDACTED] VEHICLE INFORMATION

TAG: 3747 ADV: 148 CLARK, M INVOICED: 09/02/2004 16:22:31 MG 04 ESCAPE LICENSE NUMBER: MD [REDACTED]

SERVICE VISIT, IN FILLING OUT THIS SURVEY, IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE HARRINGTON, OUR SERVICE MANAGER, AT 4:0:266-3086. THANK YOU.

PAGE 2  
 LAST PAGE

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER

**SERVICE HOURS**

Mon., Weds, Fri.: 7:30 - 7:00  
 Tues, Thurs: 7:30 - 8:00  
 Saturday: 8:00 - 6:00

P & A CODE 00089

ADDRESS 1	ADDRESS 2		ADDRESS 3	
PHONE 1	PHONE 2	PHONE 3	PHONE 4	PHONE 5
DATE	TIME	DAY	MONTH	YEAR
DATE	TIME	DAY	MONTH	YEAR



2540 RIVA ROAD ANNAPOLIS, MARYLAND 21401  
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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION \*\* INVOICE: C33760

ANNAPOLIS MD [REDACTED]  
 WORK: [REDACTED] HOME: [REDACTED] NO [REDACTED]  
 FOR OFFICE USE  
 TAG: 3747 ADV: 148 CLARK, HA INVOICE: PRELIM CUS W C MG VIN 1FMCU93184K [REDACTED] LICENSE NUMBER: MD [REDACTED]  
 TAX RULES: YNNN INVOICED: 09/02/2004 16,22.31 04 FORD ESCAPE XLT 4WD 4DR SPTJTY  
 ODOMETER IN: 10876 OUT: 10879 DIST: 1FA DATES INSERVICE: 013104 PRODUCTION: 102203  
 DATES BEGIN: 09/02/04 DONE: 09/02/04

CONCERN 52 ESTIMATE ON 4 MICHELIN TIRES  
 CORRECTION ESTIMATE GIVEN FOR TIRES DECLINED  
 FACTORY TECH: 704 - RABOIN, NORMAND

OPERATION	TECH	AMOUNT
DECLINED	704	.00
----- SUBTOTAL -----		
TOTAL CHARGE FOR CONCERN		.00
----- GRAND TOTALS -----		
SUMMARY OF CHARGES FOR INVOICE C33760		.00
TOTAL CHARGE		.00
----- PAYMENT DISTRIBUTION FOR INVOICE C33760 -----		
CASH DUE		.00
TOTAL CHARGE		.00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
 MAR - WARRANTY  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARK A. CLARK  
 OUR LABOR RATES VARY FROM \$33.16-\$82.92  
 BASED ON THE TYPE OF SERVICE PERFORMED

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

CUSTOMER